



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, September 22, 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
Newton Pham, Member	

Secretary-Treasurer

Kathy Kramer CFE, CMP
Chief Executive Officer, OCFEC

32nd DAA Counsel

Josh Caplan
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 June 23, 2016

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: SP-06-16FT; SA-094-16FT; SA-095-16FT; SA-096-16FT; SA-096-16FT; SA-101-16PA; SA-122-16PA; SA-131-16PA; SA-132-16PA; SA-133-16PA; SA-134-16PA; SA-135-16GE; SA-138-16PA; SA-140-16PA; SA-142-16GE; SA-143-16PA; SA-144-16PA; SA-145-16PA; SA-146-16PA; SA-147-16PA; SA-148-16PA; SA-149-16SP; SA-150-16SP; SA-151-16SP; SA-152-16SP; SA-153-16SP; SA-154-

16FT; SA-155-16FT; SA-158-16FT; SA-160-16FT; SA-161-16FT; SA-163-16FT; SA-164-16FT; SA-165-16GE; SA-166-16FT; SA-168-16FT; SA-169-16FT; SA-170-16FT; SA-171-16FT; SA-172-16CF; SA-175-16CF; SA-176-16CF; SA-177-16CF; SA-178-16C; SA-179-16CF; SA-180-16CF; SA-181-16CF; SA-182-16CF; SA-183-16FT; SA-184-16FT; SA-185-16FT; SA-186-16FT; SA-187-16FT; SA-188-16FT; SA-189-16FT; SA-190-16FT; SA-191-16FT; SA-192-16FT; SA-193-16FT; SA-195-16SP; SA-196-16SP; SA-197-16FT; SA-198-16PA; SA-199-16FT; SA-200-16PA; SA-201-16PA; SA-202-16PA; SA-203-16PA; SA-204-16PA; SA-205-16PA; SA-206-16PA; SA-207-16PA; SA-208-16PA; SA-209-16PA; SA-210-16FT; SA-211-16FT; SA-212-16SP; SA-213-16SP; SA-214-16FT; SA-215-16PA; SA-216-16SP; SA-217-16YR; SA-218-16FT; SA-219-16SP; SA-220-16SP; SA-221-16SP; SA-222-16CF; SA-223-16SP; SA-224-16FTYR; SA-225-16FT; SA-226-16FT; SA-227-16FT; SA-228-16FT; SA-229-16SP; SA-230-16SP; SA-231-16SP; SA-232-16LS; SA-233-16FT; SA-234-16SP; SA-235-16FT; SA-236-16FT; SA-237-16PA; SA-238-16WR; SA-239-16SP; SA-240-16SP

B. Amendments: SA-22-13PA (Amend. #3); SA-125-15YR (Amend. #1); SA-087-16FT (Amend. #1); SA-125-16PA (Amend. #1); SA-005-15FT (Amend. #1); SA-56-14RD (Amend. #1); SA-213-16SP (Amend. #1); SA-096-16FT (Amend. #1); SA-037-16GE (Amend. #1)

C. Rental Agreements: R-004-16; R-077-16; R-083-16; R-085-16; R-094-16; R-098-16; R-106-16; R-108-16; R-114-16; R-126-16; R-132-16; R-133-16; R-135-16; R-137-16; R-139-16; R-140-16; R-141-16; R-142-16; R-144-16; R-147-16; R-150-16; R-153-16; R-154-16; R-156-16; R-163-16; FT-051-16; FT-058-16; FT-059-16; FT-060-16; FT-061-16

D. 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 Bernardino, Director La Belle)
- iii. Financial Monitoring Committee (Director Bagneris, Director Pham)

- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 O C Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
- viii. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)
- ix. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)
- x. Agricultural Committee (Chair Mouet, Director Cervantes)

B. High Profile Event Policies

Action Item

C. OC Fair Safety & Security

Information Item

D. 2016 OC Fair Sound Mitigation Results

Information Item

E. Agricultural Worker Memorial Next Steps

Action Item

F. Board Approval to Contract for Master Site Plan Consultant

Action Item

G. 32nd DAA Construction Management Options

Information Item

H. AB 1907, the anti-sale legislation, has been signed by Governor Brown

Information Item

I. Options Available to the 32nd DAA to Enhance Recruitment and Retention

Action Item

J. Board of Directors Nominating Task Force Recommendation and Election of Board Officers

Action item

K. Board of Directors Governance Training & Team Building October Board Meeting

Action Item

L. 2016 OC Fair Presentation

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).)

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: OCTOBER 27, 2016

13. ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Kramer". The signature is written in a cursive 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. September 12, 2016



The following financial reports as of June 30, 2016 are enclosed for your reference.

Balance Sheet

Deferred Revenue continues to increase due to sales of 2016 OC Fair concert and event tickets and Super Passes and receipt of payments for events to be held in future months such as Gun Show, Gem Faire, etc.

Income Statement

June 2016 year-to-date expenses exceed revenues by \$5.2MM, which is favorable to the budgeted net proceeds of (\$6.9MM) by \$1.7MM.

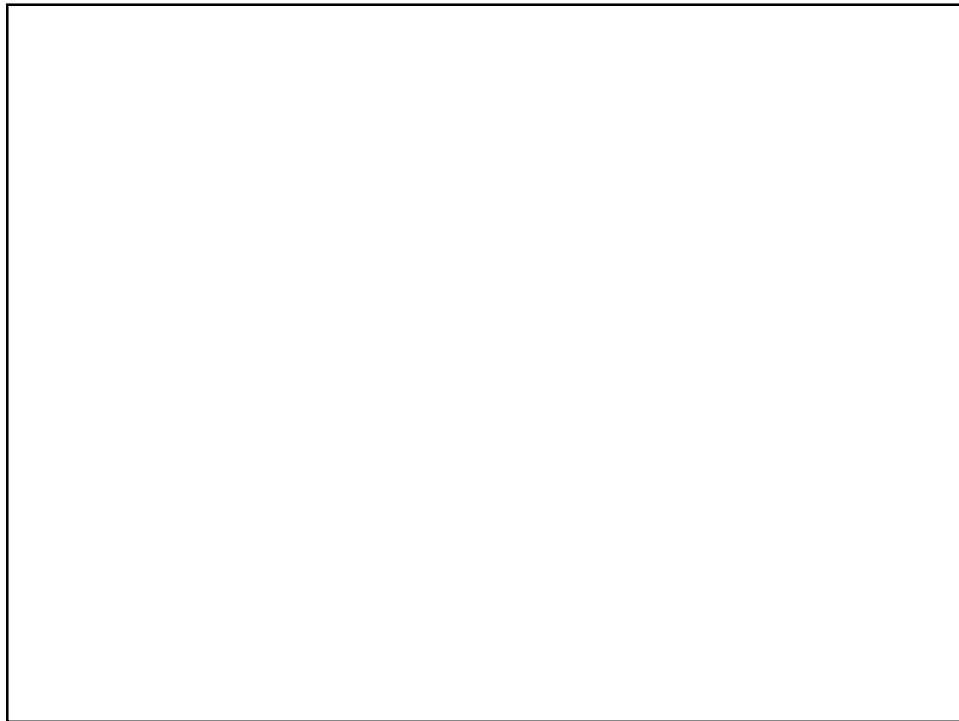
Total year-to-date revenues of \$5.1MM are favorable to budget by \$834K primarily due to favorable performance in Event Services year round Facility Rental and Other Event Revenue \$604K.

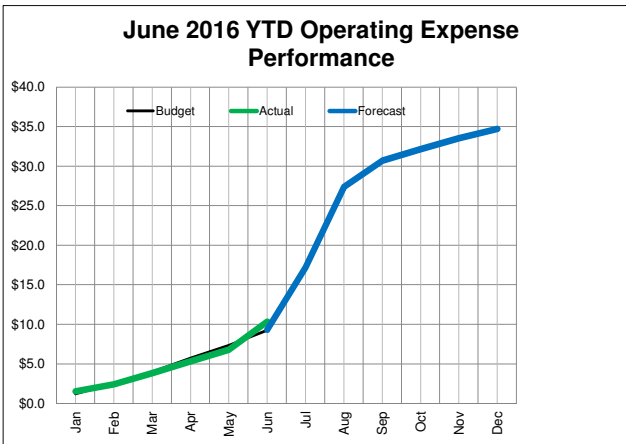
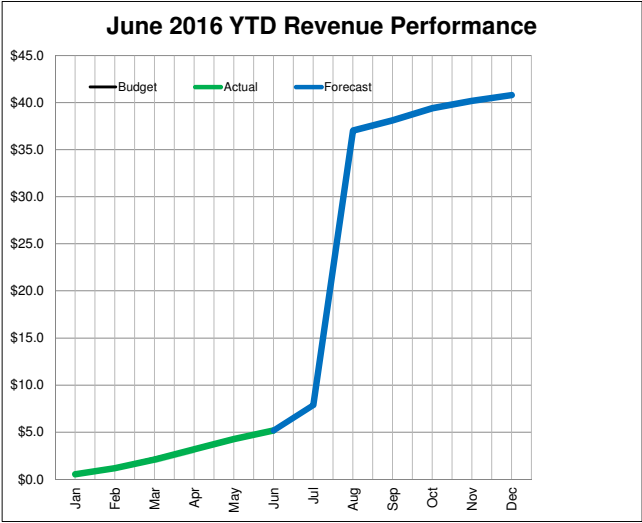
Total year-to-date operating expenses of \$8.7MM are favorable to budget by \$540K. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2016 OC Fair. Payroll and Related expense is favorable to budget by \$347K due primarily to unfilled positions and less than anticipated employee benefits expense.

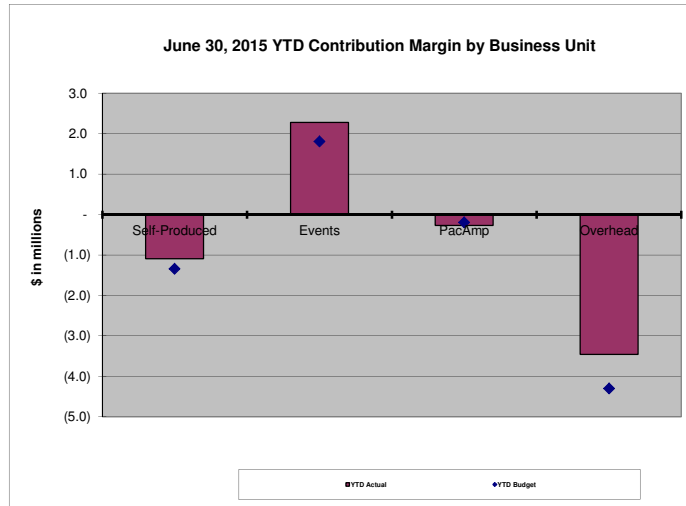
Statement of Cash Flows

As of June 30, 2016, OCFEC's cash on hand is \$34MM an increase of \$712K during 2016. Operating activities have resulted in a net cash inflow of \$4.5MM to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$3.8MM.

32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of June 30, 2016

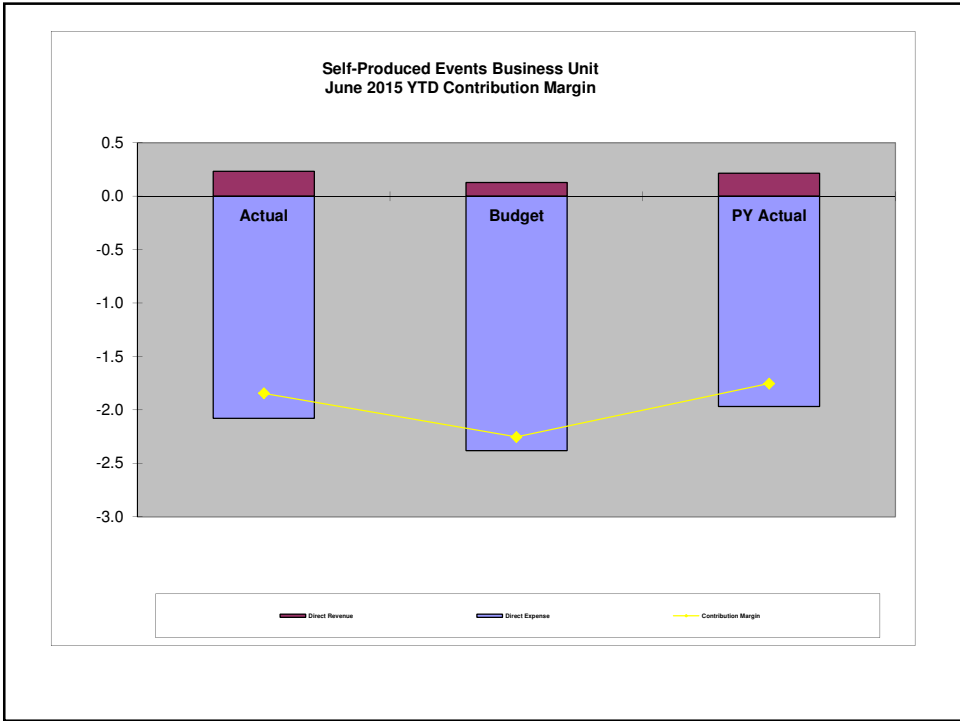






**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of June, 2016**

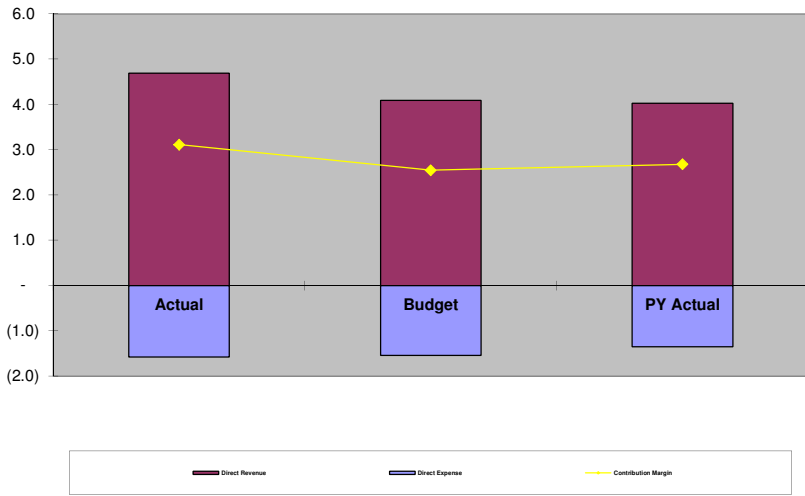
	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	(1.1)	(1.3)	(0.9)	10.0
Events Business Unit	2.3	1.8	2.3	3.5
Pacific Amphitheatre Business Unit	<u>(0.3)</u>	<u>(0.2)</u>	<u>(0.2)</u>	<u>1.1</u>
Total Business Unit Contribution Margin	0.9	0.3	1.2	14.5
Net Overhead Expense (Cash)	<u>(3.5)</u>	<u>(4.3)</u>	<u>(3.2)</u>	<u>(11.2)</u>
Net Cash Provided (Used) Subtotal	(2.5)	(4.0)	(2.0)	3.4
Major Projects	(0.1)	(0.5)	(0.0)	(0.5)
Capital Expenditures	(2.5)	(3.7)	(3.7)	(3.7)
Balance Sheet Changes	5.1	3.9	3.9	3.9
Net Increase (Decrease) in Cash	<u>(0.1)</u>	<u>(4.5)</u>	<u>(1.9)</u>	<u>2.8</u>



**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2016**

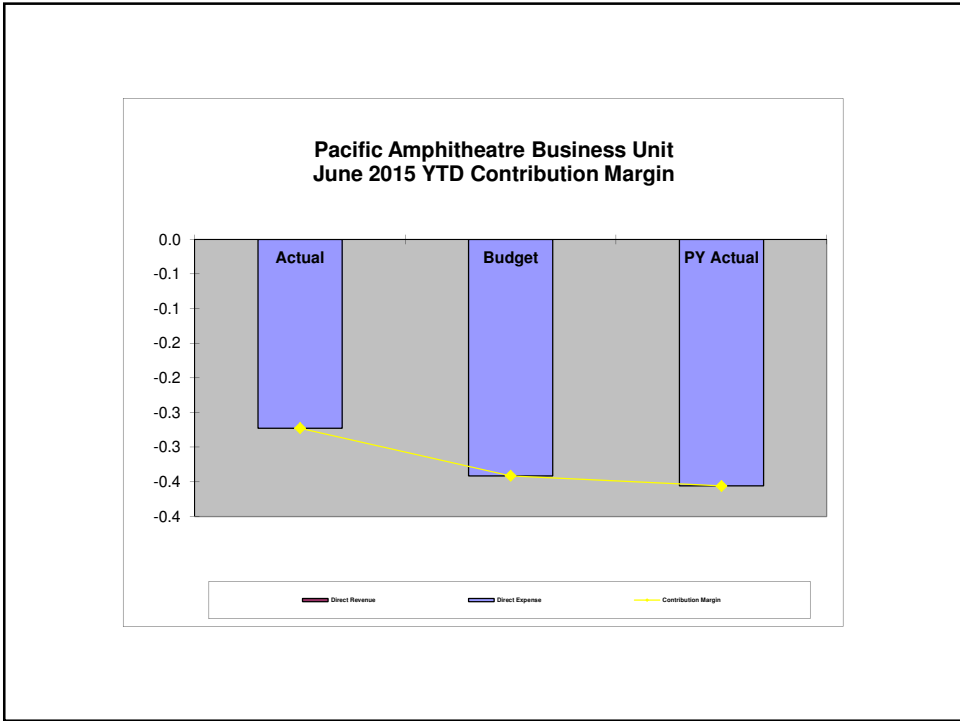
	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$8.3
Concessions	0.0	0.0	0.0	6.6
Carnival	0.0	0.0	0.0	3.6
Sponsorships	0.1	0.0	0.0	1.7
Commercial Space	0.0	0.0	0.0	1.5
Parking	0.0	0.0	0.0	2.3
Other Revenue	0.1	0.1	0.2	1.0
Total Direct Revenue	0.2	0.1	0.2	24.9
Payroll/Related	1.1	1.2	1.1	5.2
Outside Services	0.4	0.5	0.3	2.2
Marketing/Related	0.1	0.2	0.3	1.6
Supplies/Equipment/Rentals	0.3	0.4	0.2	2.5
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.1	0.1	0.1	1.7
Total Direct Expense	2.1	2.4	2.0	14.4
Contribution to Overhead and CapEx	(\$1.8)	(\$2.3)	(\$1.8)	\$10.6

**Year-Round Events Business Unit
June 2015 YTD Contribution Margin**



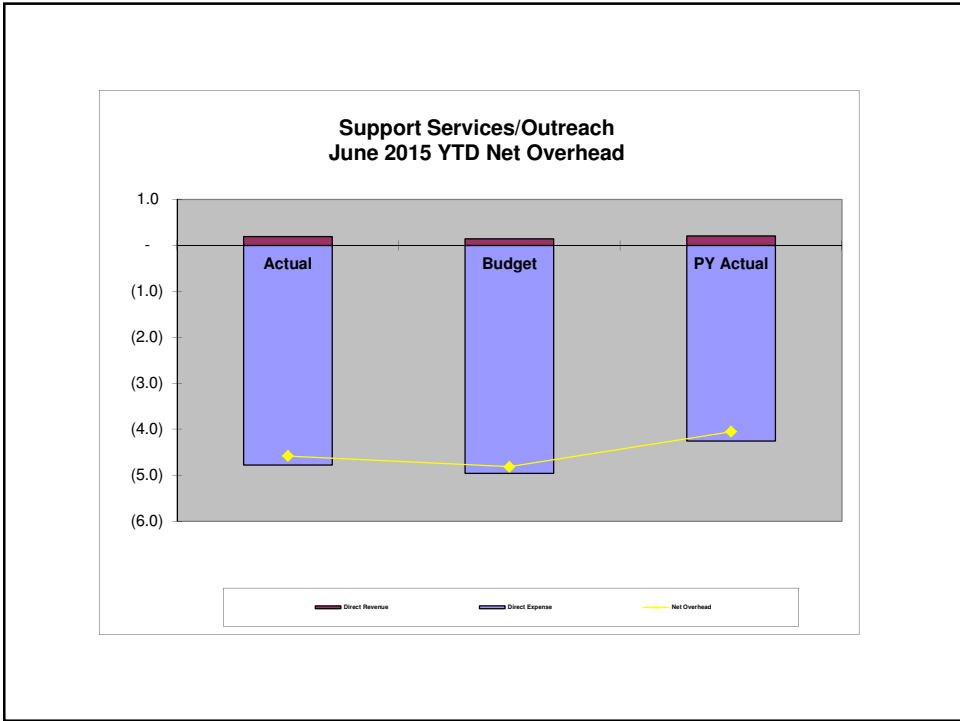
**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$1.7	\$1.5	\$1.6	\$3.3
Personnel Services	0.8	0.6	0.6	1.1
Concessions	0.6	0.5	0.5	0.9
Equipment Rentals	0.4	0.3	0.3	0.5
Admissions/Parking	1.2	1.1	1.0	1.9
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	4.7	4.1	4.0	7.8
Payroll/Related	1.0	1.0	0.9	2.2
Outside Services	0.2	0.2	0.1	0.2
Supplies/Equipment/Rentals	0.0	0.1	0.1	0.1
Facility/Related	0.3	0.2	0.2	0.4
Marketing/Related	0.1	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	1.6	1.5	1.4	3.1
Contribution to Overhead and CapEx	\$3.1	\$2.5	\$2.7	\$4.7



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of June, 2016**

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Ticket Sales	\$0.0	\$0.0	\$0.0	\$5.7
Facility Fee	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.5
Parking	0.0	0.0	0.0	0.5
Sponsorship	0.0	0.0	0.0	0.1
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	0.0	0.0	0.0	7.7
Performers' Fees	0.0	0.0	0.0	3.4
Outside Services	0.1	0.1	0.2	0.5
Marketing/Related	0.2	0.1	0.2	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.6
Payroll/Related	0.0	0.0	0.0	0.2
Other Expense	0.0	0.1	0.0	0.2
Total Direct Expense	0.3	0.3	0.4	5.1
Contribution to Overhead and CapEx	(\$0.3)	(\$0.3)	(\$0.4)	\$2.5



Support Services/Outreach Business Unit Net Overhead Summary Year to Date as of June, 2016

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Interest	\$0.1	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.1	\$0.0	\$0.1	\$0.1
Total Revenue	\$0.2	\$0.1	\$0.2	\$0.3
Payroll/Related	\$3.1	\$3.3	\$2.9	\$7.2
Facility/Related	\$0.7	\$0.8	\$0.6	\$3.1
Supplies/Telephone/Postage	\$0.4	\$0.4	\$0.3	\$0.8
Outside Services	\$0.3	\$0.2	\$0.2	\$0.4
Insurance	\$0.2	\$0.2	\$0.2	\$0.3
Other Expense	\$0.1	\$0.1	\$0.1	\$0.3
Total Expense	\$4.8	\$5.0	\$4.3	\$12.1
Net Overhead	(\$4.6)	(\$4.8)	(\$4.1)	(\$11.8)
Major Projects	\$0.2	\$0.7	\$0.1	\$0.7
Non-Cash Expenses:				
Depreciation Expense	\$1.4	\$1.4	\$1.2	\$2.8
Total Non-Cash Expense	\$1.4	\$1.4	\$1.2	\$2.8

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
June 30, 2016 and 2015**

	2016	2015
ASSETS		
Cash	\$ 3,502,156	\$ 1,500,545
Investments	30,787,388	28,576,566
Accounts Receivable	1,272,306	2,182,732
Reserve for Bad Debt	(18,283)	(11,850)
Prepaid Expenses	406,390	323,973
Total Assets	35,949,957	32,571,966
Capital Projects in Process	4,016,438	15,215,875
Land	133,553	133,553
Buildings and Improvements	45,283,719	31,863,531
Equipment	322,275	365,406
Total Capital	49,755,985	47,578,365
Total Assets	\$ 85,705,942	\$ 80,150,331
Liabilities		
Accounts Payable	\$ 1,149,049	\$ 1,005,455
Deferred Revenue	8,884,418	9,379,894
Payroll Liabilities	513,684	330,388
Deposits	5,002	30,000
Other Liabilities	436,674	-
Compensated Absences Liability	935,843	962,269
Total Liabilities	11,924,670	11,708,006
Net Resources		
Investment in Capital Assets	49,755,985	47,578,366
Net Resources - Designated Use	859,341	809,341
Net Resources - Available for Operations	28,315,052	24,858,455
Net Resources - Auction Fund	13,921	20,981
	78,944,299	73,267,143
Net Proceeds from Operations	(5,163,027)	(4,824,817)
Total Net Resources	73,781,272	68,442,326
Total Liabilities and Net Resources	\$ 85,705,942	\$ 80,150,332

**32nd D A A - OC Fair & Event Center
Statement of Operations (Unaudited)
Year to Date as of June, 2016**

	2016 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2015 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2016 Budget
Revenues								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 10,119,050
Commercial Space Rental Revenue	3,560	6,100	(2,540)	-41.6%	3,140	420	13.4%	1,496,100
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	10,709,272
Exhibits Revenue	65,000	88,298	(23,298)	-26.4%	87,674	(22,674)	-25.9%	116,685
Attractions Revenue	-	1,500	(1,500)	-100.0%	-	-	N/A	4,972,265
Miscellaneous Revenue	216,046	14,200	201,846	1421.5%	107,350	108,696	101.3%	5,153,854
Total OC FEC-Produced Event Revenue	284,606	110,098	174,508	158.5%	198,164	86,442	43.6%	32,567,226
Facility Rental Revenue	1,723,262	1,521,912	201,350	13.2%	1,574,848	148,414	9.4%	3,296,876
Other Event Revenue	2,990,414	2,587,636	402,778	15.6%	2,471,385	519,030	21.0%	4,638,970
Equestrian Center Revenue	50,752	50,500	252	0.5%	50,211	541	1.1%	106,600
Other Operating Revenue	61,631	24,210	37,421	154.6%	46,090	15,541	33.7%	57,045
Total Rental Revenue	4,826,059	4,184,258	641,801	15.3%	4,142,534	683,525	16.5%	8,099,491
Interest Earnings	79,562	43,350	36,212	83.5%	38,317	41,246	107.6%	86,700
Grants	2,256	22,500	(20,244)	-90.0%	5,104	(2,847)	-55.8%	45,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	-	-	-	N/A	62,528	(62,528)	-100.0%	-
Prior Year Revenue	2,191	-	2,191	N/A	-	2,191	N/A	-
Total Non-Operating Revenue	84,009	65,850	18,159	27.6%	105,948	(21,939)	-20.7%	131,700
Total Revenue	\$ 5,194,675	\$ 4,360,206	\$ 834,469	19.1%	\$ 4,446,646	\$ 748,029	16.8%	\$ 40,798,417
Expenses								
Payroll and Related Expense	\$ 5,207,809	\$ 5,554,925	\$ 347,117	6.2%	\$ 4,847,042	\$ (360,767)	-7.4%	\$ 14,780,871
Professional Services Expense	955,411	975,610	20,198	2.1%	705,586	(249,825)	-35.4%	3,337,897
Directors Expense	6,518	7,750	1,232	15.9%	4,164	(2,354)	-56.5%	15,500
Insurance Expense	227,802	156,590	(71,212)	-45.5%	234,822	7,020	3.0%	312,390
Telephone & Postage Expense	85,616	75,170	(10,445)	-13.9%	69,093	(16,523)	-23.9%	168,109
Supplies and Equipment Expense	679,841	803,284	123,443	15.4%	561,459	(118,382)	-21.1%	3,868,536
Facility and Related Expense	1,023,145	1,060,427	37,283	3.5%	906,607	(116,538)	-12.9%	4,643,356
Publicity & Related Expense	350,627	411,651	61,024	14.8%	484,657	134,030	27.7%	2,100,165
Attractions Expense	16,200	17,000	800	4.7%	16,900	700	4.1%	4,548,679
Other Self-Prod Event Expense	2,634	-	(2,634)	N/A	1,931	(702)	-36.4%	250,172
Premium Expense	18,310	28,202	9,892	35.1%	11,553	(6,757)	-58.5%	117,004
Other Operating Expense	104,402	128,662	24,260	18.9%	68,495	(35,907)	-52.4%	548,903
Total Operating Expense	8,678,315	9,219,272	540,957	5.9%	7,912,310	(766,005)	-9.7%	34,691,583
Depreciation Expense	1,407,370	1,406,052	(1,318)	-0.1%	1,194,565	(212,805)	-17.8%	2,812,104
Major Projects	246,208	681,000	434,792	63.8%	146,658	(99,550)	-67.9%	681,000
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	25,809	-	(25,809)	N/A	17,930	(7,879)	N/A	-
Total Non-Operating Expense	1,679,387	2,087,052	407,665	19.5%	1,359,153	(320,234)	-23.6%	3,493,104
Total Expense	\$ 10,357,702	\$ 11,306,324	\$ 948,622	25.4%	\$ 9,271,463	\$ (1,086,239)	-33.2%	\$ 38,184,687
Net Proceeds	\$ (5,163,027)	\$ (6,946,118)	\$ 1,783,091	25.7%	\$ (4,824,817)	\$ (338,210)	-7.0%	\$ 2,613,730

**32nd District Agricultural Association
OC Fair & Event Center
Costa Mesa, CA**

**Statement of Cash Flows (Unaudited)
For the Six Months Ended June 30, 2016 and 2015**

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess of Expenses Over Revenues:	<u>\$ (5,163,027)</u>	<u>\$ (4,816,601)</u>
Adjustment to Reconcile Excess of Expenses Over Revenue to Net Cash Provided by Operating Activities:		
Non-Cash Charges to Net Income		
Depreciation Expense	1,407,370	1,194,565
(Increase) Decrease in Current Assets		
Accounts Receivable	(973,261)	(1,574,602)
Other Assets	(133,649)	(305,174)
Increase (Decrease) in Current Liabilities		
Accounts Payable	540,486	615,619
Deferred Revenue	8,672,059	1,280,648
Other Liabilities	120,470	7,844,608
Total Adjustments	<u>9,633,475</u>	<u>9,055,664</u>
Net Cash Provided (Used) by Operating Activities	<u>4,470,448</u>	<u>4,239,063</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
(Increase) Decrease in Capital Projects in Progress	(3,749,561)	(2,981,283)
(Increase) Decrease in Building & Improvements	8,861	0
(Increase) Decrease in Equipment	(17,724)	0
Net Cash Provided (Used) by Investing Activities	<u>(3,758,424)</u>	<u>(2,981,283)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Cash Provided (Used) by Financing Activities	<u>0</u>	<u>0</u>
NET INCREASE (DECREASE) IN CASH	712,024	1,257,780
Cash and Cash Equivalent - Beginning of Year	<u>33,577,520</u>	<u>28,819,331</u>
Cash and Cash Equivalent - End of Period	<u><u>\$ 34,289,544</u></u>	<u><u>\$ 30,077,111</u></u>

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
June 30, 2016

Description	2016 Budget	2016 Spent	2016 Budget Remaining
Buildings and Improvements			
Pac Amp Renovation	0	943	(943)
AG Memorial	75,000	0	75,000
Arena: RR Trailer Remodel	0	12,202	(12,202)
ASA: Re-Roof & Structure Repair	210,000	507,103	(297,103)
Century Barn Replacement	180,000	6,123	173,877
Gate 2: Drive Lane Asphalt	150,000	156,123	(6,123)
Lot B: Slurry & Stripe	350,000	363,543	(13,543)
Lot C: Slurry & Stripe	100,000	113,543	(13,543)
Lot D: Seal & Stripe	100,000	113,543	(13,543)
Pac Amp: Fall Protection System	0	1,265	(1,265)
Pac Amp: Seat Replacement	1,200,000	995,442	204,558
Heroes Hall	3,120,000	939,968	2,180,032
Parking: Signage	80,000	0	80,000
Exterior RR Countertop Replacement	0	4,755	(4,755)
Bldg 10: Roof	300,000	0	300,000
Bldg 10: HVAC	307,000	0	307,000
Bldg 12: Gutter Installation	20,000	16,428	3,572
Bldg 14: Roof	50,000	0	50,000
Cent Farm: Pipe Corral	80,000	0	80,000
Event Ops: Paneling	13,000	12,985	15
Gate 10: Asphalt Repair	40,000	0	40,000
Grnds: Asphalt Repairs	200,000	52,860	147,140
Landscape Layout Redesign	75,000	40,921	34,079
Livestock Judging Arena Project	70,000	84,555	(14,555)
Pac Amp: RR Doors Roll Up	20,000	0	20,000
Parking Lot: LED Conversion	140,000	34,245	105,755
Pit Stop Grill: Electrical Upgrade	20,000	0	20,000
Plaza Pacifica: Turf	65,000	7,567	57,433
Plaza Pacifica: Asphalt Festival Area	30,000	0	30,000
Plaza Pacific: Lobby Doors	15,000	0	15,000
Plaza Pacifica: Asphalt Lower Level	170,000	0	170,000
Promenade: Light Tower Power	9,000	4,500	4,500
Ranch/Lvstck: Asphalt Repair	65,000	0	65,000
Ranch: Asphalt Dirt Road	25,000	0	25,000
Plaza Pacifica: Wall Coating	25,000	0	25,000
Landscape: Planter Bed	15,000	0	15,000
Pac Amp: Slurry	18,000	10,187	7,813
Total Buildings and Improvements	7,337,000	3,478,801	3,858,199
Carnival Improvements			
Family Fairway: Artificial Turf	100,000	0	100,000
Light Tower	0	(4,005)	4,005
Lot G: Asphalt Repair/Replace/Slurry/Str	250,000	0	250,000
Carnival: Asphalt Repair / Seal	170,000	0	170,000
Carnival Electrical	0	55,674	(55,674)
Total Carnival Improvements	520,000	51,669	468,331
Equipment			
Action Sports Arena	0	0	0
Hangar	0	0	0
Pacific Amphitheatre	0	0	0
Community Relations Cart	0	0	0
Carts: Box Office Passenger	0	0	0
Portable Generator - Emergency Backup	120,000	0	120,000
Admin: Generator	250,000	0	250,000
Adobe Creative Cloud	20,000	18,168	1,832
Event Ops: Carts (3)	15,000	0	15,000
Exhibit Equipment	60,000	31,091	28,909
Maint: Forklift	90,000	32,989	57,011
Maint: Scissor Lift	40,000	38,432	1,568
Gate Ops: Magnetometers	80,000	62,648	17,352
Parking: Portable Light Tower	8,500	0	8,500
Portable Electric Panels (6)	30,000	0	30,000
Traffic Rated Lids	38,000	3,792	34,208
Cart: Parking Sales	0	9,013	(9,013)
Cart: Community Relations	0	10,839	(10,839)
Cart: Event Sales Services	0	9,013	(9,013)
Folder/Insertor	0	11,969	(11,969)
Total Equipment	751,500	227,952	523,549
Total Capital Expenditures	8,608,500	3,758,422	4,850,078
Major Projects			
ASA: Painting	180,000	154,699	25,301
Chair Dolly Carts (4)	6,000	0	6,000
Computers (7)	21,000	20,549	451
Fence: Paint Perimeter Green	24,000	0	24,000
Maint: Dumpsters (10) 2 1/2 Yard	32,000	13,023	18,977
Master Plan	200,000	0	200,000
Pac Amp: Paint Sound Walls	75,000	0	75,000
Picnic Tables (25)	15,000	21,600	(6,600)
Recycle Cans	20,000	5,038	14,962
Steel Foot Bridges	7,000	7,000	0
Spectra: Kitchen Canopy	75,000	0	75,000
Umbrellas (125)	26,000	24,300	1,700
Total Major Projects	681,000	246,208	434,792
Total Capital Expenditures & Major Projects	9,289,500	4,004,630	5,284,870

OC Fair & Event Center
Accounts Payable Checks Summary
June 2016

Check No.	Date	Vendor Name	Amount
79313	6/2/2016	626 Night Market	3,687.75
79314	6/2/2016	A-G Sod Farms, Inc.	11,280.00
79315	6/2/2016	Allstar Events	731.00
79316	6/2/2016	Alliant Insurance Services, Inc.	18,299.00
79317	6/2/2016	American Express	1,638.86
79318	6/2/2016	American Express	3,321.73
79319	6/2/2016	A&P Development & Construction, Inc.	108,720.00
79320	6/2/2016	VOID	-
79321	6/2/2016	Bonny McReynolds	200.00
79322	6/2/2016	Boyd & Associates, Inc.	85.00
79323	6/2/2016	BurrellesLuce	242.45
79324	6/2/2016	Cart Mart, Inc.	9,012.60
79325	6/2/2016	California Fairs Financing Authority	375,258.68
79326	6/2/2016	CCS Orange County Janitorial, Inc.	116.80
79327	6/2/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	13,840.75
79328	6/2/2016	Hahn & Bowersock, Inc.	1,704.44
79329	6/2/2016	Jackson - Dawson Communications	168.00
79330	6/2/2016	JRH Construction Company, Inc	399,551.00
79331	6/2/2016	KFRG	1,678.75
79332	6/2/2016	KSWD	2,125.00
79333	6/2/2016	Leslie Kristen Interiors, Inc.	6,795.00
79334	6/2/2016	Meagan Manning	849.00
79335	6/2/2016	MediaWorks Resource Group	350.00
79336	6/2/2016	Mesa Water District	17,444.37
79337	6/2/2016	nQativ, LLC	162.50
79338	6/2/2016	OC Public Relations Society of America	1,500.00
79339	6/2/2016	Orange County Register - Advertising	500.00
79340	6/2/2016	Orange County Wine Society, Inc.	17.00
79341	6/2/2016	Platinum Resource Group	1,056.25
79342	6/2/2016	Priority Neopost	1,285.00
79343	6/2/2016	PRG (California), Inc. (Production Resou	4,450.00
79344	6/2/2016	Quinceanera Magazine OC	2,796.00
79345	6/2/2016	Red Wing Hatchery	98.15
79346	6/2/2016	Quijote Corporation dba Sensis	26,225.00
79347	6/2/2016	Showbiz, Inc.	10,264.34
79348	6/2/2016	Slingshot Owners Event	1,446.00
79349	6/2/2016	Spencer Colman	44.00
79350	6/2/2016	Spectra	148.50
79351	6/2/2016	The Gas Company	215.76
79352	6/2/2016	United Rentals (North America), Inc.	3,016.71
79353	6/2/2016	West Coast Emergency Medical Services	2,515.75
79354	6/2/2016	AT&T	3,515.24
79355	6/9/2016	Association of State CA Supervisors	144.00
79356	6/9/2016	American Express	14.50
79357	6/9/2016	Amlon Industries, Inc.	2,138.40

**OC Fair & Event Center
Accounts Payable Checks Summary
June 2016**

Check No.	Date	Vendor Name	Amount
79358	6/9/2016	VOID	-
79359	6/9/2016	AT&T	231.62
79360	6/9/2016	Boca Systems, Inc.	14,998.63
79361	6/9/2016	California Technology Agency	821.00
79362	6/9/2016	California Fairs Financing Authority	1,020.35
79363	6/9/2016	California Fair Services Authority	1,877.55
79364	6/9/2016	City of Costa Mesa	12,804.48
79365	6/9/2016	CCS Orange County Janitorial, Inc.	12,818.80
79366	6/9/2016	Moor+South/Pier Mngmt Co., LP (Tandem)	14,140.00
79367	6/9/2016	CR&R Inc.	535.00
79368	6/9/2016	DeltaCare USA	652.51
79369	6/9/2016	Delta Dental Plan Of California	4,909.77
79370	6/9/2016	DSPM, Inc.	4,550.74
79371	6/9/2016	Elite Show Services, Inc.	2,368.34
79372	6/9/2016	Franchise Tax Board	59.01
79373	6/9/2016	GRAINGER	243.00
79374	6/9/2016	Haitbrink Asphalt Paving, Inc.	9,150.00
79375	6/9/2016	International Speedway, Inc.	1,164.00
79376	6/9/2016	Invicta Fighting Championship	119.50
79377	6/9/2016	IUOE, Craft/Maint. Division	1,402.50
79378	6/9/2016	Joe A. Gonsalves & Son	5,000.00
79379	6/9/2016	Kaiser Permanente	43,014.46
79380	6/9/2016	Kelly Associates Management Group LLC	450.00
79381	6/9/2016	Martin Container, Inc.	1,093.60
79382	6/9/2016	Mike's Precision Welding, Inc.	427.50
79383	6/9/2016	Gravity Technologies Inc.	844.00
79384	6/9/2016	Orange County Treasurer-Tax Collector	34,998.62
79385	6/9/2016	CA Public Employees Retirement System	49,369.67
79386	6/9/2016	Pinnacle Petroleum, Inc.	1,230.85
79387	6/9/2016	Platinum Resource Group	2,812.50
79388	6/9/2016	Ruby Lau	112.86
79389	6/9/2016	Scott Equipment, Inc.	824.94
79390	6/9/2016	SEIU Local 1000 CA State Employees Asso.	1,594.59
79391	6/9/2016	Southern California Edison	49,416.67
79392	6/9/2016	Sound Media Fusion, LLC	4,550.00
79393	6/9/2016	Spectra	2,212.66
79394	6/9/2016	Time Centre, Inc.	6,280.00
79395	6/9/2016	United Scottish Society	116,431.16
79396	6/9/2016	United Rentals (North America), Inc.	126.36
79397	6/9/2016	West Coast Emergency Medical Services	761.25
79398	6/9/2016	Tsutsumida Pictures	262.50
79399	6/9/2016	Gocashless Corp	170.00
79400	6/16/2016	AT&T	2.56
79401	6/16/2016	Bettina Lau	8.00
79402	6/16/2016	Jeff Wilson	10.00

**OC Fair & Event Center
Accounts Payable Checks Summary
June 2016**

Check No.	Date	Vendor Name	Amount
79403	6/16/2016	Spectra	12.12
79404	6/16/2016	American Express	39.14
79405	6/16/2016	Jeanne's Candy Kitchen	50.00
79406	6/16/2016	L J Hausner Contstruction Company	50.00
79407	6/16/2016	AT&T	76.50
79408	6/16/2016	Boyd & Associates, Inc.	125.00
79409	6/16/2016	John Zeretzke	150.00
79410	6/16/2016	Aquatic Service, Inc.	250.00
79411	6/16/2016	BurrellesLuce	298.20
79412	6/16/2016	State Disbursement Unit	331.00
79413	6/16/2016	CCS Orange County Janitorial, Inc.	481.80
79414	6/16/2016	Crainco, Inc.	577.50
79415	6/16/2016	CCS Orange County Janitorial, Inc.	686.20
79416	6/16/2016	Crainco, Inc.	715.00
79417	6/16/2016	ThyssenKrupp Elevator Corporation	726.96
79418	6/16/2016	Jose Martinez Tree Service, Inc.	1,400.00
79419	6/16/2016	AT&T	1,456.63
79420	6/16/2016	Eisel Enterprises, Inc.	1,807.92
79421	6/16/2016	Verizon Wireless	2,079.53
79422	6/16/2016	VOID	-
79423	6/16/2016	Leslie Kristen Interiors, Inc.	2,903.85
79424	6/16/2016	KKGO - FM	3,332.00
79425	6/16/2016	Southern California Edison	3,815.92
79426	6/16/2016	Pinnacle Landscape Company	4,657.57
79427	6/16/2016	Leslie Kristen Interiors, Inc.	6,165.00
79428	6/16/2016	Lisa Sexton	6,996.75
79429	6/16/2016	Department of Human Resources Cal HR	3,034.50
79430	6/22/2016	Sharon Stoll	8.75
79431	6/22/2016	Alyssa Tyner	46.19
79432	6/22/2016	Pacific Clippings	59.00
79433	6/22/2016	American Cancer Society	61.00
79434	6/22/2016	AT&T	80.00
79435	6/22/2016	Sectran Security, Inc.	80.00
79436	6/22/2016	VOID	-
79437	6/22/2016	Rebecca Marocchi	125.67
79438	6/22/2016	Department of General Services	135.20
79439	6/22/2016	Put On The BRAKES, Inc.	181.00
79440	6/22/2016	CCS Orange County Janitorial, Inc.	262.80
79441	6/22/2016	Spectra	302.94
79442	6/22/2016	Platinum Resource Group	650.00
79443	6/22/2016	Leslie Kristen Interiors, Inc.	651.93
79444	6/22/2016	Pinnacle Petroleum, Inc.	655.87
79445	6/22/2016	West Coast Emergency Medical Services	717.75
79446	6/22/2016	The Fly Guy	782.20
79447	6/22/2016	TN Sheet Metal, Inc.	821.40

**OC Fair & Event Center
Accounts Payable Checks Summary
June 2016**

Check No.	Date	Vendor Name	Amount
79448	6/22/2016	Ryan Haag	950.00
79449	6/22/2016	N-Effect Productions	951.00
79450	6/22/2016	Department of Human Resources Cal HR	1,096.50
79451	6/22/2016	B & L Productions	1,189.00
79452	6/22/2016	Jerry Liu & Associates	1,387.50
79453	6/22/2016	Roy Englebrecht Promotions	1,481.50
79454	6/22/2016	Modular Space Corporation / Modspace	1,768.31
79455	6/22/2016	Cart Mart, Inc.	1,823.04
79456	6/22/2016	CR&A Custom, Inc.	1,841.09
79457	6/22/2016	Pre-Fab Builders, Inc.	2,137.00
79458	6/22/2016	Pacific Carpet and Tile Cleaning	2,390.40
79459	6/22/2016	California Fair Services Authority	2,682.08
79460	6/22/2016	Sound Media Fusion, LLC	2,940.00
79461	6/22/2016	VOID	-
79462	6/22/2016	TalentWise, Inc.	4,426.00
79463	6/22/2016	Fred's Custom Draperies	4,969.00
79464	6/22/2016	Dalmarko Designs	5,356.60
79465	6/22/2016	Lisa Sexton	6,996.75
79466	6/22/2016	CWF, Inc. dba A1 Event & Party Rental	7,000.00
79467	6/22/2016	CR&R Inc.	8,685.55
79468	6/22/2016	Lopez Works, Inc.	36,270.50
79469	6/28/2016	Southern California Edison	320.00
79470	6/30/2016	Adcom Publishing DbA Bride World Expo	1,209.50
79471	6/30/2016	A & H Refrigeration, Inc.	480.00
79472	6/30/2016	American Express	54.63
79473	6/30/2016	American Express	2,995.21
79474	6/30/2016	ASCAP	6,971.39
79475	6/30/2016	ASCAP	241.04
79476	6/30/2016	AT&T	3,837.36
79477	6/30/2016	Bugorama Promotions	2,009.50
79478	6/30/2016	California Technology Agency	821.00
79479	6/30/2016	Capistrano Connections Academy	68.00
79480	6/30/2016	California Fairs Financing Authority	3,869.94
79481	6/30/2016	California Fair Services Authority	17,425.93
79482	6/30/2016	CCS Orange County Janitorial, Inc.	321.20
79483	6/30/2016	CR&A Custom, Inc.	1,751.29
79484	6/30/2016	Department of Human Resources Cal HR	1,348.10
79485	6/30/2016	Fusco Engineering, Inc.	3,180.50
79486	6/30/2016	Hahn & Bowersock, Inc.	1,596.50
79487	6/30/2016	Haitbrink Asphalt Paving, Inc.	20,300.00
79488	6/30/2016	Jerry Liu & Associates	1,275.00
79489	6/30/2016	Jose Martinez Tree Service, Inc.	9,400.00
79490	6/30/2016	Johanna C. Svensson	310.18
79491	6/30/2016	Mike Coon	1,100.00
79492	6/30/2016	Orange County Treasurer-Tax Collector	9,313.87

**OC Fair & Event Center
Accounts Payable Checks Summary
June 2016**

Check No.	Date	Vendor Name	Amount
79493	6/30/2016	OC Weekly, LP	2,410.00
79494	6/30/2016	OutFront Media LLC	550.00
79495	6/30/2016	Pacific Carpet and Tile Cleaning	1,936.38
79496	6/30/2016	Pinnacle Petroleum, Inc.	1,261.07
79497	6/30/2016	Pitney Bowes Inc.	576.72
79498	6/30/2016	Platinum Resource Group	1,075.00
79499	6/30/2016	Randy Jones	1,400.00
79500	6/30/2016	RFC Flooring, Inc.	4,877.00
79501	6/30/2016	Ricoh Americas Corporation	178.87
79502	6/30/2016	Safeguard Health Plans	37.62
79503	6/30/2016	SoCal District United Pentecostal Church	1,161.00
79504	6/30/2016	Quijote Corporation dba Sensis	26,000.00
79505	6/30/2016	Southern California Edison	4,065.12
79506	6/30/2016	VOID	-
79507	6/30/2016	State Disbursement Unit	331.00
79508	6/30/2016	West Coast Emergency Medical Services	638.00
79509	6/30/2016	World Pet Association, Inc aka: Pet Expo	5,360.00
Total June 2016 AP Checks			1,730,765.36

**OC Fair & Event Center
Electronic Payments Summary
June 2016**

Reference No.	Date	Vendor Name	Amount
E14551705	6/23/2016	CA Public Employees Retirement System	187.00
E14551705	6/9/2016	CA Public Employees Retirement System	3,399.24
E14556381	6/9/2016	CA Public Employees Retirement System	0.01
E49354582	6/20/2016	Pitney Bowes Inc.	3,000.00
E3556185562	6/3/2016	Paypal, Inc.	157.25
ACH Banking Fees / Credit Card Fees / Payroll Tax Transactions			
American Express Credit Card Fees			856.19
Authorize.Net Fees			60.80
Banking Analysis Fee			-
Gateway Services Fees			68.25
Global Pay Fees			78.29
Merchant Service Bankcard Fees			4,739.54
Paymentech Credit Card Merchant Fees			5,790.62
Payroll Taxes			144,771.07
Total June 2016 Electronic Payments			163,108.26



Media Contact: Communications Dept.
OC Fair & Event Center
(714) 708-1543

OC Fair & Event Center August and September 2016 Events Calendar Features OC Night Market, Fight Club, Labor Day Car Cruise & Sand Sports Super Show

Costa Mesa, Calif. (August-September 2016) – The OC Fair & Event Center is home to a variety of events throughout the year. Here is the current August and September 2016 events calendar:

August 2016 at the OC Fair & Event Center

- 20** [48th Annual Costa Mesa Speedway - Harley Night #2](#) ★
The most exciting, colorful and unpredictable live action racing event in the nation. Costa Mesa Speedway has put fans right on top of all the action from the comfort of Arena style grandstand seating since 1969. Suitable for the whole family. August 4 features speedway motorcycles and Harley and Chopper racing.
Hours: Saturday 6-10 p.m.
Admission (Sold at the gates): General \$20, Senior (65+) / Junior (13-17) \$15, Child (3-12) \$10, Military with ID \$15 (Children 2 & younger are free)
Information: CostaMesaSpeedway.net, [cmspeedway \[at\] sbcglobal.net](mailto:cmspeedway@sbcglobal.net), (949) 492-9933
- 20-21** [Crossroads of the West Gun Show](#)
Two-day gun and estern Americana show.
Hours: Saturday 9 a.m.-5 p.m., Sunday 9 a.m.-4 p.m.
Admission: \$16 (Children 12 & younger are free when accompanied by a parent or guardian)
Information: crossroadsgunshows.com, (801) 544-9125, [gunshows \[at\] crossroadsgunshows.com](mailto:gunshows@crossroadsgunshows.com)
- 25** [Fight Club OC](#)
Orange County's only professional boxing and professional mixed martial arts show on one night in one venue.
Hours: Thursday 7-10 p.m. Join us for Happy Hour specials before the action (5:30-6:30 p.m.)
Admission: \$60 (Children 5 & younger are free)
Information: fightcluboc.com, (949) 760-3131, [fightpromotions \[at\] gmail.com](mailto:fightpromotions@gmail.com)

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- 26-28** [Gem Faire](#)
Featuring the finest in gems, beads, fine jewelry, costume jewelry, minerals, crystals, lapidary equipment, imports and much more from around the world.
Hours: Friday Noon-6 p.m. (Special wholesale preview 10 a.m.-Noon), Saturday 10 a.m.-6 p.m., Sunday 10 a.m.-5 p.m.
Admission: \$7 weekend pass (Children 12 & younger are free)
Information: gemfaire.com, (503) 252-8300, info [at] gemfaire.com
- 26-28** [OC Night Market](#) ★
OC Night Market returns with hundreds of new and returning chefs with delectable dishes plus dozens of merchandise, crafts, artists, games, and live performances.
Hours: Friday-Saturday 4 p.m.-Midnight, Sunday 4-11 p.m.
Admission: \$5 (Children 6 & younger are free)
Information: ocnightmarket.com, info [at] ocnightmarket.com
- 27-28** [SoCal World Guitar Show](#)
Attendees can buy, sell or trade all types of new, used, old and rare musical items with dealers, collectors, authors, appraisers and buyers (foreign & domestic). Attendees may bring in all they can carry to sell, trade or have appraised.
Hours: Saturday 10 a.m.-5 p.m., Sunday 10 a.m.-4 p.m.
Admission: \$20 (Children 11 & younger are free)
Information: calshows.tv, show [at] stringswest.com, (918) 288-2222

★ *This is a family-friendly event. Click on the icon for a full list of upcoming events for children and families.*

September 2016 at the OC Fair & Event Center

- 2-4** [The 34th Annual Great Labor Day Cruise](#) ★
Enjoy the 34th year of this three-day hot rod car show. Proceeds benefit the Freedom Station assisting wounded soldiers returning to civilian life.
Hours: Friday Noon-6 p.m., Saturday 8 a.m.-6 p.m., Sunday 8 a.m.-4 p.m.
Admission (Sold at the gates): One-Day \$15, Three Day \$30 (Children 12 & younger are free)
Information: occa-inc.com, info [at] occa-inc.com, (702) 534-0294
- 10** [48th Annual Costa Mesa Speedway Bonanza](#) ★
The most exciting, colorful and unpredictable live action racing event in the nation. Costa Mesa Speedway has put fans right on top of all the action from the comfort of Arena style grandstand seating since 1969. Suitable for the whole family.
Hours: Saturday 6-10 p.m.
Admission (Sold at the gate): General \$20, Senior (65+) \$15, Junior (13-17) \$15, Child (3-12) \$10, Military with ID \$15 (Children 2 & young are free)
Information: CostaMesaSpeedway.net, cmspeedway [at] sbcglobal.net, (949) 492-9933

-
- 10-11** **B.R.A.K.E.S – Teen Pro Active Driving School** ★
Free, defensive driving program for teenagers (15-19) who have a learner's permit or driver's license and have at least 30 hours of driving experience.
Hours: 8 a.m.-5 p.m.
Admission: Free. Participants must pre-register online.
Information: putonthebrakes.org
- 10-11** **[Summer Beach Party Dog Show](#)** ★
Attendees can watch and learn as over 1200 dogs will compete for the coveted Beset in Show, obedience and rally trials.
Hours: Saturday 8 a.m.-8 p.m., Sunday 8 a.m.-5 p.m.
Admission: Free
Information: savkc.org, [webdesigner \[at\] savkc.org](mailto:webdesigner@savkc.org)
- 16-18** **[Sand Sport Super Show](#)** ★
The biggest and most exciting dune and dirt sports expo in the world for sand sports enthusiasts.
Hours: Friday 4-10 p.m., Saturday 9 a.m.-7 p.m., Sunday 9 a.m.-4 p.m.
Admission: General One-Day \$15, Three-Day \$25, Military (Veterans and active-duty with ID) \$10 (Children 12 & younger are free)
Information: sandsportssupershow.com, [info \[at\] sandsportssupershow.com](mailto:info@sandsportssupershow.com)
(310) 533-0589
- 16-17** **Stadium Super Trucks**
Presented by TRAXXAS this off-road-type racing features identically prepared high-horsepower trucks made to resemble their scaled-down Traxxas radio-control-car counterparts.
Hours: Friday-Saturday 7-9:45 p.m.
Admission (Sold at gates only): TBA
Information: stadiumsupertrucks.com
- 24** **[48th U.S. National Speedway Championship](#)** ★
The most exciting, colorful and unpredictable live action racing event in the nation. Costa Mesa Speedway has put fans right on top of all the action from the comfort of Arena style grandstand seating since 1969. Suitable for the whole family. September 24 features the run for the annual United States National Championship.
Hours: Saturday 6-10 p.m.
Admission (Sold at the gates): General \$20, Senior (65+) \$15, Junior (13-17) \$15, Child (3-12) \$10, Military with ID \$15 (Children 2 & young are free)
Information: CostaMesaSpeedway.net, [cmspeedway \[at\] sbcglobal.net](mailto:cmspeedway@sbcglobal.net),
(949) 492-9933

24

[Cruisin' for a Cure](#) ★

A full day of more than 3,500 hot rod, classic & muscle cars plus other activities including more than 200 vendors, live music, prizes and food. Also, men and their families are encouraged to learn more about prostate cancer, a disease that kills thousands of men a year. Free prostate cancer screening will be available for men 40 and older.

Hours: Saturday 6 a.m.-4 p.m.

Admission (Tickets are sold at the gates. Cash only please.): General \$15 (Children 12 and younger are free)

Information: cruisinforacure.com, [dbaker52 \[at\] aol.com](mailto:dbaker52@aol.com), 949-353-7353

29-Oct. 1 [Quilt, Craft and Sewing Festival](#)

Referred to as creative, colorful and cool, this three-day show features quilting, sewing, needle art and crafting supplies. Attendees can see, try and buy all these things for their own beautiful projects.

Hours: Thursday-Friday 10 a.m.-5 p.m., Saturday 10 a.m.-4 p.m.

Admission: Free

Information: quiltcraftsew.com, [rustybarn1 \[at\] aol.com](mailto:rustybarn1@aol.com), (650) 269-0889

29-Oct. 1 [Sugar Plum Arts & Crafts Festival](#)

Sugar Plum welcomes the holiday season with gifts to warm the heart and accessories that make a home. Shoppers can find quality hand-crafted merchandise made in the U.S. from more than 120 vendors plus antiques and collectibles.

Hours: Thursday-Friday 10 a.m.-8 p.m., Saturday 9 a.m.-5 p.m.

Admission: Free

Information: sugarplumfestivals.com, (562) 596-0857, [PlumCrazy \[at\] SugarPlumCrafts.com](mailto:PlumCrazy@SugarPlumCrafts.com)

★ *This is a family-friendly event. Click on the icon for a full list of upcoming events for children and families.*

August & September 2016 Weekly Events

[Centennial Farm](#) ★

Three-acre working farm designed to educate youth and their families about agriculture and its importance to daily life with fruit and vegetable gardens, livestock and the Millennium Barn.

Hours (Aug. 22-Sept. 27): Daily 9 a.m.-4 p.m.

Closed September 5.

Hours (Sept. 28-On): Monday-Friday 1-4 p.m., Saturday-Sunday 9 a.m.-4 p.m.

Admission: Free (During all-grounds events, admission may be required. Check ocfair.com for more information.)

Information: OC Fair & Event Center, ocfair.com, (714) 708-1916

[Food Truck Fare – Wednesday \(After Dark\) & Thursday \(Lunch\)](#) ★

Enjoy a gourmet food truck meal twice a week at the OC Fair & Event Center. Wednesday features tasty dinner options while Thursday features lunchtime options from a variety of food trucks. Held near the Pacific Amphitheatre Box Office, enter at Gate 1 off Fair Drive.

Hours (restarts August 31): Wednesday 5:30-9 p.m., Thursday 11 a.m.-2 p.m.

Admission and Parking: Free (Food prices vary per truck)

Information & Weekly Offerings: ocfair.com, [Twitter.com/ocfair](https://twitter.com/ocfair), [Facebook.com/ocfair](https://facebook.com/ocfair)

Farmers Market ★

Find the freshest fruit, vegetables, nuts and more at this weekly California-certified market.

Hours (Restarts August 18): Thursday 9 a.m.-1 p.m.

Admission and Parking: Free

Information: Orange County Farm Bureau, ocfarmbureau.org, (714) 573-0374

Orange County Market Place ★

A unique weekend swap meet celebrating food, fun, value and the entrepreneurial spirit.

Hours (Restarts August 20): Saturday and Sunday 7 a.m.-4 p.m.

Admission: General \$2 (Children 11 and younger are free) **Parking:** Free

Information: Tel Phil Enterprises, ocmarketplace.com, (949) 723-6660

Mark Your Calendar: October 2016 Events

- 1 48th Annual Costa Mesa Speedway – Harley Night Finals & Sidecar Nationals ★
- 1-2 The 39th Annual OC Home & Garden Show
- 1 [The Red Barn – A Farm to Fork Experience](#)
- 4 NeoConnect
- 5 NMUSD College Night ★
- 8-9 Crossroads of the West Gun Show
- 13 Fight Club OC
- 15 Electric Lawn Mower Exchange
- 14-16 Gem Faire
- 22 Super Heroes Guild Haunted Halloween
- 26 Food Truck Fare – Halloween Foodtacular ★

For additional information on any show, please contact the promoter listed in the event's information. General parking for most events is \$8. Scheduled events are subject to change without notice. Visit ocfair.com for event updates.

The OC Fair & Event Center is located off the 405 and 55 freeways at 88 Fair Drive in Costa Mesa. For more information, please visit ocfair.com, become a fan on [Facebook.com/OCFair](https://facebook.com/OCFair), follow us at [Twitter.com/ocfair](https://twitter.com/ocfair) or call (714) 708-1500.

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD JUNE 23, 2016**

1. CALL TO ORDER:

Chair Mouet called the meeting to order at 9:02 a.m.

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

Chair Mouet, Vice Chair Berardino, Director Tkaczyk, Director La Belle, Director Bagneris, Director Cervantes, Director Ruiz and Director Pham

DIRECTORS ABSENT/EXCUSED: Director Aitken

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC VP of Business Development, Ken Karns, OCFEC VP Operations; Ron Wallace, OCFEC VP of Finance & Administration; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Jason Jacobsen, OCFEC Director of Planning & Presentation; Evy Young, OCFEC Agriculture Education Supervisor; Joan Hamill, OCFEC Director of exhibits & Education; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Reggie Mundekis; Jeanine Robbins; Mrs. Drain, Nick Nicora, Spectra; Jeff Teller

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, asked Ron Wallace, OCFEC VP of Finance and Administration, to provide the Board and the public an update regarding May financials.

Wallace, provided an update of the May 2016 revenues, expenses, deficit and budget to the Board and the public.

Kramer shared the road show event held at Camp Pendleton on June 2 for the troops and their families. Kramer also thanked Beth Refakes for helping OCFEC get in contact and develop the relationship with Camp Pendleton.

Kramer provided an update on the AB1907 bill. The bill has passed out of the Assembly with a 69 ayes and nine opposed and will be heard in the Senate Governmental Organization Committee on June 28. Gonsalves & Son are confident that this bill will continue without any opposition through the process and be sent to the Governor for his signature before adjournment of the session at the end of August.

Kramer shared a quick update on the annual Centennial Farm docent luncheon that took place on June 8 noting that Centennial Farm docents contributed 4,990 hours of service this past school year. Kramer also announced that staff had settled upon a three-year-old pair of oxen from the Three Eagles Ranch in Larkspur, Colorado, named Hoss and Howie. The oxen will be delivered to Centennial Farm sometime in late September or early October.

Kramer announced that Fairtime community outreach this year will include a visit to CHOC, Children's Hospital of Orange County on July 28 and will bring a slice of the OC Fair to the kids in the hospital. Young patients will be greeted by the OC Fair Foodies, entertainers and OCFEC staff.

Kramer shared some exciting news that a grant proposal submitted by Arts Orange County for Veterans Performances at Heroes Hall and Chance Theater was accepted and awarded by the California Arts Council. Arts Council Orange County will offer two free theater workshops for veterans conducted by the Chance Theater in collaboration with Veterans First in Santa Ana in 2016 and 2017.

Jerry Eldridge, OCFEC Director of Facilities, provided an update on Heroes Hall stating that the project is five days behind due to some structural changes.

Kramer noted that OCFEC is still waiting for a response from the Trump campaign regarding final settlement of the Trump Rally invoice.

As per the Board of Directors request, Kramer mentioned that staff has spent a total of 45 hours at a cost of \$2,118 filling public records requests.

Vice Chair Berardino expressed his concerns and his experience on public records.

Chair Mouet requested for staff to write a thank you letter to the Governor thanking him in anticipation of his signing of the bill. Also requested for more information on the CHOC visit and would like to go with staff to visit the children on June 28.

6. PUBLIC COMMENT

Jeanine Robbins provided information on the San Diego County Fair's Passport to Savings book that she purchased for \$5 and suggested it might be something OCFEC can incorporate into the 2017 Fair.

Reggie Mundekis expressed concerns about lack of response from the Board and staff regarding questions she has asked and to public records requests complaining about a lack of transparency. She also expressed

concern regarding changes in staff and long-time contractors and the hiring of people using H-1B and NAFTA visas. She then stated that she was not sure if saving the property was the best use of her time.

Teresa Drain thanked the Board and staff regarding the extension of tickets into her neighborhood. She then asked about the 2016 Ambassador program requesting more information regarding the program.

Kramer stated the neighbor newsletter will be sent out shortly providing information neighbors should have on hand.

7. MINUTES:

A. Board Meeting held May 26, 2016

ACTION: Director Cervantes and Director Tkaczyk seconded to review and approve the minutes from the Board meeting held May 26, 2016.

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

8. CONSENT CALENDAR

A. Standard Agreements: SA-040-16HB; SA-041-16AS; SA-061-16HB; SA-068-16HB; SA-088-16GE; SA-097-16PA; SA-098-16PA; SA-099-16PA; SA-100-16PA; SA-103-16PA; SA-104-16PA; SA-105-16PA; SA-106-16PA; SA-107-16PA; SA-108-16PA; SA-109-16PA; SA-110-16GE; SA-111-16PA; SA-112-16PA; SA-113-16PA; SA-114-16PA; SA-115-16PA; SA-116-16PA; SA-117-16PA; SA-118-16PA; SA-119-16PA; SA-120-16PA; SA-121-16PA; SA-123-16GE; SA-124-16PA; SA-125-16PA; SA-126-16PA; SA-127-16GE; SA-128-16FT; SA-130-16FT; SA-136-16AS; SA-137-16AS; SA-139-16GE; SA-141-16PA; SA-143-16SP; SA-144-16SP; SA-145-16SP; SA-146-16SP; SA-147-16SP; SA-125-15YR

B. Amendments: none

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-009-16; R-036-16; R-037-16; R-038-16; R-055-16; R-057-16; R-091-16; R-103-16; R-116-16; R-118-16; R-122-16; R-127-16

F. Active Joint Powers Authority Agreements: none

G. Judging Agreements: LS-006-16 (replacing name only, ~~Gayle Cory~~ to **Alexandra Martin**); LS-032-16 (replacing name only, ~~Don Dyer~~ to **Steve**

Miller); LS-009-16; GF-004-16; GF-009-16; GF-005-16; GF-003-156; GF-017-16; GF-006-16; GF-007-16; GF-012-16; GF-011-16; GF-013-16; GF-015-16; GF-002-16; GF-001-16

H. Supplier Rental Agreements: none

I. Commercial Rental Agreements: 16002; 16003; 16004; 16005; 16006; 16007; 16008; 16009; 16011; 16012; 16013; 16014; 16015; 16016; 16017; 16018; 16019; 16020; 16021; 16022; 16023; 16024; 16025; 16026; 16027; 16028; 16029; 16030; 16031; 16032; 16033; 16035; 16036; 16038; 16039; 16040; 16041; 16042; 16043; 16045; 16046; 16047; 16048; 16049; 16050; 16051; 16052; 16053; 16054; 16055; 16056; 16057; 16058; 16059; 16060; 16061; 16062; 16063; 16064; 16065; 16066; 16067; 16068; 16069; 16070; 16071; 16072; 16073; 16074; 16075; 16076; 16077; 16078; 16079; 16080; 16081; 16082; 16083; 16084; 16085; 16086; 16087; 16089; 16090; 16091; 16092; 16093; 16096; 16097; 16098; 16099; 16100; 16101; 16103; 16104; 16105; 16106; 16107; 16108; 16109; 16110; 16111; 16112; 16113; 16114; 16116; 16117; 16119; 16120; 16121; 16122; 16123; 16124; 16125; 16126; 16127; 16128; 16129; 16130; 16131; 16132; 16133; 16134; 16135; 16136; 16138; 16139; 16140; 16141; 16142; 16143; 16144; 16145; 16146; 16147; 16149; 16150; 16151; 16152; 16153; 16154; 16155; 16156; 16157; 16158; 16159; 16161; 16162; 16163; 16164; 16165; 16166; 16167; 16168; 16169; 16170; 16171; 16172; 16173; 16174; 16175; 16176; 16177; 16179; 16180; 16181; 16182; 16183; 16184; 16185; 16187; 16188; 16189; 16190; 16191; 16192; 16193; 16195; 16196; 16197; 16198; 16200; 16201; 16202; 16203; 16205; 16206; 16207; 16208; 16210; 16211; 16213; 16214; 16215; 16216; 16217; 16218; 16219; 16220; 16221; 16222; 16223; 16224; 16225; 16226; 16227; 16229; 16230; 16231; 16233 ; 16234; 16235; 16236; 16237; 16238; 16239; 16240; 16241; 16242; 16243; 16244; 16245; 16246; 16247

J. Independent Amusement Rental Agreements: 16631; 16632; 16633; 16634; 16635; 16636; 16637; 16638; 16639; 16640; 16641; 16642; 16643; 16644; 16645; 16646

K. Concession Rental Agreements: 16500; 16501; 16502; 16503 ; 16504 ; 16505 ; 16506; 16507; 16508; 16509; 16510; 16511; 16512; 16513; 16514; 16516; 16517; 16518; 16519; 16520; 16521; 16522; 16523; 16524; 16525; 16526; 16527; 16528; 16529; 16530; 16531; 16532; 16533; 16534; 16535; 16536; 16537; 16538; 16539; 16540; 16541; 16542; 16543; 16544; 16545; 16546; 16547; 16549; 16550; 16551; 16552; 16553; 16555; 16556; 16557; 16558; 16559; 16560; 16561; 16562; 16563; 16564; 16565; 16566; 16567; 16568; 16569; 16570; 16571; 16572; 16573; 16575; 16576; 16577; 16579; 16580; 16581; 16582; 16583; 16584; 16585; 16586; 16587; 16588; 16589; 16590; 16591; 16592; 16593; 16594; 16595; 16596; 16597

- L. Platinum Rental Agreements : 16700; 16701; 16702; 16703; 16704; 16706; 16707; 16708; 16709; 16711; 16712; 16713; 16714; 16718; 16719; 16720; 16721; 16722; 16723; 16724; 16725; 16726; 16727; 16728; 16729; 16730; 16731; 16732; 16734; 16735; 16736; 16738; 16740; 16741; 16742

Vice Chair Berardino asked that Standard Agreement SA-124-16PA and Concession Rental Agreements 16521, 16522, 16523, 16524, 16525, 16526, 16551, 16552, 16553, and 16555 be pulled for discussion.

ACTION: Director Cervantes motioned and Director Bagneris seconded to approve the Consent Calendar with Standard Agreement SA-124-16PA and Concession Rental Agreements 16521, 16522, 16523, 16524, 16525, 16526, 16551, 16552, 16553, and 16555 removed. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Bagneris, Director Ruiz, Director Pham, Director Cervantes and Director Tkaczyk. NAYES: none.**

Regarding Standard Agreement SA-124-16PA, Vice Chair Berardino provided a recap of the meeting that he, Chair Mouet and Kramer had with Chief of the Costa Mesa Police Department regarding the impact of sound on the neighborhoods surrounding the fairgrounds and the great job staff is doing regarding sound mitigation and monitoring. Vice Chair Berardino noted that CMPD had received zero complaints last year regarding sound at the fairgrounds. He expressed his frustration that despite receiving zero noise complaints the organization is still criticized for their efforts.

ACTION: Director Bagneris motioned and Director Cervantes seconded to approve Standard Agreement SA-124-16PA. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Bagneris, Director Ruiz, Director Pham, Director Cervantes and Director Tkaczyk. NAYES: none.**

Regarding Concession Rental Agreements 16521, 16522, 16523, 16524, 16525, 16526, 16551, 16552, 16553, and 16555, Vice Chair Berardino expressed concern regarding the rental rates for these agreements and suggested that they might not be high enough. He suggested that the Board look at the rates for the future and address issues such as pricing and captive audience pricing.

Director Tkaczyk suggested communicating with vendors and make sure we are competitive in the marketplace and doing what is best for the venue.

Director La Belle agreed with Vice Chair Berardino and Director Tkaczyk stating that the issue needed to be looked at before next year's Fair.

Director Ruiz agreed that OCFEC should work towards making the event affordable for working families.

ACTION: Vice Chair Berardino motioned and Director Bagneris seconded to review and approve Concession Rental Agreements 16521, 16522, 16523, 16524, 16525, 16526, 16551, 16552, 16553, and 16555. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Bagneris, Director Ruiz, Director Pham, Director Cervantes and Director Tkaczyk. NAYES: none.**

M. 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

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Chair Pham, Director Bagneris)
- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 OC Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
- viii. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)
- ix. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)
- x. Agricultural Committee (Chair Mouet, Director Cervantes)

Chair Mouet discussed and provided a recap regarding Centennial Farm Foundation.

Vice Chair Berardino discussed the Heroes Hall Foundation and welcomed Jerry Eldridge, OCFEC Director of Facilities and Ken Karns, OCFEC VP of Operations, in regards of Heroes Hall project. He then asked the Board, staff and public to save the date of November 11, 2016.

Director Bagneris stated there was nothing to report for Financial Monitoring Committee.

Director Berardino provided an update on the Workers Memorial Task noting that they are renovating this project and will provide a memorial for the farmer workers.

Director Tkaczyk stated Workers Memorial should have been a piece of art not a construction project.

Chair Mouet provided his thoughts about the Workers Memorial to the Board and audience.

Chair Mouet then stated that he dislikes receiving comment cards after he has called on the board to comment.

Reggie Mundekis commented on the Workers Memorial project stating that a lack of transparency regarding the project details contributed to the current problems with the structure.

Jeanine Robbins in response to Chair Mouet noted that sometimes members of the public do not know if they are going to make public comment until they hear other comments related to specific topics. She then expressed her support of the Worker Memorial but expressed concern that problems with the project were not discussed publicly.

Director La Belle asked Michele Richards, OCFEC VP of Business Development, to provide an update on the 2016 OC Fair City Liaison Committee.

Richards, provided an update on behalf of the City Liaison Committee stating that OCFEC has invited representatives from all thirty-four Orange County cities to participate in their city day as well be invited to their weekday flag salute for the 2016 Fair.

Vice Chair Berardino noted that the CEO had already provided an update on behalf of the Legislative Monitoring Task Force.

Director La Belle provided an update regarding the Master Site Plan.

Director Ruiz also provided an update on the Master Site Plan and stated that is one of the most well written plans he has ever read in his career.

Kramer discussed the Tenant Liaison Committee as per Director Tkaczyk.

Director Tkaczyk stated that there was nothing to report on behalf of the Consumer Initiatives Task Force.

Chair Mouet provided information regarding the Agricultural Committee and discussed summer day / night camp at OCFEC camp grounds.

B. OC Market Place Update

Kramer stated Spectra is now our master concessionaires, OC Marketplace has been purchased by Spectra in March.

Nick Nicora, Spectra, further discussed about OC Market Place and the relationship of the vendors.

Jeff Teller thanked Kramer and the Board for the relationship. Teller also provided a recap of their first time when Spectra took over OC Market Place. He further discussed the letters Spectra sent out to the vendors.

Nicora discussed how OC Fair & Event Center and Spectra will be working together.

Teller provided more information about the Hussong's Cantina noting that it will be rebranded to Hussong's Sports Grill.

Director Bagneris thanked both Teller and Nicora of their excitement and looking forward to the changes.

Director La Belle thanked both Teller and Nicora and would like to make the Market Place a destination again.

Vice Chair Berardino congratulated both Teller and Nicora.

Director Cervantes thanked both Teller and Nicora.

Director Pham congratulated both Teller and Nicora and stated he enjoys cars and coffee and craft beer so he will defiantly be there.

Chair Mouet thanked both of them and stated he is excited about the changes. He also thanked Juan Quintero for all his hard work.

C. Master Site Plan Update

Ken Karns, OCFEC VP of Operations, discussed the Master Site Plan and provided a brief update regarding the RFP process. Karns discussed that status of items in the current Site Plan, noting that some are completed, some are not, and whether those items are still relevant

and should be addressed in the new plan.

Chair Mouet discussed the importance of reinvesting in the property.

Director La Belle noted that once the process wraps up, certain things will be brought back to the Board in the form of new projects which will require discussions on prioritization and what the vision for the organization will be over the next ten years.

Director Ruiz noted that some items in the current site plan would now fall under regular maintenance and thus would not be covered by the new site plan.

D. Appointment of Members to the Nominating Committee Task Force by the Board Chair

Chair Mouet proposed appointing Director Tkaczyk and Director La Belle to the Nominating Committee Task Force.

ACTION: Director Cervantes motioned and Director Ruiz seconded to approve the Appointment of Members to the Nominating Committee Task Force by the Board Chair **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Bagneris, Director Ruiz, Director Pham, Director Cervantes and Director Tkaczyk. NAYES: none.**

E. What's New at the 2016 OC Fair

Michele Richards provide an update to the Board, staff and audience regarding the changes of the 2016 Fair.

Joan Hamill discussed the Spam competition and introduced Evy Young, OCFEC Supervisor and Pam Wnuck, OCFEC employee with some food samples. She also discussed the art and exhibits.

Jason Jacobsen, OCFEC Director of Technology, discussed this year's nightly production and the photomosaic.

F. Request to Cancel August Board Meeting

Chair Mouet requested the public to present their comments.

Reggie Mundekis expressed concerns regarding the proposed cancellation of the August Board Meeting.

Kramer requested per staff to cancel August Board meeting due to all staff time to focus on the Fair move-out, prepping for the post Fair events and wrap-up reports and be able to spend the last few weeks of

summer with their families before their children to back to school and recharge their batteries.

Director Tkaczyk stated that he supports staff's recommendation to cancel August board meeting which will be in the best interest of the staff. He also stated that he is certain nothing is being held back from the public.

Director Cervantes agreed with Director Tkaczyk's comments and recommendations to cancel August board meeting.

Director Ruiz stated family time is very important to him and also agreed with Director Tkaczyk that no information will be held back from the public. He noted that if anything important comes up a simple debriefing in August can be held. He would like the August Board meeting to be canceled so staff can enjoy their time with family post Fair.

Director La Belle also agreed with Director Ruiz on canceling August board meeting and also stated if a small debrief is needed it can be held right away.

Vice Chair Berardino is in support of cancelling August Board meeting but disagreed on doing it every year.

Director Pham agreed with Vice Chair Berardino.

Director Bagneris agreed to cancel August board meeting due to new staff on board, however not sure about the cancelling the August meeting in the future.

Chair Mouet stated that this should not be a yearly thing, staff has signed up for public service, something that is not private. Chair Mouet is open for a light agenda or move to September 22.

ACTION: Director Tkaczyk motioned and Director La Bella seconded to approve to Request to Cancel August Board Meeting **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Bagneris, Director Ruiz, Director Pham, Director Cervantes and Director Tkaczyk. NAYES: none.**

10. CLOSED SESSION – NO CLOSE SESSION

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Ruiz stated that staff did a great job and asked if the meeting can be closed with a moment of silence in honor of the people in Orlando.

Director Pham stated is looking forward to his first Fair cycle.

Director Cervantes stated her excitement regarding the Fair.

Vice Chair Berardino thanked the Chair for his flexibility and shared his excitement for the Fair to start.

Director Tkaczyk expressed his excitement about the Frankie Valli concert.

Director Bagneris thanked Chair Mouet and appreciates the staff for all of their hard work. She stated that she was looking forward to the Fair.

Director La Belle thanked Chair Mouet for a great meeting and thanked the staff for the presentation. He is also looking forward to the Frankie Valli concert.

Chair Mouet wished everyone a happy Fourth of July. He then requested Josh Caplan, Office of the Attorney General, to provide an over view of the Attorney General's role during the next Board meeting. He then asked Kramer to follow up in the request of the Department General Services regarding the management of constructions projects.

12. NEXT BOARD MEETING: SEPTEMBER 22, 2016

13. ADJOURNMENT

Meeting adjourned at 12:33 pm

Gerardo Mouet, Chair

Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SP-06-16FT	Sprint	Sponsorship	Fair Time	07/01/16 - 08/31/16	\$50,000.00	
SA-094-16FT	Efrain Valenzuela Photography	Photography Services for Junior Livestock Auction	Fair Time	07/23/16 - 08/08/16		\$1,100.00
SA-095-16FT	Golden West Game Breeders	Education Game Bird Exhibit and Display	Fair Time	7/26/2016 - 08/14/16		\$1,100.00
SA-096-16FT	Great American Entertainment Company, LLC	Ag-Ventureland Kids' Area in Livestock	Fair Time	08/02/16 - 08/14/16		\$6,800.00
SA-096-16FT	Professional Parking (2 Yrs with 3 (1) year options	Shuttle Services	Fair Time	05/01/16-04/31/18		\$668,413.00
SA-101-16PA	Trainline Touring, LLC f/s/o Train	"Train" performing in Pacific Amphitheatre	Fair Time	08/07/16		\$250,000.00
SA-122-16PA	Ray Jr. LLC f/s/o Rebel Souljahz	"Rebel Souljahz" performing in Pacific Amphitheatre	Fair Time	07/09/16		\$15,000.00
SA-131-16PA	Normaltown, Inc. f/s/o The B-52s	"The B-52s" performing in Pacific Amphitheatre	Fair Time	08/12/16		\$79,300.00
SA-132-16PA	Birth LLC f/s/o Ziggy Marley	Ziggy Marley performing in Pacific Amphitheatre	Fair Time	08/13/16 - 08/14/16		\$150,000.00
SA-133-16PA	Sleepy Jackson, Inc f/s/o Empire Of The Sun	"Empire of the Sun" performing in Pacific Amphitheatre	Fair Time	07/13/16		\$169,800.00
SA-134-16PA	Nyahbinghi Voyage, Inc. f/s/o Steel Pulse	"Steel Pulse" performing in Pacific Amphitheatre	Fair Time	08/13/16 - 08/14/16		\$100,000.00
SA-135-16GE	E4C Enterprises LLC	Brew Hee Haw partners	Fair Time	07/14/16 - 07/19/16		\$90,000.00
SA-138-16PA	Chicken Good Touring, Inc. f/s/o G. Love & Special Sauce	"G. Love & Special Sauce" performing in Pacific Amphitheatre	Fair Time	08/03/16		\$37,000.00
SA-140-16PA	All Ways Gone Touring Inc. f/s/o Earth, Wind & Fire	"Earth, Wind & Fire" performing in Pacific Amphitheatre	Fair Time	07/30/16		\$250,000.00
SA-142-16GE	Pacific Events Entertainment	Providing announcer and master of ceremony services for rodeo and Toyota giveaway	Fair Time	08/03/16 - 08/14/16		\$2,125.00
SA-143-16PA	Iration, LLC f/s/o Iration	"Iration" performing in Pacific Amphitheatre	Fair Time	07/09/16		\$54,000.00
SA-144-16PA	Iration, LLC f/s/o Iration	"Iration" performing in Pacific Amphitheatre	Fair Time	07/10/16		\$54,000.00
SA-145-16PA	NJ Inc. f/s/o Frankie Valli & The Four Seasons	"Frankie Valli & The Four Seasons" performing in Pacific Amphitheatre	Fair Time	07/27/16		\$125,000.00
SA-146-16PA	Offspring, Inc. f/s/o Offspring	"The Offspring" performing in Pacific Amphitheatre	Fair Time	07/20/16		\$197,500.00
SA-147-16PA	Ladder Soul Touring, LLC f/s/o Andy Grammer	Andy Grammer performing in Pacific Amphitheatre	Fair Time	07/21/16		\$100,000.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-148-16PA	Matt Nathanson Touring, Inc. f/s/o Matt Nathanson	Matt Nathanson performing in Pacific Amphitheatre	Fair Time	07/21/16		\$65,000.00
SA-149-16SP	IKEA	Sponsorship	Fair Time	7/1/2016-08/16/16	\$ 20,000.00	
SA-150-16SP	Verizon	Sponsorship	Fair Time	7/1/2016-08/16/16	\$ 23,500.00	
SA-151-16SP	Experian	Sponsorship	Fair Time	7/1/2016-08/15/16	\$ 40,000.00	
SA-152-16SP	Orange Crush	Sponsorship	Fair Time	6/19/2016-08/14/16	\$ 51,254.00	
SA-153-16SP	Sunergy Construction	Sponsorship	Fair Time	7/1/2016-08/31/16	\$ 14,500.00	
SA-154-16FT	AMOCA Ceramics Studio	Conversations in Clay: Classical and Contemporary Ceramics	Fair Time	07/07/16 - 08/16/16		\$500.00
SA-155-16FT	Bill Phelps	Auctioneer Services for Junior Livestock Auction	Fair Time	07/23/16 - 07/23/16		\$1,600.00
SA-158-16FT	Great American Entertainment Company, LLC	Petting Zoo	Fair Time	07/14/16 - 08/15/16		\$23,000.00
SA-160-16FT	Kelly Bishop	Consultant for Junior Livestock Auction	Fair Time	07/22/16 - 07/24/16		\$600.00
SA-161-16FT	Oasis Camel Dairy LLC	Educational Camel Dairy Exhibit	Fair Time	08/02/16 - 08/15/16		\$10,000.00
SA-163-16FT	Orange Agriculture Boosters	Educational Exhibit	Fair Time	08/10/16 - 08/14/16		\$3,500.00
SA-164-16FT	Saddleback Veterinary Services, Inc.	Veterinary Services	Fair Time	07/14/16 - 08/14/16		\$2,500.00
SA-165-16GE	Theresa Vargas	Educational Chicken Exhibit	Fair Time	08/03/16 - 08/14/16		\$1,200.00
SA-166-16FT	William Kellogg	Consulting Services for Junior Livestock Auction	Fair Time	07/20/16 - 07/24/16		\$2,750.00
SA-168-16FT	Blackmarket Bakery Inc.	Baking Demonstrations	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-169-16FT	Chef Ray Presents (Ray Duey)	Fruit and Vegetable Sculpture Demonstrations	Fair Time	07/15/16 - 08/14/16		\$15,950.00
SA-170-16FT	RLM Provisions LLC (Ernie Miller)	Canning and Preserving Demonstrations	Fair Time	07/15/16 - 08/14/16		\$2,475.00
SA-171-16FT	Shaile Socher	Sugar Sculpture Demonstrations	Fair Time	07/15/16 - 08/15/16		\$5,554.08
SA-172-16CF	California Rare Fruit Growers, Inc.	Rare and Tropical Fruit Exhibit at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$630.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-175-16CF	ENRECOS	Vermicomposting Exhibit at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-176-16CF	Heifer International	Heifer Project Exhibit at Centennial Farm	Fair Time	07/05/16 - 08/15/16		\$0.00
SA-177-16CF	Mr. Fertilizer	Garden Exhibit at Centennial Farm	Fair Time	07/11/16 - 07/18/16		\$0.00
SA-178-16CF	Orange County Beekeepers Association	Beekeeping Exhibit at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-179-16CF	OCLocalHoney.com	Beekeeping and Honey Display at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-180-16CF	South Coast Weavers and Spinners	Weaving and Spinning Exhibit at Centennial Farm	Fair Time	07/25/16 - 08/01/16		\$0.00
SA-181-16CF	The Plant Stand	Gardening Display at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-182-16CF	The Regents of the University of California c/o UCCE Orange County Master Gardeners	Gardening and Plant Exhibit at Centennial Farm	Fair Time	07/11/16 - 08/15/16		\$0.00
SA-183-16FT	Ronald P. Canzano	Photography Services	Fair Time	07/15/16 - 08/14/16		\$4,999.00
SA-184-16FT	Hertz Equipment Rental	Heavy Equipment Rental Services	Fair Time	06/10/16 - 08/31/16		\$59,042.93
SA-185-16FT	Modular Services Corp	Office Trailer Rental	Fair Time	07/05/16-08/31/16		\$12,430.49
SA-186-16FT	Royal Restroom of California	Shower Trailer Rental	Fair Time	06/20/16-08/31/16		\$21,550.00
SA-187-16FT	Andy Gump	Business Development Trailer Rental	Fair Time	06/18/16-08/31/16		\$12,998.57
SA-188-16FT	Premster Productions, LLC	Merchandising Sales for Pacific Amphitheatre and The Hangar	Fair Time	07/01/16 - 08/17/16		\$40,000.00
SA-189-16FT	Cort Furniture	Furniture Rental	Fair Time	06/07/16-08/31/16		\$9,392.60
SA-190-16FT	Brook Furniture	Furniture Rental for Courtyard	Fair Time	06/14/16-08/31/16		\$6,387.26
SA-191-16-FT	United Site Services	Fencing Rental 3 years with 2 (1) year options	Fair Time	06/01/16-05/31/19		\$78,553.98
SA-192-16FT	Absolute International	Armed security 3 years with 2 (1) year options	Fair Time	07/01/16-05/30/19		\$141,713.05
SA-193-16FT	Mobile Modular Portable Storage	Mobile unit rental 3 years with 2 (1) year options	Fair Time	06/17/16-08/31/18		\$60,921.00
SA-195-16SP	T-Mobile - West	Sponsorship	Fair Time	06/30/16-08/17/16	\$24,500.00	

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-196-16SP	Mesa Water District	Sponsorship	Fair Time	06/15/16 - 08/15/16	\$10,500.00	
SA-197-16FT	Costa Mesa Police Department	Traffic Management Services	Fair Time	06/01/16 - 09/30/16		\$365,000.00
SA-198-16PA	CWV USA, Inc. f/s/o UB40 feat. Ali Campbell, Astro and Mickey Virtue	"UB40" performing in Pacific Amphitheatre	Fair Time	07/31/16		\$75,000.00
SA-199-16FT	Josh Barnett Production Inc.	Twinkle Light Services	Fair Time	06/16/16 - 08/15/16		\$21,983.00
SA-200-16PA	The Church USA LLC f/s/o The Church	"The Church" performing in Pacific Amphitheatre	Fair Time	07/17/16		\$25,000.00
SA-201-16PA	Timothy Johnson f/s/o Midnight Hour	"Midnight Hour" performing in Pacific Amphitheatre	Fair Time	08/07/16		\$1,000.00
SA-202-16PA	Katastro LLC f/s/o Katastro	"Katastro" performing in Pacific Amphitheatre	Fair Time	07/09/16		\$2,500.00
SA-203-16PA	Ricky Alaniz Jr f/s/o The Steppas	"The Steppas" performing in Pacific Amphitheatre	Fair Time	07/09/16		\$3,750.00
SA-204-16PA	Seedless Band f/s/o Seedless	"Seedless" performing in Pacific Amphitheatre	Fair Time	07/10/16		\$2,500.00
SA-205-16PA	Pacific Symphony	"Pacific Symphony" performing in Pacific Amphitheatre	Fair Time	07/14/16		\$55,000.00
SA-206-16PA	Sweet and Tender Hooligans, LLC f/s/o Sweet & Tender Hooligans	"Sweet & Tender Hooligans" performing in Pacific Amphitheatre	Fair Time	07/23/16		\$8,500.00
SA-207-16PA	The Aquabats Music f/s/o The Aquabats	"The Aquabats" performing in Pacific Amphitheatre	Fair Time	08/12/16		\$15,000.00
SA-208-16PA	CANCELLED					
SA-209-16PA	CANCELLED					
SA-210-16FT	EventCorp Services, Inc.	Freestanding Kiosk Guest Survey Services	Fair Time	07/15/16 - 08/31/16		\$30,000.00
SA-211-16FT	John Matri	Immersive Interactive Video Experience in Visual Arts Gallery	Fair Time	06/28/16 - 08/17/16		\$20,000.00
SA-212-16SP	Los Angeles Times/Daily Pilot	Sponsorship	Fair Time	07/01/16 - 08/16/16	\$87,801.00 (Trade) \$18,000.00 (Cash)	
SA-213-16SP	Raising Cane's Chicken Fingers	Sponsorship	Fair Time	07/01/16 - 08/31/16	\$15,000.00	
SA-214-16FT	Hertz Equipment Rental Corporation	Electronic Reader Board Rental Services	Fair Time	07/12/16 - 08/17/16		\$5,981.44
SA-215-16PA	With All My Heart LLC f/s/o Carah Faye	Carah Faye performing in Pacific Amphitheatre	Fair Time	08/10/16		\$1,000.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-216-16SP	Orange County Register	Sponsorship	Fair Time	07/01/16 - 08/14/16	\$41,539.80 (Trade) \$10,000.00 (Cash)	
SA-217-16YR	Costa Mesa Police Department	Traffic Management Services	Year Round	04/01/16 - 03/31/16		\$70,000.00
SA-218-16FT	Generator Services Co., Inc.	Generator Rental Services	Fair Time	06/27/16 - 08/22/16		\$55,193.60
SA-219-16SP	ABC Phones of NC Management, Inc. dba A Wireless	Sponsorship	Fair Time	07/01/16 - 08/15/16	\$40,000.00	
SA-220-16SP	Click Heat, Inc.	Sponsorship	Fair Time	07/01/16 - 08/15/16	\$21,000.00	
SA-221-16SP	Image Technologies Corporation (Carl's Jr.)	Sponsorship	Fair Time	07/17/16 - 07/17/16	\$5,000.00	
SA-222-16CF	Steve Miller	Milking Demonstrations at Centennial Farm	Fair Time	07/15/16 - 08/14/16		\$2,300.00
SA-223-16SP	Albertsons LLC/Event Partnership, LLC	Sponsorship	Fair Time	04/04/16-08/14/16		\$76,000.00
SA-224-16FTYR	Khavarian Enterprises, Inc. DBA Vision Communications Company	Radio Rental Services; contract value is \$429,800.00 with inclusion of option years	Year Round/ Imaginology/Fair	03/01/16 - 12/31/17		\$122,800.00
SA-225-16FT	Hertz Equipment Rental	Light Tower Rental Services	Fair Time	07/01/16 - 08/19/16		\$10,738.20
SA-226-16FT	Universal Waste System LLC	Portable Toilets and Sinks	Fair Time	06/29/16-08/17/16		\$11,430.00
SA-227-16FT	Elyssa Fournier	Cupcake Demonstrations in Culinary Arts Exhibit	Fair Time	08/03/16 - 08/04/16		\$250.00
SA-228-16FT	Muddy's Studio	Ceramics Display in Crafter's Village	Fair Time	07/08/16 - 08/17/16		\$0.00
SA-229-16SP	EI Aviso	Sponsorship	Fair Time	07/15/16 - 08/14/16	\$32,850.00 (Trade)	
SA-230-16SP	Maruchan Ramen Revolution Tour	Sponsorship	Fair Time	07/22/16-07/24/16	\$12,500.00	
SA-231-16SP	Select Comfort Corporation DBA Sleep Number	Sponsorship	Fair Time	07/07/16 - 08/15/16	\$75,000.00	
SA-232-16LS	Westminster FFA	Cleaning and Setup/Teardown in Livestock Area	Fair Time	07/24/16 - 07/25/16		\$1,500.00
SA-233-16FT	United Site Services	ADA Restroom Trailers and Sinks	Fair Time	07/13/16-08/15/16		\$14,556.45
SA-234-16SP	J. Walter Thomson	US Marine Corp Promotion	Fair Time	08/09/16--08/15/16	\$12,500.00	
SA-235-16FT	Chopshop	Videography Services	Fair Time	07/14/16 - 09/09/16		\$4,999.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-236-16FT	European Equine Associates	Educational Horse Show Exhibit	Fair Time	8/09/16-08/15/16		\$7,500.00
SA-237-16PA	Simpkin Project LLC	"Simpkin Project" performing in Pacific Amphitheatre	Fair Time	08/13/16 - 08/14/16		\$3,000.00
SA-238-16WR	Jerry Liu and Associates	Website Rebuild \$42,500 2016, \$12,000 2017 (with 3 (1) year options \$1	Year Round	08/08/16-05/31/18		\$42,500.00
SA-213-16SP	Hampton Inn & Suite Santa Ana Airport	Sponsorship	Fair Time and Year Round	07/01/16-06/30/17	\$6,601.00	
SA-239-16SP	Mountain Dew	Sponsorship	Fair Time	08/14/16-08/14/16	\$5,000.00	
SA-240-16SP	Backyard BBQ Village	Sponsorship	Fair Time	05/01/16-04/30/18	\$35,000.00	

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-22-13PA, Amend #3	Southern California Sound Image	Installation and Tuning audio system	Fair time	12/20/12-12/31/16		\$46,443.80
SA-125-15YR, Amend #1	Chopshop	Videography, production and/or editing services	Fair time	6/1/2015-10/1/16	\$9,000.00	\$39,000.00
SA-087-16FT Amend #1	William Scotsman	Restroom trailers rental	Fair time	04/01/16-12/31/18		\$248,859.95
SA-125-16PA, Amend #1	Isotone Records LLC f/s/o Jonny Two Bags	Changed payee information from John Wickersham to Isotone Records f/s/o Jonny Two Bags	Fair time	07/20/16		\$0.00
SA-005-15FT, Amend #1	A-1 Party Rental	Customize Entrance tents	Fair time	2/1/2015-1/31/17		\$30,203.90
SA-56-14RD, Amend #1	CR&R Incorporated	Refuge disposal services	Year Round	8/15/2014-08/14/17	\$0.00	\$192,610.00
SA-213-16SP, Amend #1	Hampton Inn & Suite Santa Ana Airport	Sponsorship, changed contract number to SA-129-16SP	Year Round	07/01/16-06/30/17	\$0.00	\$0.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-096-16FT, Amend #1	Great American Entertainment Co.	Amend contract number to SA-130-16FT	Fair time	8/2/2016-08/14/16		\$0.00
SA-037-16GE, Amend #1	The Magic of Frank Thurston	Accommodation buy out	Fair time	07/15/16-08/14/16		\$900.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE

Letters of Understanding

LOU #	DEMONSTRATOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT

RM/MA/ML/F/MS/LL

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER SP-06-16FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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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 or State. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor or Sponsor. SPRINT/UNITED MARKETING COMPANY
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2. The agreement term is from **07/01/16** through **08/31/16**

3. The maximum amount payable is **\$50,000.00 (CASH)**

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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.

Delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement. 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.) SPRINT/UNITED MARKETING COMPANY			
BY (Authorized Signature) <i>MS</i>	DATE SIGNED	BY (Authorized Signature) <i>MS</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Walter Oliva, Marketing Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 330 Commerce St. Suite 100, Irvine, CA 92602			
FUND TITLE Sales	ITEM	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>MS</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

- A. To be an official Sponsor of the 2016 OC Fair and the entrance gates, July 15, 2016 – August 14, 2016 at the OC Fair & Event Center.
- B. To provide payment in the sum of FIFTY THOUSAND DOLLARS (\$50,000) as a sponsorship fee Payment in full must be received no later than July 1, 2016.
 1. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
- C. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
- D. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
- E. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
- F. That staff members shall comply with the following requirements:
 1. No staff member will promote Sprint outside of designated space(s).
 2. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 3. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit the proper paperwork to Tandem including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2016 OC Fair.
 4. Booth space(s) must be fully staffed by uniformed representatives by 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair dates and by 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. on each Wednesday, Thursday and Friday of the 2016 OC Fair dates.
- G. That mobile tours and other exhibitors may be near the designated space(s).
- H. To abide by the rules and regulations included in the Commercial Space and Concessionaires Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
- I. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
- J. To provide Certificates of Insurance, fire safety training information, certifications and/or permits, and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide 10 ft. x 10 ft. (100 square feet) of outdoor booth space located at the Plaza West area of the 2016 OC Fair. Please see Exhibit 1. Sponsor may sell its products and services from this booth space, subject to the rules and regulations applicable to the booth space under this agreement. Products and services must be pre-approved by the District.
2. To produce Sponsor signage at entrance tents during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. One (1) Sprint branded tent skin at green gate (artwork to be created and sign produced by district and approved by Sponsor).
 - i. Exact design to be determined, however it will include a minimum of three (3) prominently displayed Sponsor logos (see exhibit 2).
 - ii. Tent skin is 80' wide x 15' at its highest point
 - b. Three (3) Sprint branded drop-down banners inside of green gate tent (artwork to be created and produced by district and approved by Sponsor).
 - i. One (1) prominent Sponsor logo displayed on each of three (3) drop downs.
 - ii. Banners are 36" x 72"
 - c. One (1) Sprint branded tent skin at yellow gate (artwork to be created and sign produced by district and approved by Sponsor).

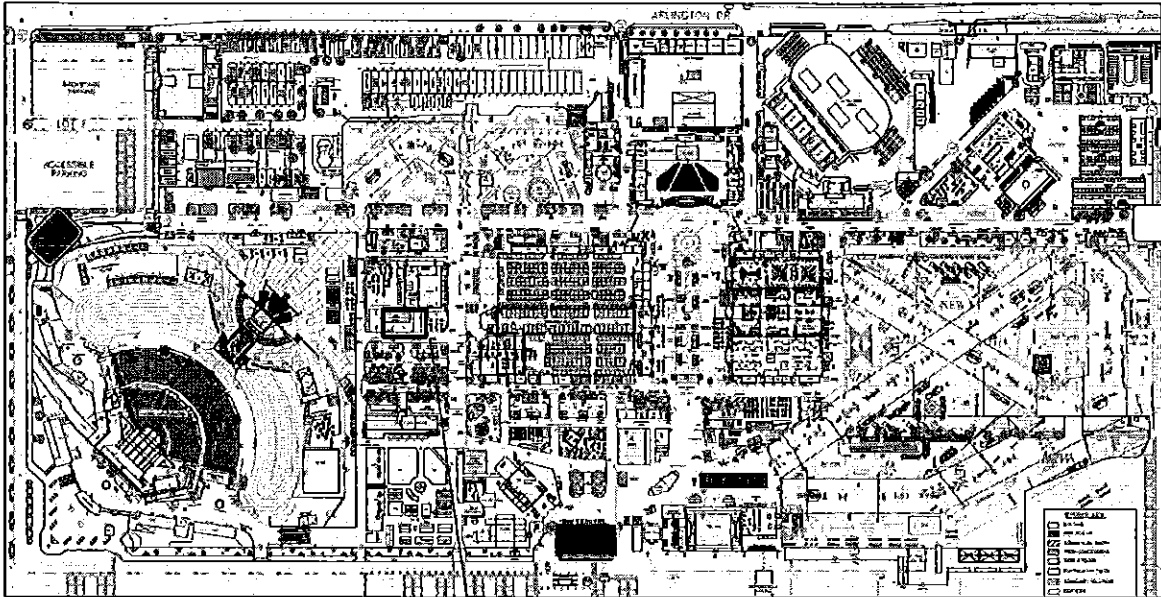


EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS (CONT.)

- i. Exact design to be determined, however it will include a minimum of three (3) prominently displayed Sponsor logos (see exhibit 2).
 - ii. Tent skin is 80' x 15' at its highest point
 - d. Three (3) Sprint branded drop-down banners inside of yellow gate tent (artwork to be created and produced by district and approved by Sponsor).
 - i. One (1) prominent Sponsor logo displayed on each of three (3) drop downs.
 - ii. Banners are 36" x 72"
 - e. One (1) Sprint branded tent skin at blue gate (artwork to be created and sign produced by district and approved by Sponsor).
 - i. Exact design to be determined, however it will include a minimum of three (3) prominently displayed Sponsor logos (see exhibit 2).
 - ii. Tent skin is 120' x 23' at its highest point
 - f. Three (3) Sprint branded drop-down banners inside of blue gate tent (artwork to be created and produced by district and approved by Sponsor).
 - i. One (1) prominent Sponsor logo displayed on each of three (3) drop downs.
 - ii. Banners are 36" x 72"
3. To include Sponsor logo:
 - a. On the 2016 OC Fair Band of Sponsors on the OC Fair Website
 - b. In all applicable 2016 OC Fair Collateral including OC Fair Shopping Guide, 2016 OC Fair Daily Schedule, and 2016 @TheFair eNewsletter
 - c. On two (2) Social Media posts; one (1) leading up to the Fair, and one (1) during the Fair on Facebook and/or Twitter
4. To provide 2016 OC Fair Photo Credentials for working staff.
5. To provide 2016 OC Fair Parking Hang Tags for working staff.



Exhibit 1:



On-Site Activation Area

Exhibit 2:





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/Items/Equipment to, and store such Products/Items/Equipment 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/Items/Equipment, 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 Products/Items/Equipment.
- F. **Risk of Loss.** State represents and warrants that to the extent storage of the Products/Items/Equipment is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products/Items/Equipment safely and securely in a manner which will not cause the Products/Items/Equipment 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 brand, products and services and/or Sponsor's sponsorship of the Event as applicable to the sponsorship level described in this agreement 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. Sponsor's approved use of 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. State's approved use of 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 and Sponsor mutually reserve the 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. Both parties shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event that either party breaches the terms of this agreement, the non-breaching party 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

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 (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Contractor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Agreement by reference and is on file with the District. By signing the Agreement, Contractor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Contractor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Contractor or all required permissions and license agreements have been obtained and paid for by the Contractor, and (ii) as far as Contractor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Contractor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Contractor or his employees hereunder.
- E. In the event Contractor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Contractor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Contractor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Contractor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Contractor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Contractor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Contractor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Contractor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Contractor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

- M. Contractor is entirely responsible for the space allotted to Contractor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Contractor, reasonable wear and tear and damage from cause beyond Contractor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Contractor's, but the District shall not be responsible for loss or damage to the property of Contractor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Contractor must be removed from the buildings and grounds by Contractor, at his own expense, no later than a date specified by the District. It is understood in the event of Contractor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Contractor to remove and store the concession and all other material of any nature whatsoever, at the Contractor's risk and expense, and Contractor shall reimburse the District for expenses thus incurred.
- P. No Contractor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Contractor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Contractor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Contractor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Contractor, and any 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 District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-094-16FT	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. EFRAIN VALENZUELA PHOTOGRAPHY
--	---

2. The agreement term is from 07/23/16 through 08/08/16

3. The maximum amount payable is \$ 1,100.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,100.00 (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 – **Photography Services for Junior Livestock Auction 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* 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.) EFRAIN VALENZUELA PHOTOGRAPHY			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Efrain Valenzuela, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 325 S. San Dimas Canyon Road, #123, San Dimas, CA 91773 (909) 827-9211			
FUND TITLE Operating	ITEM 5100-82	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 photography services for the Junior Livestock Auction from July 23 – August 8 for the 2016 OC Fair.
- B. Principal photography will take place on Saturday, July 23, from 8:00 a.m. to approximately 5:00 p.m.
- C. To provide a minimum of one (1) onsite photo assistant on Saturday, July 23, 2016.
- D. Photography services are required for approximately 300 animals of various species, including, but not limited to, beef, sheep, swine, market calves, market goats, market broiler pens, market rabbit pens, and market turkeys, which shall be made available for auction.
- E. To provide to the District by Friday, August 8, 2016, a CD/DVD of high-resolution, digital images of all auction species, including pictures of Grand Champions with their Buyers. Images on disc are to be in chronological order as preselected by the Livestock Department and sized for 5" x 7" prints.
- F. Permission is granted by the District to post images for sale to any interested party and generate onsite sales throughout the duration of the event.
- G. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- H. 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.
- I. 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 backdrop and decorations such as plants.
- B. To provide one (1) Livestock staff member to assist with animals in the photography area.
- C. To allow Contractor to post images for sale to any interested party as well as generate onsite sales during the event.
- D. To provide necessary admission and parking credentials to Contractor and assistant.
- E. To pay Contractor a total sum not to exceed ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-82

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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-

Raymond F...

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 216 (Revised 6/2003)

CONTRACT NUMBER SA-095-16FT	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
 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. GOLDEN WEST GAME BREEDERS
---	---

2. The agreement term is from 07/26/16 through 08/14/16

3. The maximum amount payable is \$ 1,100.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,100.00 (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 – Educational Game Bird Exhibits and Displays 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* 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.) GOLDEN WEST GAME BREEDERS			
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-15-16	BY (Authorized Signature) <i>Sue Ward - Pres.</i>	DATE SIGNED 7-11-16		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Sue Ward, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 12717 Ocaso Avenue, La Mirada, CA 90638 (562) 943-2187			
FUND TITLE Operating	ITEM 5100-62	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide educational game bird-related exhibits and displays in the Livestock area from July 27 - August 14 for the 2016 OC Fair.
- B. To set up the exhibit on Tuesday, July 26, 2016 at a time to be determined by the Livestock Supervisor.
- C. To remove the display on Monday, August 15, between the hours of 8:00 a.m. and 4:00 p.m.
- D. To staff the exhibit during all hours of operation, including, but not limited to:
 - Wednesdays through Fridays, from 12:00 p.m. - 11:00 p.m.
 - Saturdays and Sundays, from 10:00 a.m. - 11:00 p.m.
- E. To provide to the District by Friday, June 17, 2016, Contractor's staffing schedule, including names, dates, and time slots.
- F. To maintain exhibit throughout the term of the Agreement. Maintenance shall include decorating cages, signage, plants, educational materials and any necessary cleaning.
- G. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- H. 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.
- I. 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 space and cages for the bird exhibit. Exact size and location to be determined by the District.
- B. To provide tables and chairs, as determined necessary by the District.
- C. To provide clean sand for pens, as determined necessary by the District.
- D. To provide necessary admission credentials and parking passes to Contractor.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation Insurance, as applicable.
- F. To pay Contractor a total sum not to exceed ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and receipt of proper invoice. All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

-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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
GOLDEN WEST GAME BREEDERS		[REDACTED]
By (Authorized Signature)		
<i>Sue Ward Pres.</i>		
Printed Name and Title of Person Signing		
SUE WARD PRES.		
Date Executed	Executed in the County of	
7-11-16	ORANGE COUNTY	

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 counselling, 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 – 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-096-16FT	
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.	CONTRACTOR'S NAME, hereafter called the Contractor.
32ND DISTRICT AGRICULTURAL ASSOCIATION	GREAT AMERICAN ENTERTAINMENT COMPANY, LLC

2. The agreement term is from 08/02/16 through 08/14/16

3. The maximum amount payable is \$ 6,800.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 6,800.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – Ag-Ventureland Kids' Area in Livestock for 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* 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		GREAT AMERICAN ENTERTAINMENT COMPANY, 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			
Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		Pamela Jaeger, Vice President			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		P.O. Box 2304, Grants Pass, OR 97528 (541) 512-1100 or (760) 872-7770			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5100-62				
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 Ag-Ventureland Kids' Area in the Livestock area from August 10 – August 14 for the 2016 OC Fair.
- B. To set up the exhibit on Monday, August 8, 2016, and/or Tuesday, August 9, 2016, at a time to be determined by the Livestock Supervisor or Livestock Lead.
- C. To begin teardown and removal of the exhibit no earlier than Sunday, August 14, 2016, at 11:00 p.m. Contractor must receive approval from the District prior to tearing down the exhibit.
- D. To set up ten (10) tents in a 50' x 60' exhibit space with professionally-designed educational signage. Signage shall be approved by the District.
- E. To be open free of charge and appropriately staffed Wednesday through Friday, from 12:00 p.m. - 11:00 p.m., and Saturday and Sunday, from 10:00 a.m. - 11:00 p.m.
- F. To provide Exhibit Staffing who are friendly, courteous, and knowledgeable. Staff must wear nametags and farm-themed uniforms at all times.
- G. Exhibits will consist of agricultural-themed activities, including Milk a Cow, Saddle a Pony, Corn Box, Eggs to Market Hen House, Rope a Steer, Scarecrow Building, Super Dooper Pooper Scooper, Craft Station and Face Painting, Pedal Tractor Area, and a General Store.
- H. Farm Games such as Sack Race, Three Leg Race, Horseshoe Toss and Bean Bag Toss will take place once per day at a time to be determined by District Management.
- I. This contract is contingent upon obtaining the required insurance coverage effective for August 2016.
- J. 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.
- K. 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 space for a 50' x 60' Ag-Ventureland exhibit in Livestock.
- B. To provide fifty (50) bales of straw for seating and decoration.
- C. To provide electricity in the form of three (3) 20-amp circuits located within 30' of the exhibit space.
- D. To provide water located within 30' of the exhibit space.
- E. To provide a trash receptacle for daily clean-up.
- F. To provide space for one (1) vehicle to park, beyond public view, for the duration of the Ag-Ventureland exhibit.
- G. To provide 2016 OC Fair credentials to Ag-Ventureland staff.
- H. To provide actual reimbursement for Contractor's hotel accommodation to include one (1) hotel room for thirteen (13) nights, from August 2 -14, 2016, at the maximum amount of ONE HUNDRED DOLLARS (\$100.00) per night, for a total not to exceed reimbursement of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00). Contractor shall supply evidence of exact hotel cost in the form of a receipt, which shall be attached to Contractor's invoice for reimbursement to be submitted on Sunday, August 14, 2016. Payment for reimbursement will be made Net 10 upon submission of proper invoice.
- I. To pay Contractor a total sum not to exceed SIX THOUSAND EIGHT HUNDRED DOLLARS (\$6,800.00) upon satisfactory completion of work herein required according to the provisions stated in Exhibit B.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

1. Contractor shall provide an invoice for the reimbursement cost for Contractor's hotel accommodation, which shall not exceed the maximum amount allocated of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00). Contractor shall submit the hotel receipt as evidence of exact expenditure, which must be attached to Contractor's invoice. Payment will be Net 10 upon submission of invoice.
2. Payment of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) will be made 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.

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

1. **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-

R. J. ... F. ...

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

AGREEMENT NUMBER
SA-096-16FT

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION ("District" or "State")

CONTRACTOR'S NAME

PROFESSIONAL PARKING ("Contractor")

2. The term of this Agreement is: **05/01/16** through **04/31/18** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$ 668,413.00**

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 shuttle services at the OC Fair and Event Center for 2016 and 2017 w/ three (3) option years.	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input checked="" type="checkbox"/> GSPD-401 Non-IT Commodities*	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Restroom Trailer Unit Specifications (Attached hereto as part of this agreement)	Pages 16 – 17

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 <http://www.documents.dgs.ca.gov/pd/modellang/NonITGeneralProvisions100305.pdf>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

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.)		
PROFESSIONAL PARKING		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ralph Caldin, President		
ADDRESS		
2799 E. 21st St., Signal Hill, CA 90755 ralph@professional-parking.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		
Kathy Kramer, CFE, CMP, Chief Executive		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK

A. MINIMUM QUALIFICATIONS

1. Contractor shall possess all required licenses and certifications including, but not limited to, a TCP Carrier License and all applicable licenses and certifications through the California Department of Transportation and/or the Orange County Transportation Authority.

B. GENERAL REQUIREMENTS

1. One (1) shuttle with the required ADA accommodations must be available at each location.
2. All shuttles must have two-way communication.
3. All shuttles shall be clean and maintained, meeting required safety standards, and properly licensed and permitted.
4. Contractor shall provide adequate busses on standby to avoid decreases in service due to unexpected events; including but not limited to, breakdowns and inclement weather.
5. In the event of a breakdown, a supervisor will conduct or oversee the deployment of a replacement vehicle and the transfer of passengers.
6. Contractor shall allow the District exclusive branding rights for both the inside and outside of the buses. Contractor shall allow the District, at the District's sole expense, to place advertisements of any medium, including, but not limited to signs or vinyl vehicle wrapping on the interior or exterior of busses.
7. The District will provide limited onsite storage of busses to Contractor.
8. An onsite supervisor, or driver designated as such, must be present during all hours of operation to coordinate with the District's Supervisor of Parking Operations.
9. An additional PM on-site coordinator shall be provided from 3pm-1am daily.
10. Contractor shall keep records of all trips, including departure and arrival times and the number of passengers on each trip. Daily logs are to be provided to the District, broken down by shuttle and location, following each service day.
11. Lots being serviced need to be displayed at all times.
12. Contractor's employees are not permitted to accept tips or display tip jars.
13. Days and hours are an estimate. The District reserves the right to change schedules and number/types of busses required at its sole discretion. The District offers no guarantee of minimum or maximum services.

C. OC FAIR (JULY – AUGUST)

EXPERIAN LOT (PATRON SHUTTLE)

1. Contractor shall provide transportation from the Experian parking structure located at 475 Anton Blvd. in Costa Mesa to the OC Fair. Shuttles will run each Saturday and Sunday of the annual OC Fair.
2. The actual operation totaled 1,330 hours in 2015.
3. The roundtrip mileage between the off-site shuttle lot and the drop off point at the OC Fair is approximately six (6) miles.
4. The shuttles shall operate between 9:30 a.m. and 1:00 a.m.



5. The total number of full size shuttles needed for this operation is estimated to be between three (3) at opening and a minimum of eight (8) at peak times. The number of shuttles to be adjusted during non-peak hours.
6. Shuttles shall have a minimum capacity of forty-five (45) passengers.
7. Contractor shall also have a relief and Standby ADA driver for the Experian Lot.

ORANGE COAST COLLEGE – ADAMS LOT (EMPLOYEE SHUTTLE)

1. Contractor shall provide transportation for employees from the Adams Lot off Adams Avenue at Orange Coast College to the OC Fair. This shuttle will operate all twenty-three (23) days of the OC Fair.
2. Operational hours may be adjusted according to need on certain days. The actual operation totaled 1,817 hours in 2015.
3. Roundtrip distance is approximately three (3) miles.
4. Approximately two (2) - five (5) shuttles should be sufficient for this operation, pending various times of the day.
5. The shuttle shall run from 5:00 a.m. to 1:00 a.m.
6. One (1) shuttle shall be available from 1 a.m. to 2 a.m.
7. Shuttles shall have a minimum capacity of twenty (20) passengers per vehicle, based upon demand.

ORANGE COAST COLLEGE – MERRIMAC WAY (EMPLOYEE SHUTTLE)

1. Contractor shall provide transportation for employees from Lot E off Merrimac Way at Orange Coast College to the OC Fair. This shuttle program will operate all twenty-three (23) days of the OC Fair.
2. The roundtrip distance is approximately three (3) miles.
3. Approximately two (2) - five (5) shuttles should be sufficient for this operation, pending various times of the day.
4. The shuttle shall run from 5:00 a.m. to 1:00 a.m. Operational hours may be adjusted according to need on certain days. The actual operation totaled 1,771 hours in 2015.
5. One (1) shuttle shall be available from 1 a.m. to 2 a.m.
6. Shuttles shall have a minimum capacity of twenty (20) passengers per vehicle, based upon demand.

OFFSITE LOCATION (TBD)

1. Contractor may provide transportation to an additional offsite location as agreed to by the Contractor and the District.
2. 7 Shuttles will be required with a minimum capacity of forty-five (45) passengers.
3. 1 ADA will be required with a minimum capacity of twenty (20) passengers.
4. The additional location will be within a 3 mile radius of the OC Fair and Event Center.
5. Drops will take place at the yellow gate.

D. YEAR-ROUND EVENTS



While the primary focus is the OC Fair, Contractor may be needed year round, Contractor will provide transportation from a lot to be determined on Friday, Saturday and/or Sunday of the event to the District.

1. Shuttles are to have a minimum capacity of forty-five (45) passengers.
2. The estimated operational hours are up to 120 per year.

E. PERSONNEL

1. Contractor's personnel shall be adequately trained. Drivers shall be trained on routes and operation of ADA equipment specifically. In the event specific personnel are unavailable, Contractor must be able to provide replacement personnel adequately trained on routes.
2. Contractor's drivers shall be properly licensed to perform the duties in the Statement of Work to be Performed and be properly trained to operate all buses.
3. Contractor shall always provide adequate personnel to operate the busses required herein.
4. Contractor's personnel shall at all times exhibit a high level of customer service with all passengers. Texting by Contractor's personnel will not be permitted while performing the duties herein.
5. Contractor's drivers shall be fluent in English.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

Services shall be billed at the rates proposed by Contractor in its response to RFP # SS-10-15, incorporated herein by reference. The rates and ceiling values for each year can also be found in the financial proposal bid form submitted Contractor incorporated herein as Exhibit F.

BUDGET DETAIL:

District Account #: 5220-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 46286. Invoice 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-



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. **TERMINATION FOR CONVENIENCE:**

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.

9. **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.



10. 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).

11. 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.

12. 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.

13. TIMELINESS:

Time is of the essence in this Agreement.

14. 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.

15. GOVERNING LAW:

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

16. 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.
- 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.

17. 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.

18. 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.

19. 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.

20. 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.)

21. 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 (IF APPLICABLE)

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.)



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.

8. **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.



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))

9. 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)

10. 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.)

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.



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.



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-



EXHIBIT F – FINANCIAL PROPOSAL BID FORM

31

FINANCIAL PROPOSAL BID FORM
 RFP NUMBER SS-10-16

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract. District only to be billed for actual hours used.

2016

Area	Estimated # of Service Hours	x	Hourly Rate Per Shuttle	=	Total
Experian Lot	1,350	x	75 ⁰⁰	=	\$ 101,250
Orange Coast College -- Adams Lot	1,825	x	60 ⁰⁰	=	\$ 109,500
Orange Coast College -- Merrimac Way	1,775	x	60 ⁰⁰	=	\$ 106,500
Interim Events	120	x	75 ⁰⁰	=	\$ 9,000
Total Estimate Hours	5,070		2016 Grand Total		\$ 326,250

2017

Area	Estimated # of Service Hours	x	Hourly Rate Per Shuttle	=	Total
Experian Lot	1,375	x	77 ⁵⁰	=	\$ 106,563
Orange Coast College -- Adams Lot	1,850	x	62 ⁰⁰	=	\$ 114,700
Orange Coast College -- Merrimac Way	1,800	x	62 ⁰⁰	=	\$ 111,600
Interim Events	120	x	77 ⁵⁰	=	\$ 9,300
Total Estimate Hours	5,145		2017 Grand Total		\$ 342,163

Note: Estimated # of Service Hours is approximate. If particular events need service for additional hours, a reduction in hours and/or additional events added per the District's request, the awarded contract will be amended to reflect actual hours and or events serviced. Billing invoices should reflect actual hours and or events serviced at the rate indicated on this Financial Proposal Bid Form.



OPTION YEARS:

2018

Area	Estimated # of Service Hours	x	Hourly Rate Per Shuttle	=	Total
Experian Lot	1,400	x	80 ⁰⁰	=	\$ 112,000
Orange Coast College -- Adams Lot	1,875	x	64 ⁰⁰	=	\$ 120,000
Orange Coast College -- Merrimac Way	1,625	x	64 ⁰⁰	=	\$ 104,000
Interim Events	125	x	80 ⁰⁰	=	\$ 10,000
	5,225				2018 Grand Total \$ 358,000

2019

Area	Estimated # of Service Hours	x	Hourly Rate Per Shuttle	=	Total
Experian Lot	1,425	x	82.50	=	\$ 117,563
Orange Coast College -- Adams Lot	1,900	x	66.00	=	\$ 125,400
Orange Coast College -- Merrimac Way	1,850	x	66.00	=	\$ 122,100
Interim Events	125	x	82.50	=	\$ 10,313
Total Estimate Hours	5,300				2019 Grand Total \$ 375,376

2020

Area	Estimated # of Service Hours	x	Hourly Rate Per Shuttle	=	Total
Experian Lot	1,450	x	85 ⁰⁰	=	\$ 123,250
Orange Coast College -- Adams Lot	1,925	x	68 ⁰⁰	=	\$ 130,900
Orange Coast College -- Merrimac Way	1,875	x	68 ⁰⁰	=	\$ 127,500
Interim Events	125	x	85 ⁰⁰	=	\$ 10,625
Total Estimate Hours	5,375				2020 Grand Total \$ 392,275

Cumulative Total (2016 - 2020)	\$ 1,794,863
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Note: Estimated # of Service Hours is approximate. If particular events need service for additional hours, a reduction in hours and/or additional events added per the District's request, the awarded contract will be amended to reflect actual hours and or events serviced. Billing invoices should reflect actual hours and or events serviced at the rate indicated on this Financial Proposal Bid Form.

AGREEMENT NUMBER SA-101-16PA
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

TRAINLINE TOURING, LLC F/S/O TRAIN

2. The term of this Agreement is: **08/07/16** through **08/07/16** FED ID: XXXXXXXXXX



3. The maximum amount of this Agreement is: **\$250,000.00**

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 "Train" on stage at the Pacific Amphitheatre on Sunday, August 7, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement.	Page 1
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.)		
TRAINLINE TOURING, LLC F/S/O TRAIN		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING	TALENT AGENCY I.D. #	
c/o Tim Beeding, Agent	40240	
ADDRESS		
Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Train	\$250,000
Support 1		\$0
Support 2	TBD	\$0

Today's Date	12/4/15	Expiration Date	1/5/16	Revision Date	TBD
Performance Date	8/7/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Tim.Beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$65.50	\$29,999.00
Orchestra 1	1,421	85	8	1,328	58.00	77,024.00
Orchestra 2	1,054	85	8	961	50.50	48,530.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	40.50	93,393.00
Terrace 2	2,796	100	14	2,682	33.00	88,506.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$337,452.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$250,000	\$250,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$340,500	\$340,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$250,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REQUEST LOCAL SUPPORT. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musician or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Yusef Jordan
 Talent Buyer
 3/21/2016 10:00
 Date

 Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 7, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 7, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-122-16PA
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
RAY JR. LLC F/S/O REBEL SOULJAHZ
2. The term of this Agreement is: **07/09/16** through **07/09/16** FED ID:
3. The maximum amount of this Agreement is: **\$15,000.00**
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 “Rebel Souljahz” on stage at the Pacific Amphitheatre on Saturday, July 9, for the 2016 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) RAY JR. LLC F/S/O REBEL SOULJAHZ		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Ryan Owens, Agent	TALENT AGENCY I.D. #	
ADDRESS Monterey International 200 West Superior, Suite 202, Chicago, IL 60654 (312) 640-7500		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	IRATION	
Support 1	REBEL SOULJAHZ	\$15,000
Support 2	The Steppas / Katastro	

Today's Date	2/23/16	Expiration Date	2/23/16	Revision Date	TBD
Performance Date	7/9/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Ryan Owens	Agency	Monterey International
Phone	312-640-7500	Email	ryan@montereyinternational.net

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Plt / Circle	506	30	18	458	\$28.00	\$12,824.00
Orchestra 1	1,421	85	8	1,328	20.50	27,224.00
Orchestra 2	1,054	85	8	961	13.00	12,493.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	5.50	12,683.00
Terrace 2	2,796	100	14	2,682	5.50	14,751.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$79,975.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	15,000	15,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$105,500	\$105,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$15,000 flat to support IRATION. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. THE STEPPAS / KATASTRO ARE OTHER SUPPORT ACT PRIOR TO REBEL SOULJAHZ. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Artist is allotted 10 complimentary tickets for this performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%. The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional driver(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to hire additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Lisa Jordan
 Talent Buyer

2/29/2016 17:20

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 9, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 9, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-131-16PA
REGISTRATION NUMBER

- 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
NORMALTOWN, INC. F/S/O THE B-52S
- The term of this Agreement is: **08/12/16** through **08/12/16** FED ID:
- The maximum amount of this Agreement is: **\$79,300.00 inclusive of Backline Buyout and Hair Stylist Buyout (\$75,000 FLAT PLUS \$4,000 Backline Buyout and \$300 Hair Stylist Buyout)**
- 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 B-52s” on stage at the Pacific Amphitheatre on Friday, August 12, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Pages 2 – 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Page 4
Check mark one item below as Exhibit D:	Pages 5 – 8
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) NORMALTOWN, INC. F/S/O THE B-52S		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	The B-52's	\$75,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	1/22/16	Expiration Date	1/22/16	Revision Date	TBD
Performance Date	8/12/2016	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$33.00	\$15,114.00
Orchestra 1	1,421	85	8	1,328	25.50	33,864.00
Orchestra 2	1,054	85	8	961	18.00	17,298.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	10.50	24,213.00
Terrace 2	2,796	100	14	2,682	3.00	8,046.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$98,535.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$75,000	\$75,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$165,500	\$165,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$75,000 flat plus \$4,000 reimbursement for backline, monitors, FOH and \$300 reimbursement for hair stylists. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. REQUEST MUTUALLY AGREED UPON SUPPORT. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

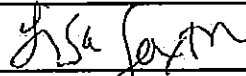
 Talent Buyer 1/22/2016 12:21 Date	Artist Representative Date
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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, August 12, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, August 12, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-132-16PA
REGISTRATION NUMBER

- 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
BIRTH LLC F/S/O ZIGGY MARLEY
- The term of this Agreement is: **08/13/16** through **08/14/16** FED ID:
- The maximum amount of this Agreement is: **\$150,000.00**
- 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 “Ziggy Marley” on stage at the Pacific Amphitheatre on Saturday, August 13 and Sunday, August 14, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 -- 18

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.) BIRTH LLC F/S/O ZIGGY MARLEY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Ziggy Marley	\$150,000
Support 1	Steel Pulse	\$100,000
Support 2	TBD	\$0

Today's Date	12/16/15	Expiration Date	12/16/15	Revision Date	TBD
Performance Date	8/13-8/14/16	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scalling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	1,012	60	36	916	\$40.50	\$37,098.00
Orchestra 1	2,842	170	16	2,656	33.00	87,648.00
Orchestra 2	2,108	170	16	1,922	25.50	49,011.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	4,832	200	20	4,612	18.00	83,016.00
Terrace 2	5,592	200	28	5,364	10.50	56,322.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	16,386	800	116	15,470		\$313,095.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	2	\$75,000	\$150,000
Support 1 Guarantee	2	50,000	100,000
Support 2 Guarantee	2	0	0
House Nut	2	75,500	151,000
Advertising	2	15,000	30,000
Total Costs		\$215,500	\$431,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$150,000 flat for Ziggy Marley and \$100,000 flat for Steel Pulse. Offer is "all in" and inclusive of all costs –backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REQUEST MUTUALLY AGREED UPON SUPPORT/OPENER. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Each Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for each performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 per day versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

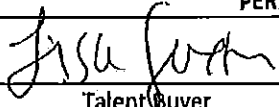
 Talent Buyer 5/11/2016 14:56 Date	Artist Representative Date
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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 14, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 14, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-133-16PA
REGISTRATION NUMBER

- 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
SLEEPY JACKSON, INC F/S/O EMPIRE OF THE SUN
- The term of this Agreement is: **07/13/16** through **07/13/16** FED ID:
- The maximum amount of this Agreement is: **\$181,800.00 Inclusive Potential Paid Ticket Bonuses (\$163,800 FLAT; \$166,800 at 6192 tickets sold; \$170,800 at 8692 tickets sold; \$175,800 at 7192 tickets sold; \$181,800 at 7692 tickets sold)**
- 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 “Empire Of The Sun” on stage at the Pacific Amphitheatre on Wednesday, July 13 for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) SLEEPY JACKSON, INC F/S/O EMPIRE OF THE SUN		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Empire Of The Sun	\$163,800
Support 1		\$0
Support 2		\$0

Today's Date	4/21/16	Expiration Date	4/21/16	Revision Date	TBD
Performance Date	7/13/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	469	30	10	429	\$59.00	\$22,737.00
Orchestra 1	1,448	85	10	1,353	45.50	61,561.50
Orchestra 2	1,046	85	10	951	38.00	36,138.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	12	2,304	28.00	64,512.00
Terrace 2	2,767	100	12	2,655	20.50	54,427.50
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,146	400	54	7,692		\$239,376.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$163,800	\$163,800
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$254,300	\$254,300



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$163,800 flat plus (1) \$3000 bonus at 6,192 tix paid, and (1) \$4000 bonus at 6,692 paid and (1) \$5000 bonus at 7,192 tix paid and (1) \$6000 bonus at 7,692 tix paid. HELLOGOODBYE FOR SUPPORT. WILL ADVERTISE MAY 15 OR AFTER KROQ WEEBIE ROAST SELLS OUT. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. PRE-FAIR CONCERT. CONCERT TICKETS ARE GOOD FOR FAIR ADMISSION JULY 15 - AUG 14. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. It is the responsibility of the booking agency to communicate this to any/all fan club representatives. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. It is the responsibility of the booking agency to communicate this to any/all fan club representation. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. It is the responsibility of the booking agency to communicate this to any/all fan club representation. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

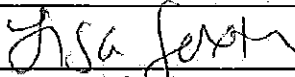
 Talent Buyer 6/13/2016 10:32 Date	Artist Representative Date
--	-------------------------------



EXHIBIT B -- BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, July 13, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, July 13, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-134-16PA
REGISTRATION NUMBER

- 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
NYAHBINGHI VOYAGE, INC. F/S/O STEEL PULSE
- The term of this Agreement is: **08/13/16** through **08/14/16** FED ID:
- The maximum amount of this Agreement is: **\$100,000.00 Inclusive of Backline Buyout (\$98,000 FLAT PLUS \$2,000 Backline Buyout)**
- 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 “Steel Pulse” on stage at the Pacific Amphitheatre on Saturday, August 13 and Sunday, August 14, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement.	Page 1
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) NYAHBINGHI VOYAGE, INC. F/S/O STEEL PULSE		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

	Performance	Offer
Headliner	Ziggy Marley	\$150,000
Support 1	Steel Pulse	\$100,000
Support 2	TBD	\$0

Today's Date	12/16/15	Expiration Date	12/16/15	Revision Date	TBD
Performance Date	8/13-8/14/16	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scalling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	1,012	60	36	916	\$40.50	\$37,098.00
Orchestra 1	2,842	170	16	2,656	33.00	87,648.00
Orchestra 2	2,108	170	16	1,922	25.50	49,011.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	4,832	200	20	4,612	18.00	83,016.00
Terrace 2	5,592	200	28	5,364	10.50	56,322.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	16,386	800	116	15,470		\$313,095.00

Ticket Add-Ons						
Source	Per Ticket					
Fair Admission	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	2	\$75,000	\$150,000
Support 1 Guarantee	2	50,000	100,000
Support 2 Guarantee	2	0	0
House Nut	2	75,500	151,000
Advertising	2	15,000	30,000
Total Costs		\$215,500	\$431,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$150,000 flat for Ziggy Marley and \$100,000 flat for Steel Pulse. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REQUEST MUTUALLY AGREED UPON SUPPORT/OPENER. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Each Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for each performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 per day versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Jesse Green

Talent Buyer

5/11/2016 14:56

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 14, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 14, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed .

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-135-16GE
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

E4C ENTERPRISES LLC

2. The term of this Agreement is: **07/14/16** through **07/19/16** **FED ID:**

3. The maximum amount of this Agreement is: **\$90,000.00**

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 “Brew Hee Haw” craft beer festival from July 15 – July 17 at the 2016 OC Fair. Additional Scope of Work continued on page 2.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
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 10 – 13
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14 – 16

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) E4C ENTERPRISES LLC		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Carrie James, Representative		
ADDRESS 40 Coronado Pointe, Laguna Niguel, CA 92677 (949) 632-3577		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE:

1. To the following provisions pertaining to **GENERAL RESPONSIBILITIES:**
 - a. To partner and present the "Brew Hee Haw" craft beer festival from July 15 – 17 for the 2016 OC Fair.
 - b. The sessions shall take place at the following days and times:
 - Friday, July 15, from 6:00 p.m. – 10:00 p.m.
 - Saturday, July 16, from 12:00 p.m. – 4:00 p.m.
 - Saturday, July 16, from 6:00 p.m. – 10:00 p.m.
 - Sunday, July 17, from 1:00 p.m. – 5:00 p.m.
 - c. This Event has become an annual event and therefore carries a certain amount of expectation that this Event will be produced by these Parties the following year. In order to allow each Party to plan their following year and begin work on this Event for the following year as soon as possible, each Party shall let the other know as soon as possible and no later than January 15 following this Event, if they do not intend to co-produce this Event the following year.
2. To the following provisions pertaining to **EVENT DETAILS:**
 - a. Contractor shall obtain all appropriate permits from the Orange County Health Care Agency and ensure event is at all times operating within the parameters set forth by this agency.
 - b. Contractor shall set up the event on Thursday, July 14, 2016, between the hours of 8:00 a.m. – 4:00 p.m.
 - c. All sessions will be held rain or shine.
 - d. No refunds will be allowed unless specifically agreed to by both Parties.
 - e. The first hour of each session will be for VIP ticket holders only and will include an upgraded customer experience with mutually agreed upon elements.
 - f. Contractor shall have primary responsibility for the design of each session, including content, schedules and formats as well as securing guest speakers and demonstrators.
 - g. Contractor shall secure and coordinate participation from approximately thirty (30) craft breweries.
 - h. Contractor shall provide unlimited tastes of approximately two (2) ounces. Every effort will be made to accomplish this two (2) ounce pour through training prior to each session, direction on pour lines, small glasses, etc. However, an exact pour size is not possible, and may vary slightly more or less due to an allowance for foam/head.
 - i. That no event guest will be allowed out of the event with beer from the event, and that no event guest will be allowed in the event with beer or other beverage containers. Clear water bottles are allowed. Contractor and District personnel shall monitor these activities in tandem.
 - j. Contractor shall ensure event is completely torn down with all structures, equipment, décor and signage removed no later than 12:00 p.m., Tuesday, July 19, 2016.
 - k. Contractor shall remove all equipment from any back of house area by 10:00 a.m., Wednesday, July 20, 2016.
3. To the following provisions pertaining to **VOLUNTEERS & NON-PROFIT INVOLVEMENT:**
 - a. Contractor shall arrange for Big Brothers & Big Sisters of Orange County to be the Alcohol & Beverage Control (ABC) Daily License Holder for this event and will source appropriate liquor liability insurance which will be expensed to the event.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

- b. Contractor shall coordinate efforts with Big Brothers Big Sisters of Orange County, Centennial Farm Foundation (CFF), and any other needed sources to provide volunteer servers for the event. The District shall help secure volunteer servers from the Centennial Farm Foundation and Centennial Farm Docents program. All servers must be certified by an approved "Safe Alcohol Server" course (e.g. TIPS, ServeTrain, etc.), and must produce their Certificate of Completion to Contractor and/or the District prior to Friday, July 15, 2016.
4. To the following provisions pertaining to **MARKETING & SPONSORSHIP**:
- a. The District has a current exclusive sponsorship agreement with Straub distributing, and that Contractor must gain District approval on the use of all brewery banners and signage for the exterior of the event tent structure to ensure there is no conflict with existing District malt beverage sponsor agreements. Any additional sponsorship agreements for the event must be pre-approved by District.
 - b. The District has limited rights to use Contractor's primary, proprietary event name, "Brew Hee Haw" or any derivatives such as, "Brew Hee Haw at the OC Fair," "Brew Hee Haw Craft Beer Roundup at the OC Fair" or others approved by Contractor. The District may extend these limited rights to marketing organizations for purposes of promoting Brew Hee Haw. The District, directly or through Tandem Partnerships may secure sponsors for Brew Hee Haw that are mutually agreed to between District and Contractor. Tandem will receive a 10% commission or other amount as specified in the Event Budget.
 - c. Contractor's use of the OC Fair brand must be in compliance with the District's style guide. Contractor shall obtain pre-approval from the District prior to each unique version of the brand.
 - d. Contractor and the District shall each help promote the event through marketing, advertising, website, Public Relations and social media activities. Specifically, Contractor shall market the event through Brew Ha Ha's database, website listings, print advertising, collateral materials, etc.
 - e. The District shall provide professional photography and videography services to record the event and grants Contractor permission to use photos and videos for promotional purposes.
5. To the following provisions pertaining to **SUPPLIES & DECOR**:
- a. The District shall arrange for country/western themed décor and all production elements such as lighting, stage structure, truss units, etc., for the event per the agreed upon figures as found in the Event Budget.
 - b. The District shall provide stanchions, utilities, tables, chairs, and pipe & drape, etc., as authorized in the Event Budget.
 - c. The District shall provide and distribute standard OC Fair 21+ ID check wristbands to verify that an individual's ID has been checked prior to receiving alcohol.
 - d. Contractor shall order and distribute additional event wristbands for each guest in order to indicate paid admission to the event. Event wristbands shall be distributed after 21+ ID check and wristbands have been completed and distributed by Security and Alcohol Compliance personnel.
 - e. Contractor shall select, source and order special VIP souvenir glasses in a quantity that represents their best estimate of the number of VIP guests anticipated at the event.
 - f. Contractor shall order and stock free water stations for guests throughout the event.
 - g. Contractor shall acquire sufficient craft beer to offer a minimum of sixty-one (61) craft beers from thirty (30) breweries at each session. Note: Contractor will manage an acceptable number of closed taps due to running out of craft beer during a session.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

- h. Contractor shall arrange for a disc jockey (DJ) for entertainment and announcements during the event, which shall include an adequate sound system and all necessary equipment.
 - i. Contractor may sell related merchandise at the event. All merchandise sold may include the OC Fair & Event Center brand, following the District's style guide requirements.
6. To the following provisions pertaining to **LABOR**:
- a. Safety and alcohol compliance is the responsibility of Contractor and the District, and the District will be fully in charge of the Security & Alcohol Compliance staff and function.
 - b. The District shall provide minimal labor resources for setup and teardown of trash cans, fencing, etc. using District Event Operations staff.
 - c. Contractor shall provide janitorial and event maintenance labor resources during and after each session.
 - d. The District shall provide janitorial and venue maintenance labor resources after the final session has concluded using District staff and contractors.
 - e. Contractor shall verify that Contractor's paid and unpaid staff, and any other contracted 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 E4C, is not a registered sex offender per the Megan's Law registry.
 - f. The District will provide working credentials and parking passes for all Contractor staff, participating breweries, guest speakers, and other support staff. Each brewery will receive working credentials for staff members working at each session.
 - g. The District will provide an additional two (2) general admission tickets for each participating brewery for business development purposes.
 - h. The District will provide a single-day working credential for each day worked, along with a single-day parking pass to non-profit volunteers.
7. To the following provisions pertaining to **TICKETING & REVENUE**:
- a. To coordinate mutually agreeable strategies for event ticket sales and promotions, including, but not limited to, discounts, and group and sub-distribution arrangements.
 - b. Any of the events may be changed or cancelled due to low participation or for other reasons as mutually agreed upon by both Contractor and the District.
 - c. The District will be responsible for managing all ticket revenue and pre-event expenses as needed unless otherwise agreed upon by both Parties. Final distribution shall be calculated as total ticket revenue minus:
 - i. Mutually confirmed event-related expenses not to exceed the total of spending authorizations as outlined in the Event Budget, which shall be provided to the District.
 - ii. Any other mutually agreed upon expenses.
 - iii. Contractor must submit all purchase documentation such as receipts and/or rental agreements to the District within fifteen (15) days after the completion of event.
 - d. Fifty percent (50%) of the remaining balance will go to the District and fifty percent (50%) will go to Contractor.
 - e. District agrees to pay Contractor a total sum not to exceed NINETY THOUSAND DOLLARS (\$90,000.00) upon completion of services herein required and receipt of all purchase documentation. Payment will be made Net 15 from written notice from Contractor that District has all documentation from them to calculate distribution.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5750-70

PAYMENT PROVISIONS:

Payment will be made to Contractor upon satisfactory completion of services herein required and upon receipt of proper purchase documentation such as receipts and/or rental agreements and according to Event Budget. Payment will be made Net 15 from written notice from Contractor that District has all documentation from them to calculate distribution.

-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.)
- 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-

AGREEMENT NUMBER SA-138-16PA
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

CHICKEN GOOD TOURING, INC. F/S/O G. LOVE & SPECIAL SAUCE

2. The term of this Agreement is: **08/03/16** through **08/03/16** FED ID:

3. The maximum amount of this Agreement is: **\$37,000.00 inclusive of Backline and Grounds Transportation Buyout (\$35,000 FLAT PLUS \$1,500 Backline Buyout and \$500 Grounds Transportation Buyout)**

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 “G. Love & Special Sauce” on stage at the Pacific Amphitheatre on Wednesday, August 3, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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) <input type="checkbox"/> Exhibit - D* Special Terms and Conditions	Pages 9 – 12
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) CHICKEN GOOD TOURING, INC. F/S/O G. LOVE & SPECIAL SAUCE		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Jordan Gurrentz, Agent	TALENT AGENCY I.D. # 3565	
ADDRESS Paradigm Talent Agency 404 West Franklin St. Monterey, CA 93940 (831) 375-4889		
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 or Ken Karns, VP, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Michael Franti & Spearhead	
Support 1	G Love & Special Sauce	\$35,000
Support 2	TBD	\$0

Today's Date	2/26/16	Expiration Date	2/26/16	Revislon Date	TBD
Performance Date	8/3/2016	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jordan Gurrentz / Aaron Pinkus	Agency	Paradigm
Phone	831-375-4889	Email	jgurrentz@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	rav@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$45.50	\$20,839.00
Orchestra 1	1,421	85	8	1,328	38.00	50,464.00
Orchestra 2	1,054	85	8	961	30.50	29,310.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	23.00	53,038.00
Terrace 2	2,796	100	14	2,682	15.50	41,571.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$195,222.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admision	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	35,000	35,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$125,500	\$125,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$35,000 flat plus \$1500 buyout for backline and \$500 buyout for ground trans for G Love & Special Sauce to support Michael Frant & Spearhead. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 20 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Jisu Park
 Talent Buyer

2/26/2016 12:33

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, August 3, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, August 3, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
rav@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-140-16PA
REGISTRATION NUMBER

- 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
ALL WAYS GONE TOURING INC. F/S/O EARTH, WIND & FIRE
- The term of this Agreement is: **07/30/16** through **07/30/16** FED ID:
- The maximum amount of this Agreement is: **\$250,000.00**
- 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 “Earth, Wind & Fire” on stage at the Pacific Amphitheatre on Saturday, July 30, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) ALL WAYS GONE TOURING INC. F/S/O EARTH, WIND & FIRE		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Earth Wind & Fire	\$250,000
Support 1		\$0
Support 2	TBD	\$0

Today's Date	3/29/16	Expiration Date	3/30/16	Revision Date	TBD
Performance Date	7/30/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Tim.Beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$63.00	\$28,854.00
Orchestra 1	1,421	85	8	1,328	55.50	73,704.00
Orchestra 2	1,054	85	8	961	48.00	46,128.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	38.00	87,628.00
Terrace 2	2,796	100	14	2,682	30.50	81,801.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$318,115.00

Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$250,000	\$250,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$340,500	\$340,500



EXHIBIT A – SCOPE OF WORK (CONT.)

- Financial terms: \$250,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre.
- The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (Including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. **NO LA PLAY.**
- As an agency of the State of California, the venue is not permitted to provide performance deposits.
- This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. It is the responsibility of the booking agency to communicate this to any/all fan club representatives.
- Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material.
- Fair / festival style advertising.
- Runner is available for day of show only transportation within a 15-mile radius of the venue.
- Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter.
- Artist is requested to participate in a minimum of one media interview request.

TICKETING

- Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. It is the responsibility of the booking agency to communicate this to any/all fan club representation.
- If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge.
- Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. It is the responsibility of the booking agency to communicate this to any/all fan club representation.
- Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance.
- Complimentary tickets can be arranged through the Production Manager on the performance day.
- Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale.
- Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders.
- Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider.
- Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc.
- Venue may offer group ticket discounts of up to 15%.
- The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.

PRODUCTION

- This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production.
- Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc.
- Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist.
- Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist.
- If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats.
- The house net includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck.
- There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.

OTHER

- Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist.
- Alcohol and tobacco products will not be provided.
- There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
- Front of stage barricades cannot be added after the performance goes on sale to the public.

PERFORMANCE OFFER AUTHORIZATION

Page 2 of 2

[Handwritten Signature]

Talent Buyer

3/29/2016 10:54

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 30, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 30, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-142-16GE	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
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 . PACIFIC EVENTS ENTERTAINMENT
---	--

2. The agreement term is from 08/03/16 through 08/14/16

3. The maximum amount payable is \$ 2,125.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,125.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Master of Ceremonies/Commentator 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* 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.) PACIFIC EVENTS ENTERTAINMENT			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING Timothy Coy, Chief Executive Officer			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 3270 Evening Star Lane, Corona, CA 92881 (714) 267-2343			
FUND TITLE Operating	ITEM Distribution	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 serve as Master of Ceremonies/Color Commentator during select events, from August 3 – August 14, for the 2016 OC Fair.
- B. To provide services for an hourly rate of one hundred twenty-five dollars (\$125.00) and according to the following schedule:
- | | |
|----------------------------------|-----------------------------------|
| 1. 08/03 – Extreme Rodeo | 3.0 Hours @ \$125/hour = \$375.00 |
| 2. 08/04 – Broncs & Bulls | 3.0 Hours @ \$125/hour = \$375.00 |
| 3. 08/05 – Extreme Rodeo | 3.0 Hours @ \$125/hour = \$375.00 |
| 4. 08/06 – Broncs & Bulls | 3.0 Hours @ \$125/hour = \$375.00 |
| 5. 08/07 – Fiesta del Charro | 3.0 Hours @ \$125/hour = \$375.00 |
| 6. 08/14 – Toyota Camry Giveaway | 2.0 Hours @ \$125/hour = \$250.00 |
- 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:

- A. To provide all necessary credentials, parking passes and photo identification.
- B. To pay Contractor a total amount not to exceed TWO THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$2,125.00) 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 #:

5410-15 - \$250.00

5100-70 - \$1,875.00

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required. Payment will be Net 10 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.

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-

AGREEMENT NUMBER SA-143-16PA
REGISTRATION NUMBER

- 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
IRATION, LLC F/S/O IRATION
- The term of this Agreement is: **07/09/16** through **07/09/16** FED ID:
- The maximum amount of this Agreement is: **\$54,000.00 Inclusive Potential Paid Ticket Bonuses (\$40,000 FLAT; \$43,500 at 6,235 tickets sold; \$47,000 at 6,735 tickets sold; \$50,500 at 7,235 tickets sold; \$54,000 at 7,735 tickets sold)**
- 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 “Iration” on stage at the Pacific Amphitheatre on Saturday, July 9, 2016. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) IRATION, LLC F/S/O IRATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	IRATION	\$40,000
Support 1	Rebel Souljahz	\$0
Support 2	The Steppas / Katastro	\$0

Today's Date	2/24/16	Expiration Date	2/24/16	Revision Date	TBD
Performance Date	7/9/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jared Martin / Tim Beeding	Agency	Creative Artists Agency
Phone	424-288-2719	Email	jared.martin@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$28.00	\$12,824.00
Orchestra 1	1,421	85	8	1,328	20.50	27,224.00
Orchestra 2	1,054	85	8	961	13.00	12,493.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	5.50	12,683.00
Terrace 2	2,796	100	14	2,682	5.50	14,751.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$79,975.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$40,000	\$40,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$130,500	\$130,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$40,000 flat plus (4) \$3500 bonuses at 6,235, 6,735, 7,235 and 7,735 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REBEL SOULIAHZ, The Steppas, Katastro for support. 10% TERRACE DISCOUNT OFFER FOR THOSE THAT BUY 2 SHOWS (\$20.25 PER TICKET.) • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 60 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Jisa Foxton

Talent Buyer

Artist Representative

5/24/2016 11:05

Date

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 9, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 9, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-144-16PA
REGISTRATION NUMBER

- 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
IRATION, LLC F/S/O IRATION
- The term of this Agreement is: **07/10/16** through **07/10/16** FED ID:
- The maximum amount of this Agreement is: **\$54,000.00 Inclusive Potential Paid Ticket Bonuses (\$40,000 FLAT; \$43,500 at 6,235 tickets sold; \$47,000 at 6,735 tickets sold; \$50,500 at 7,235 tickets sold; \$54,000 at 7,735 tickets sold)**
- 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 “Iration” on stage at the Pacific Amphitheatre on Sunday, July 10, 2016. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) IRATION, LLC F/S/O IRATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	IRATION	\$40,000
Support 1	Collie Buddz	\$0
Support 2	The Expanders / Seedless	\$0

Today's Date	2/24/16	Expiration Date	2/24/16	Revision Date	TBD
Performance Date	7/10/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jared Martin / Tim Beeding	Agency	Creative Artists Agency
Phone	424-288-2710	Email	jared.martin@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$28.00	\$12,824.00
Orchestra 1	1,421	85	8	1,328	20.50	27,224.00
Orchestra 2	1,054	85	8	961	13.00	12,493.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	5.50	12,683.00
Terrace 2	2,796	100	14	2,682	5.50	14,751.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$79,975.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$40,000	\$40,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$130,500	\$130,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$40,000 flat plus (4) \$3500 bonuses at 6,235, 6,735, 7,235 and 7,735 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. COLLIE BUDDZ, THE EXPANDERS, SEEDLESS FOR SUPPORT. 10% TERRACE DISCOUNT TICKET OFFER FOR THOSE THAT BUY BOTH SHOWS (\$20.25 per ticket.) The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Artist is allotted 60 complimentary tickets for this performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%. The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Jose Lopez

Talent Buyer

5/24/2016 11:06

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 10, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 10, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

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

R A F

AGREEMENT NUMBER SA-145-16PA
REGISTRATION NUMBER

- 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
NJ INC. F/S/O FRANKIE VALLI & THE FOUR SEASONS
- The term of this Agreement is: **07/27/16** through **07/27/16** FED ID:
- The maximum amount of this Agreement is: **\$125,000.00**
- 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 “Frankie Valli & The Four Seasons” on stage at the Pacific Amphitheatre on Wednesday, July 27, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) NJ INC. F/S/O FRANKIE VALLI & THE FOUR SEASONS		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Joe Brauner, Agent	TALENT AGENCY I.D. # 44577	
ADDRESS The Agency Group Ltd. 142 West 57th Street, Sixth Floor, New York, NY 10019 (212) 581-3100		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Frankie Valli & The Four Seasons	\$125,000
Support 1		\$0
Support 2	TBD	\$0

Today's Date	3/22/16	Expiration Date	4/4/16	Revision Date	TBD
Performance Date	7/27/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Nick Meinema / Bryan Vastano	Agency	United Talent Agency
Phone	615-564-2580	Email	nick.meinema@unitedtalent.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$43.00	\$19,694.00
Orchestra 1	1,421	85	8	1,328	35.50	47,144.00
Orchestra 2	1,054	85	8	961	28.00	26,908.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	20.50	47,273.00
Terrace 2	2,796	100	14	2,682	13.00	34,866.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$175,885.00

Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$125,000	\$125,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$215,500	\$215,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$125,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the DC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. It is the responsibility of the booking agency to communicate this to any/all fan club representatives. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. It is the responsibility of the booking agency to communicate this to any/all fan club representation. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. It is the responsibility of the booking agency to communicate this to any/all fan club representation. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. * The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

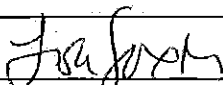
 _____ Talent Buyer	_____ Artist Representative
6/6/2016 12:23 _____ Date	_____ Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, July 27, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, July 27, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

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

R A F

AGREEMENT NUMBER SA-146-16PA
REGISTRATION NUMBER

- 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
OFFSPRING, INC. F/S/O OFFSPRING
- The term of this Agreement is: **07/20/16** through **07/20/16** FED ID:
- The maximum amount of this Agreement is: **\$197,500.00 Inclusive Potential Paid Ticket Bonuses (\$195,000 FLAT; \$197,500 at 7,735 tickets sold)**
- 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 "Iration" on stage at the Pacific Amphitheatre on Wednesday, July 20, 2016. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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) <input type="checkbox"/> Exhibit - D* Special Terms and Conditions	Pages 9 – 12
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) OFFSPRING, INC. F/S/O OFFSPRING		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	The Offspring	\$195,000
Support 1		\$0
Support 2	TBD	\$0

Today's Date	2/22/16	Expiration Date	3/15/16	Revision Date	TBD
Performance Date	7/20/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	tim.beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$55.50	\$25,419.00
Orchestra 1	1,421	85	8	1,328	48.00	63,744.00
Orchestra 2	1,054	85	8	961	40.50	38,920.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	30.50	70,333.00
Terrace 2	2,796	100	14	2,682	23.00	61,686.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$260,102.50

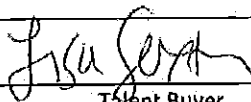
Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$195,000	\$195,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$285,500	\$285,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$195,000 flat plus \$2500 bonus at 7,735 tax paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the DC Fair / Pacific Amphitheatre. REQUEST MUTUALLY AGREED UPON SUPPORT. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 50 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Artist is allotted 75 complimentary tickets for this performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%. The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION



Talent Buyer

5/23/2016 15:18

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, July 20, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, July 20, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *non-resident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-147-16PA
REGISTRATION NUMBER

- 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
LADDER SOUL TOURING, LLC F/S/O ANDY GRAMMER
- The term of this Agreement is: **07/21/16** through **07/21/16** FED ID:
- The maximum amount of this Agreement is: **\$100,000.00 Inclusive Potential Paid Ticket Bonuses (\$80,000 FLAT; \$86,666 at 6,735 tickets sold; \$93,333 at 7,235 tickets sold; \$100,000 at 7,735 tickets sold)**
- 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 “Andy Grammer” on stage at the Pacific Amphitheatre on Thursday, July 21, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) LADDER SOUL TOURING, LLC F/S/O ANDY GRAMMER		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Keith Shackelford, Agent	TALENT AGENCY I.D. # 3565	
ADDRESS Paradigm Talent Agency 124 12th Avenue, South, Suite 410, Nashville, TN 37203 (615) 251-4400		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)
The Pacific Amphitheatre
Performance Offer

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Andy Grammer	\$80,000
Support 1	Rachel Platten	\$0
Support 2	TBD	\$0

Today's Date	2/23/16	Expiration Date	2/23/16	Revision Date	TBD
Performance Date	7/21/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Keith Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$45.50	\$20,839.00
Orchestra 1	1,421	85	8	1,328	38.00	50,464.00
Orchestra 2	1,054	85	8	961	30.50	29,310.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	23.00	53,038.00
Terrace 2	2,796	100	14	2,682	15.50	41,571.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$195,222.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$80,000	\$80,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$170,500	\$170,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$80,000 flat plus (1) \$6,666 bonus at 6,735 tix paid and (2) \$6,667 bonuses at 7,235, and 7,735 tix paid. If there is a VIP upsell cap is set at 75 tix at \$75 (plus 20 OC Fair VIPs with all rights and no charges). Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. OFFER CONTINGENT UPON RACHEL PLATTEN CONFIRMATION. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. * The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

 Talent Buyer
 2/23/2016 10:17

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Thursday, July 21, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Thursday, July 21, 2016, if a fully signed contract and other required documents have not been received by the District

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-


AGREEMENT NUMBER SA-148-16PA
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
MATT NATHANSON TOURING, INC. F/S/O MATT NATHANSON
2. The term of this Agreement is: **07/22/16** through **07/22/16** FED ID:
3. The maximum amount of this Agreement is: **\$65,000.00**
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 "Matt Nathanson" on stage at the Pacific Amphitheatre on Friday, July 22, 2016, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B -- Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C -- General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E -- House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F -- Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) MATT NATHANSON TOURING, INC. F/S/O MATT NATHANSON		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
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		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Co-Headliner	Phillip Phillips	
Co-Headliner	Matt Nathanson	\$65,000
Support 2	A Great Big World	\$5,000

Today's Date	3/9/16	Expiration Date	3/9/16	Revision Date	TBD
Performance Date	7/22/2016	Performance Time	7PM	Doors Open	6PM
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Tim.Beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$40.50	\$18,549.00
Orchestra 1	1,421	85	8	1,328	33.00	43,824.00
Orchestra 2	1,054	85	8	961	25.50	24,505.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	18.00	41,508.00
Terrace 2	2,796	100	14	2,682	10.50	28,161.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$156,547.50

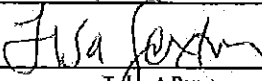
Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	65,000	65,000
Support 2 Guarantee	1	5,000	5,000
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$160,500	\$160,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$65,00 for Matt Nathanson to co-bill with Phillip Phillips. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. A GREAT BIG WORLD AS SUPPORT - \$5,000 flat. SHOW DURATION - 3 HOURS. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Each artist are allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. A Great Big World - 10 artist comps. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 4/19/2016 15:57
 Date

 Artist Representative
 Date



EXHIBIT B -- BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, July 22, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, July 22, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

R. Williams A. M. F. *AK*
FEDERAL TAXPAYER ID. NUMBER

CONTRACT NUMBER SA-149-16SP	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 Contractor. IKEA
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2. The agreement term is from **07/01/2016** through **08/16/2016**

3. The maximum amount payable is **\$20,000 (TRADE)**
pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
Other **\$20,000.00 TRADE** (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
- Exhibit C -- 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.) IKEA	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Matt Williams, Local Marketing Specialist	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1475 South Coast Dr., Costa Mesa, CA 92626	

FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 <i>[Signature]</i>	DATE SIGNED
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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

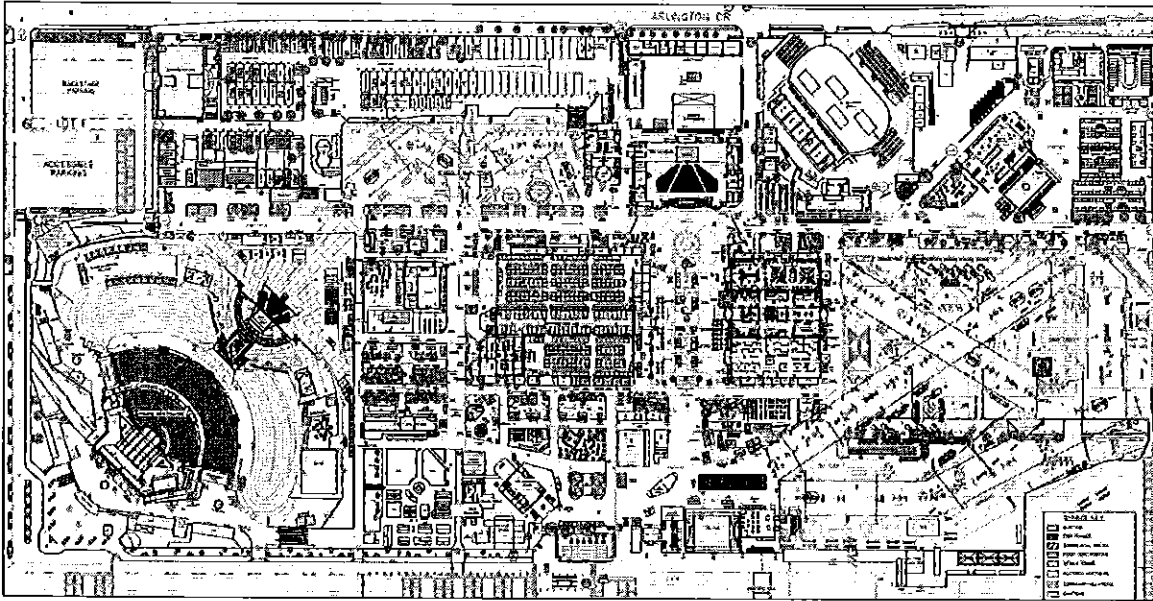
1. IKEA to be Presenting Sponsor of the IKEA Beach area at the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To provide trade value of TWENTY THOUSAND DOLLARS (\$20,000) to the District.
3. Trade value includes:
 - a. Furnishing of the IKEA Beach (2400 sq. feet)
 - i. OC Fair has the opportunity to keep the furniture after the 2016 OC Fair.
 - b. eblast promotions to IKEA Family (approximately 250,000 recipients)
 - c. Hosting of OC Fair-themed pop-up event at IKEA Costa Mesa on May 26, 2016
 - i. Sponsor will provide crowd control with stanchions and staffing
 - ii. Sponsor will provide balloons and kids area
 - iii. Sponsor will provide bubble for "Get Your Fair Face On" selfie contest
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. That mobile tours and other exhibitors may be near the designated spaces.
7. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
8. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.
9. To provide the District with advertising in IKEA Family eblasts to promote the 2016 OC Fair as outlined here-in:
 - a. One (1) on May 23, 2016 promoting the pop up event at IKEA Costa Mesa
 - b. One (1) in June to promote \$2 off ticket opportunity to IKEA Family
 - c. Material to be produced by Sponsor and approved by District
10. To provide a minimum of six (6) dedicated social media posts about the OC Fair and/or OC Fair pop-up event between May 16, 2016 and August 7, 2016.
 - a. Posts may be on Facebook, Twitter, and/or Instagram.
 - b. At least two (2) posts prior to pop-up event on May 26, 2016
11. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide IKEA with Presenting Sponsorship of the IKEA Beach at the 2016 OC Fair from July 15, 2016 – August 14, 2016 located on the East end of Plaza Pacifica; please see area highlighted in red on attached map.
2. To acknowledge Sponsor as a Sponsor of the 2016 OC Fair in all applicable marketing materials.
3. To provide 2400 sq feet for IKEA Beach furnishing
4. To offer \$2 discount on 2016 OC Fair General Admission to IKEA Family subscribers.
5. IKEA family-specific artwork to be designed by the District and approved by Sponsor (see below)
6. To provide opportunity to Sponsor for their talent to participate at Promenade Stage during 2016 OC Fair
 - a. Four (4) total appearances – one (1) each Thursday afternoon. Exact timing to be mutually agreed upon by Sponsor and District.
7. To bring minimum of one (1) OC Fair Foodie Mascot to the pop-up event on May 26, 2016 at IKEA Costa Mesa.
8. To provide opportunity for interactive engagement at the IKEA Beach; i.e. QR codes or text to win contest
 - a. To be mutually agreed upon by Sponsor and District
9. To provide a minimum of six (6) social media posts with IKEA logo inclusion between May 16, 2016 and August 7, 2016.
 - a. Posts may be on Facebook, Twitter, and/or Instagram.
 - b. At least two (2) posts prior to pop-up event on May 26, 2016



9. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days).





HOURS	ADDRESS	VIP ACCESS
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FAIR FACE ON THIS SUMMER

\$2 OFF FULL-PRICE GENERAL ADMISSION

PLEASE VISIT:
JULY 15 -
AUGUST 14, 2015

IN OCEAR CITY

For a Family Coupon
CONSPICUOUSLY PRINTED TO PROMOTE THE OCEAR CITY



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

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 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.

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 (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 and (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 (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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 SFO 210 (Revised 8/2003)

RANDY AMER KASO

CONTRACT NUMBER SA-150-16SP	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 Contractor. LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA VERIZON WIRELESS
---	---

2. The agreement term is from 07/01/2016 through 08/16/2016

3. The maximum amount payable is **\$23,500.00 SPACE FEE**
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$23,500.00 SPACE FEE** (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
 Exhibit C - 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.) LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA VERIZON WIRELESS	BY (Authorized Signature) <i>Michele Richards</i>	BY (Authorized Signature) By: AIRTOUCH CELLULAR <i>Harold W. Naderre</i> Its: General Partner
DATE SIGNED 6-27-16	DATE SIGNED 6/24/16	PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Harold W. Naderre - Executive Director - Network
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS Mailing Address: 15505 Sand Canyon Ave., Building D, First Floor, Irvine, CA 92618 Business Address: One Verizon Way, Mail Stop 4AW100, Basking Rldge, NJ 07920 (949) 286-8702		

FUND TITLE Sales	ITEM 4375-87	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 <i>ca</i>	DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. That space(s) shall be used for the following purpose only: Installation and maintenance of two (2) truck mounted temporary cellular communications towers and related equipment.
2. To install and calibrate all equipment prior to July 15, 2016.
3. To work with District on reasonable and pre-approved access to Contractor Installed equipment for maintenance and calibration purposes only. Contractor must check-in with the OC Fair & Event Center Safety & Security office in order to be granted access.
4. Vehicles may not access the property during OC Fair hours, which are as follows: Wednesday through Friday from 12:00 p.m. – 11:00 p.m. and Saturday & Sunday from 10:00 a.m. – 11:00 p.m.
5. That all staff is properly uniformed with Verizon Wireless or Contractor attire, and wear District issued badge at all times while on the property.
6. That all equipment and installation procedures must be pre-approved by the District and that generators must comply with District-approved noise levels.
7. To provide payment in the sum of TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$23,500.00) as a site fee, due upon execution of this agreement. Payment in full must be received upon execution of this agreement.
8. Payments shall be remitted to the following address:
OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626
9. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Agency require the approval of the District prior to implementation.
10. To verify all Agency'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.
11. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.
14. To remove all equipment and related materials no later than 11:59pm on Monday, August 16, 2016.

DISTRICT AGREES:

1. To provide:
 - a. One (1) 40'x40' space at Davis Lot
 - b. Equivalent to 19'x47' space above third base entrance to Pacific Amphitheatre
2. To provide shore power to the tower on the third base entrance to Pacific Amphitheatre
3. To allow Contractor to install and maintain conduits, pipes, cables and wires as necessary to operate equipment with pre-approval from the District.
4. To provide a mutually-agreed number of credential badges and parking passes for working staff to access the property.



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/Pler 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

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 bodily injury and property damage.

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 (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 and (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect.



EXHIBIT C – 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.

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-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

R/Mar A/Mar F/02

CONTRACT NUMBER SA-151-16SP	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 Contractor. EXPERIAN
---	--

2. The agreement term is from 07/01/2016 through 08/15/2016

3. The maximum amount payable is \$40,000.00 (TRADE)

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____

Other \$40,000.00 (TRADE)

(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
- Exhibit C – 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.) EXPERIAN			
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED <u>6-28-16</u>	BY (Authorized Signature) <i>Russell Tleman</i>	DATE SIGNED <u>6/22/16</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Russell Tleman, VP of Facilities & Administration			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 475 Anton Blvd., Costa Mesa, CA 92626 (714) 830-5152			
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED



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 or 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

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 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.

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 (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 and (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 (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-

RAMAN F

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-152-16SP	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 Contractor. PEPSI BOTTLING GROUP, LLC
---	---

2. The agreement term is from 06/19/2016 through 08/14/2016

3. The maximum amount payable is \$49,154.00 (TRADE), \$2,100.00 (CASH)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$49,154.00 (TRADE), \$2,100 (CASH) (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
 Exhibit C – 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.) PEPSI BOTTLING GROUP, LLC			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Bustos, Key Account Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 27717 Aliso Creek Rd., Aliso Viejo, CA 92656 (949) 643-5764			
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
2. To execute the Orange Crush 12-pack wrap \$2 off 2016 OC Fair admission promotion and co-branded can panel throughout Orange County market and execute Orange Crush TXT2WIN promotion (Trade value of \$49,154.00; creative to be supplied by Sponsor for District promotion sp.
3. To provide payment in the sum of TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100) for hard costs associated with meal vouchers and carnival ride cards, due upon execution of this agreement. Payment in full must be received no later than July 10, 2016.
Payment shall be remitted to the following address:
OC Fair and Event Center
Attn: Account Receivable
88 Fair Drive
Costa Mesa, CA 92626
4. To coordinate Orange Crush TXT2WIN promotion at distribution outlets throughout Southern California including:
 - a. TWENTY-FIVE (25) Ralphs District 4 locations.
 - b. TWENTY-FIVE (25) Ralphs District 5 locations.
 - c. TWENTY-FIVE (25) Ralphs District 6 locations.
 - d. TWENTY-SEVEN (27) Ralphs District 7 locations.
 - e. TEN (10) Super A Foods locations.
 - f. THIRTY-TWO (32) Northgate locations.
 - g. FORTY-FIVE (45) Superior locations.
 - h. SEVEN (7) Superking locations.
 - i. TWELVE (12) KV Mart locations.
 - j. TWO (2) Best Way locations.
 - k. SEVEN (7) King Ranch locations.
 - l. FOUR(4) El Tapatio locations.
 - m. TWO (2) Advance Food locations.
 - n. FIFTY (50) IBS Torrance.
 - o. FIFTY (50) IBS Laguna.
 - p. TWENTY-FIVE (25) IBS Buena Park.
 - q. TWENTY (20) IBS Baldwin Park.
 - r. FIFTEEN (15) IBS Riverside.
 - s. FIFTEEN (15) IBS San Fernando.
 - t. TEN (10) ISB Indio.
5. To distribute THREE HUNDRED SIXTY-FOUR (364) 2016 OC Fair General Admission tickets as grand prizes for TXT2WIN promotion.
6. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with District.

DISTRICT AGREES:

1. To provide THREE HUNDRED SIXTY-FOUR (364) 2016 OC Fair General Admission Tickets for Orange Crush TXT2WIN winners.
2. To provide EIGHTY-FOUR (84) 2016 OC Fair Carnival Ride Cards (THREE [3] rides per card) for Orange Crush TXT2WIN winners.
3. To provide EIGHTY-FOUR (84) \$10 Spectra meal vouchers for Orange Crush TXT2WIN winners.
4. To provide THREE THOUSAND SIX HUNDRED AND TWENTY-EIGHT (3,628) 2016 OC Fair General Admission Tickets for key account hospitality.
5. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with Sponsor.



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.)

- End Exhibit B -



EXHIBIT C – 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 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.

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 (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 and (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 (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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 5/2003)

R. M. ...

CONTRACT NUMBER SA-153-16SP	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
 OCCs 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 Contractor.

SUNERGY CONSTRUCTION

2. The agreement term is from 07/01/2016 through 08/31/2016

3. The maximum amount payable is **\$14,500.00 (CASH)**

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____

Other **\$14,500.00 (CASH)**

(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
- Exhibit C - 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.ojs.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.) SUNERGY CONSTRUCTION			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED <u>7-22-16</u>	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED <u>6/14/2016</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Jonathan Mitchell, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2940 Rubidoux Blvd., Riverside, CA 92509 (619) 581-2288			
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED <u>6/14/2016</u>



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

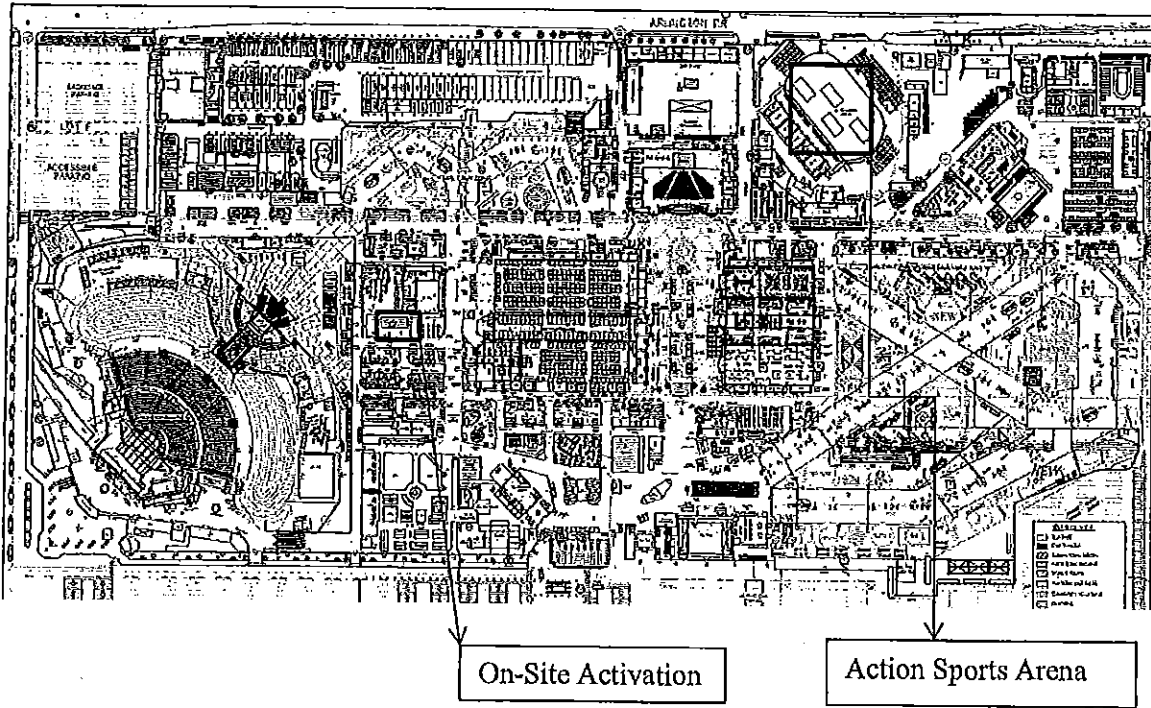
1. To be an Official Sponsor of the Action Sports Arena at the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To provide payment in the sum of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.
 - 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 gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide Sponsor with Official Sponsorship of the Action Sports Arena at the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To install two (2) 36"x96" branded dasher boards inside of Action Sports Arena with Sponsor logo. Exact placement inside of Action Sports Arena to be mutually agreed upon between Sponsor and the District.
3. To provide one (1) 10'x10' booth located at Park Plaza. Please see additional location information on the map below.
4. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the Daily Schedule and Souvenir program.
 - b. In all applicable 2016 print advertising.



- c. In the @The Fair e-newsletter, summer issue (pending deadline).
 - d. On the 2016 OC Fair web site with a link to the Sponsor web site.
 - e. On 2 social media posts during and/or leading up to the Fair (content to be produced by the District and approved by Sponsor).
5. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days).



- 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 or 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

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 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.

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 (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 and (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 (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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-154-16FT	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. AMOCA CERAMICS STUDIO
---	---

2. The agreement term is from 07/07/16 through 08/16/16

3. The maximum amount payable is \$ 500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 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 – **Ceramic Artwork 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

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.) AMOCA CERAMICS STUDIO			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Heidi Kreitchet, Studio Director			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 301 North Garey Avenue, Pomona, CA 91767 (909) 622-0464; hkreitchet@amoca.org			
FUND TITLE Operating	ITEM 5100-84	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 loan exhibition-ready artwork to fill eighty (80) linear feet of floor space from Contractor's collection to the OC Fair & Event Center for installation and display in the Visual Arts Gallery from July 15 – August 14 at the 2016 OC Fair.
- B. To deliver artwork to the Visual Arts Gallery between July 7 – July 13, 2016. Contractor shall work with District staff to determine a mutually agreeable time of delivery.
- C. To pick up artwork from the Visual Arts Gallery between August 15 – August 16, 2016. Contractor shall work with District staff to determine a mutually agreeable pick-up time. The District will not be held liable for any artwork that is not removed by Tuesday, August 16, 2016.
- D. To provide a checklist of loaned artwork, which shall include the following information:
 - Title;
 - Medium;
 - Date;
 - Sale price; and
 - Insurance value.
- E. To provide an artist statement, CV, Title of Exhibit, photograph of the artist for publication and high resolution photo(s) of artwork.
- F. To provide detailed instructions for installation of artwork.
- G. To provide pedestal(s) and vitrine(s) for artwork display.
- H. To provide insurance for artwork.
- I. 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 install the artwork in the Visual Arts Gallery according to the instructions provided by Contractor.
- B. To exhibit the artwork from July 15 – August 14 at the 2016 OC Fair.
- C. To de-install the artwork on Monday, August 15, 2016.
- D. To properly label all exhibited artwork.
- E. To provide a printed wall statement and title wall graphic.
- F. To provide Contractor with purchase request information from OC Fair patrons.
- G. To provide Contractor with necessary parking and admission credentials.
- H. To provide Special Event Liability Insurance (SELI), which will satisfy Exhibit E – Insurance Requirements, attached hereto and incorporated herein.
- I. To pay Contractor a total sum not to exceed FIVE HUNDRED DOLLARS (\$500.00). Payment will be Net 10 and delivered via the US mail upon satisfactory completion of services herein and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-84

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and 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.



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)
 SIO. 219 (Revised 6/2003)

R. [Signature] E. [Signature]

CONTRACT NUMBER SA-155-16FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 557-78-8385
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. BILL PHELPS
---	---

2. The agreement term is from 07/23/16 through 07/23/16

3. 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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – Auctioneer Services for Junlor Livestock Auction 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* 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.) BILL PHELPS	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7-14-16	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7/8/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Bill Phelps	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 10425 Popular, Alta Loma, CA 91737 Cell: 714-308-8632	

FUND TITLE Livestock	ITEM 5100-B2	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 <i>[Signature]</i>	DATE SIGNED
---	-------------



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide auctioneer services for the Junior Livestock Auction on Saturday, July 23, for the 2016 OC Fair.
- B. To provide 1 (one) assistant.
- C. Services shall be performed from 8:00 a.m. to approximately 5:00 p.m.
- D. Payment is inclusive of all services rendered as well as all travel, excluding hotel accommodation, and meal expenses incurred during the term of the Agreement.
- 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.

DISTRICT AGREES:

- A. To provide necessary admission and parking credentials to Contractor.
- B. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation Insurance, as applicable.
- C. To pay Contractor a total amount not to exceed ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-

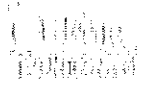


EXHIBIT B - BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-82

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
Bill Phelps Inc.		[REDACTED]
By (Authorized Signature)		
[Signature]		
Printed Name and Title of Person Signing		
Bill Phelps owner		
Date Executed	Executed in the County of	
7/8/16	San Bernardino	

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.)

10/16/03
12:00:00

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. SWEAT-FREE 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 with 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)

RAY A. [Signature] E. [Signature]

AGREEMENT NUMBER SA-168-16FT
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
GREAT AMERICAN ENTERTAINMENT COMPANY, LLC

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

3. The maximum amount of this Agreement is: **\$23,000.00**

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 the Great American Petting Zoo at the 2016 OC Fair. See Page 2 for additional Scope of Work. Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12
 Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

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.) GREAT AMERICAN ENTERTAINMENT COMPANY, LLC	
BY (Authorized Signature) [Signature] DATE SIGNED (Do not type) 7/9/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Pamela Jaeger, Vice President	
ADDRESS PO Box 2304, Grants Pass, OR 97528 (541) 612-1100 or (760) 872-7770	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) [Signature] DATE SIGNED (Do not type) 7-23-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide the "Great American Petting Zoo" from July 15 – August 14 for the 2016 OC Fair.
2. To participate in the Animal Welfare meeting on Wednesday, July 13, 2016 at 4:00 p.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To set up the exhibit Tuesday, July 12, and/or Wednesday, July 13, 2016, at a time to be determined by the Livestock Supervisor. Setup must be completed by 6:00 p.m., Wednesday, July 13, 2016.
4. To begin teardown and removal of the exhibit no earlier than Sunday, August 14, 2016, at 11:00 p.m. Contractor must receive approval from the District prior to tearing down the exhibit. Further, tear-down will not begin until all OC Fair guests have exited the petting zoo containment area.
5. The petting zoo shall be open continuously as follows:
 - a. Saturdays and Sundays – 10:00 a.m. to 10:00 p.m. *max*
 - b. Wednesdays through Fridays – 12:00 p.m. to 9:00 p.m.
6. Animals are to occupy an approximately 20' x 60' space with appropriate signage and will include kangaroos (Bennett's wallabies), llamas, deer and fawns, miniature horses, miniature donkeys, calves, and Vietnamese potbelly pigs.
7. To provide two (2) managers to ensure the zoo is kept clean through all hours of operation as well as Mondays and Tuesdays when the Fair is closed, and seven (7) uniformed staff to operate the zoo.
8. To provide educational information signage, handouts, or operational video tapes, to the public.
9. To maintain a hand washing station using supplies provided by the District.
10. To purchase straw, shavings, and alfalfa through the Livestock Department Office.
11. To sell animal feed to the public for \$3.00 per unit or two (2) units for \$5.00. Contractor to retain all proceeds from the sale of feed. Contractor shall also be permitted to sell Contractor-branded coloring books without commission to the District for the 2016 OC Fair. Coloring books shall be charged at the following rates: a. Activity Book: \$5 each, b. Pony Coloring Book: \$1 each, c. Fiona No No Book: \$7.95 each. Contractor to provide a comprehensive report for all sales (feed and coloring books) to the District no later than August 31, 2016. Report must include the total amount of feed sold in quantity and/or dollars broken down by each day of the OC Fair and submitted to Evy Young at 88 Fair Drive, Costa Mesa, CA 92626 or eyoung@ocfair.com.
12. The location of the petting zoo will be at the discretion of the District and may change from previous years.
13. That this contract is contingent upon obtaining the required insurance coverage effective for July and August 2016.
14. 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.
15. 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.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide space for a 20' x 60' petting zoo.
2. To provide space for one (1) 40' stock trailer near the petting zoo to house the animals at night or to give them a break during the day.
3. To provide credentials for petting zoo employees for the run of the 2016 OC Fair.
4. To provide space for one (1) vehicle to park, beyond public view, for the run of the 2016 OC Fair.
5. To provide supplies for the hand washing station.
6. To allow Contractor to retain all food-related sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.
7. To pay the Contractor a total sum not to exceed TWENTY THREE THOUSAND DOLLARS (\$23,000.00) upon satisfactory completion of work herein required on Sunday, August 14, 2016.

-End Exhibit A-

SA-158-16FT
GREAT AMERICAN ENTERTAINMENT COMPANY, LLC
PAGE 4 of 15



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made 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.

Contractor/Bidder Firm Name (Printed) Great American Entertainment Co LLC		Federal ID Number [REDACTED]
By (Authorized Signature) Melody Boyer, Executive Administrator		
Printed Name and Title of Person Signing Melody Boyer, Executive Administrator		
Date Executed 7/9/16	Executed in the County of Sacramento	

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 – 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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD 210 (Revised 6/2003)

R. Kelly Bishop, FA(137)

CONTRACT NUMBER SA-160-16FT	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. KELLY BISHOP
---	--

2. The agreement term is from 07/22/16 through 07/24/16

3. The maximum amount payable is \$ 600.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 600.00 (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 - Consulting Services for Junior Livestock Auction 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* 610 GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) See Section 6 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.) KELLY BISHOP	BY (Authorized Signature) <i>Michele Richards</i>	BY (Authorized Signature) <i>Kelly M. Bishop</i>
DATE SIGNED <u>7-13-16</u>	DATE SIGNED <u>7/13/2016</u>	PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Kelly Bishop
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 619 Rockwood Road, El Centro, CA 92343 (760) 791-7845		

FUND TITLE Junior Livestock Auction	ITEM 5100-82	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 consulting services for the Junior Livestock Auction from Friday, July 22, to Sunday, July 24, for the 2016 OC Fair.
- B. To provide staff training and oversight.
- C. To generate reports as requested by Livestock Supervisor and provide a comprehensive report following the event.
- D. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- 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.

DISTRICT AGREES:

- A. To provide necessary admission and parking credentials to Contractor.
- B. To provide space in Livestock office.
- C. To provide hotel accommodation for two (2) nights from July 22, 2016 to July 24, 2016. Accommodation will be made at the District's sole discretion.
- D. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation Insurance, as applicable.
- E. To pay Contractor a total amount not to exceed SIX HUNDRED DOLLARS (\$600.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-82 – Junior Livestock Auction

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper Invoice.

All invoices are to be itemized and 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.

Contractor/Bidder Firm Name (Printed) Kelly Bishop		Federal ID Number [REDACTED]
By (Authorized Signature) Kelly M. Bishop		
Printed Name and Title of Person Signing Kelly M. Bishop, self		
Date Executed 7/18/2014	Executed in the County of Imperial	

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.dlr.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 with 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-

R. *W. G. ...*

AGREEMENT NUMBER SA-161-16FT
REGISTRATION NUMBER

- 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
OASIS CAMEL DAIRY LLC
- The term of this Agreement is: **08/02/16** through **08/15/16** FED ID: XXXXXXXXXX
- The maximum amount of this Agreement is: **\$10,000.00**
- 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 an educational camel dairy exhibit 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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Condillons (Attached hereto as part of this agreement)	Pages 8 – 11
<input type="checkbox"/> 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.)		
OASIS CAN		
BY (Authorized Sign)	DATE SIGNED (Do not type)	
<i>es</i> 	07/20/2016	
PRINTED NAME AND TITLE		
Gil Riegler, Owner		
ADDRESS		
26757 Old Jullan Highway, Ramona, CA 92065 (760) 787-0983 or (760) 644-8000		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signatory)	DATE SIGNED (Do not type)	
<i>es</i> 	7-23-16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Business Development		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

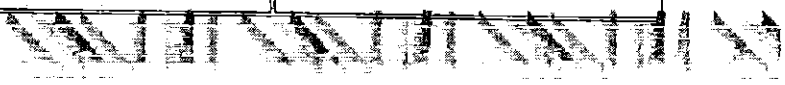




EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide an educational exhibit and camel dairy milking demonstrations in the Livestock area from August 3 – August 14 for the 2016 OC Fair.
2. To include in the exhibit a total of five (5) camels, including one (1) mother camel and one (1) calf; one (1) camel for petting and two (2) gelding camels.
3. To staff the exhibit Wednesdays – Fridays, from 12:00 p.m. to 10:00 p.m., and Saturdays – Sundays, from 10:00 a.m. to 10:00 p.m.
4. 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.
5. To provide a professional, customer friendly staff during OC Fair hours and adhere to the District's Standard of Conduct Policies.
6. To provide adequate feed and hay to support the animals for the duration of the Agreement term.
7. To set up the display on Tuesday, August 2, 2016 at a time to be arranged with Livestock staff.
8. To provide three (3) twenty (20) to thirty (30)-minute camel milking and demonstration shows daily at 1:30 p.m., 3:30 p.m., and 5:30 p.m.
9. To sell camel milk soap, camel milk lotion and camel milk chocolate after the demonstration shows. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.
10. To provide information to the District for educational signage as well as camel saddles, props display for exhibit area and a sound system.
11. To dismantle and remove the exhibit on Monday, August 15, 2016 at a time to be determined by Livestock staff.
12. 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 a 63' x 90' free span structure space in the Livestock area for Oasis Camel Dairy exhibit and milking demonstrations at the 2016 OC Fair.
2. To provide bagged shavings not to exceed forty (40) for initial setup and four (4) bagged shavings per day thereafter. Shavings in excess of the predefined amount will be the responsibility of Contractor.
3. To provide signage for the exhibit area.
4. To provide access to electricity.
5. To provide local hotel accommodations for up to two (2) rooms at the District's expense, from Tuesday, August 2, through Sunday, August 14, 2016.
6. To provide necessary admission credentials and parking passes to the Contractor.
7. To pay Contractor a total sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) 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 #: 5100-62

PAYMENT PROVISIONS:

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

Payment will be made 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. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

-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).)

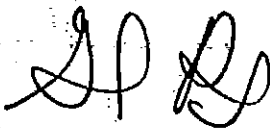
-End Exhibit C-



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> Oasis Camel Dairy LLC		<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gil Riegler / Managing Member		
<i>Date Executed</i> 07/20/2016	<i>Executed in the County of</i> San Diego	

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 Kiddle 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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,000.00)
 STD. 210 (Revised 6/2003)

R. Lyman

CONTRACT NUMBER SA-163-16FT	AM. NO.	FEDERAL TAX PAYER 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. ORANGE AGRICULTURE BOOSTERS
---	---

2. The agreement term is from 08/10/16 through 08/14/16

3. The maximum amount payable is \$ 3,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 3,500.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A - Scope of Work - Educational Exhibit at the 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* 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.) ORANGE AGRICULTURE BOOSTERS	BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED <u>7-11-16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Patricia Williams, Advisor	BY (Authorized Signature) <i>Patricia Williams</i>	DATE SIGNED <u>7/11/16</u>
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS Orange High School Agriculture Department 525 North Shaffer Street, Orange, CA 92667 (949) 837-3722	FUND TITLE Operating	ITEM 5100-62
		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 an educational exhibit to inform the public about livestock animals in the Livestock area at the 2016 OC Fair.
- B. To provide fully-staffed educational talks, public interaction, and adult supervision to oversee the work of the Contractor's Agriculture Booster members at the exhibit, Wednesdays – Fridays, from 12:00 p.m. to 11:00 p.m. and Saturdays – Sundays, from 10:00 a.m. to 11:00 p.m.
- C. To provide staffing schedule including names, dates and time slots by July 11, 2016.
- D. 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.
- E. To provide proof of liability insurance as required by the District.
- F. To set up the demonstration area on Monday, August 8, 2016, at a time to be arranged with Livestock Supervisor.
- G. To supply tools, equipment and/or lack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.
- H. To follow all rules and regulations of the Livestock Department and the District, including but not limited to dress code, cell phone use during on-duty hours, and interaction with the public and general duties.
- I. To perform all necessary cleaning after each session.
- J. To remove the exhibit and all display materials by Sunday, August 14, 2016, at a time to be arranged with the Livestock Supervisor. Contractor must receive approval from the District prior to teardown.
- K. 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 exhibit space in the Livestock North & South Beef Barns.
- B. To provide signage with Contractor's name and contact information.
- C. To provide feed (alfalfa hay) and bedding for animals on display.
- D. To provide necessary admission credentials and parking passes to Contractor.
- E. To pay Contractor a total sum not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US mail.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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 (16 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.)


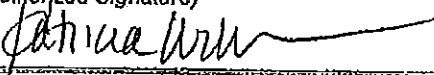
20. LOSS LEADER:

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.

Contractor/Bidder Firm Name (Printed) <i>Orange Agriculture Boosters</i>		Federal ID Number 
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Patricia Williams Agricultural Advisor</i>		
Date Executed <i>7/11/16</i>	Executed in the County of <i>Orange</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 8108.

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 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)

R. W. F. 

CONTRACT NUMBER SA-164-16FT	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. SADDLEBACK VETERINARY SERVICES, INC.
---	--

2. The agreement term is from 07/14/16 through 08/14/16

3. The maximum amount payable is \$ 2,800.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,500.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A - Scope of Work - Veterinary Services for 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* 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:

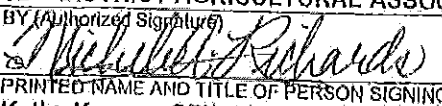
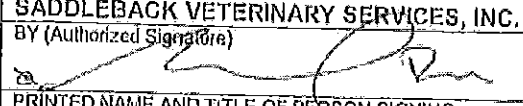
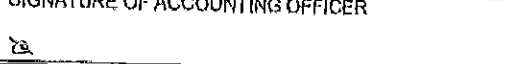
STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SADDLEBACK VETERINARY SERVICES, INC.	
BY (Authorized Signature) 	DATE SIGNED 7-8-16	BY (Authorized Signature) 	DATE SIGNED 7/6/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Mike Kavanagh, D.V.M.	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1082 Bryan Avenue, Tustin, CA 92780 (714) 832-8686	
FUND TITLE Operating	ITEM 5100-62	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 veterinary services from July 14 – August 14 for the 2016 OC Fair.
- B. To work under the direction of the Livestock Program Supervisor or designated appointee.
- C. To perform services on grounds at the following days and times:
 - 1. Wednesday, July 13, from 4:00 – 7:00 p.m., to attend the Animal Welfare meeting from 4:00 – 5:00 p.m. and to inspect animals from 5:00 – 7:00 p.m.
 - 2. Thursday, July 14, for Market Week Animal Inspection Services (cattle, goats, and sheep).
 - 3. Monday, July 18, beginning at 6:00 p.m. during swine delivery, or Tuesday, July 19, beginning at 8:00 a.m. during swine weigh-in to perform swine inspection services.
 - 4. Wednesdays, July 20, July 27, August 3 and August 10, from approximately 9:00 a.m. – 1:00 p.m. for general animal inspection services.
- D. To be on call for emergencies when not scheduled to be present on grounds.
- E. To support the policies and decisions of District Management.
- F. To provide proof of Malpractice Insurance.
- G. To provide proof of Workers' Compensation Insurance.
- H. To perform services at the rate of eighty dollars (\$80.00) per hour.
- I. To provide to the District an Invoice for services rendered within 30 days following the close of the 2016 OC Fair, but no later than September 16, 2016. Invoice shall be itemized by date work was performed, hours worked and hourly rate. Contractor shall only be paid for actual services rendered.
- J. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- K. 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.
- L. 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. On call services must not exceed two (2) hours unless there is an extreme emergency.
- B. To provide necessary admission and parking credentials to the Contractor.
- C. To pay Contractor EIGHTY DOLLARS (\$80.00) per hour for a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon satisfactory completion of services herein required and upon receipt of proper Invoice. Payment will be Net 10 delivered via the postal service.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
SADDLE BACK Veterinary Services inc		[REDACTED]
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
Michael Kevanagh Dan President		
Date Executed	Executed in the County of	
7/6/16	Orange	

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 – 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, 1778 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-

R. *Ky Kramer* (Signature)
 FEDERAL TAXPAYER ID. NUMBER

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-165-16FT	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
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
 D/VBE % 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. THERESA VARGAS
---	--

2. The agreement term is from 08/03/16 through 08/14/16

3. The maximum amount payable is \$ 1,200.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,200.00 (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 – Educational Chicken Exhibit 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* 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.) THERESA VARGAS	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 8-12-16	BY (Authorized Signature) <i>Theresa Vargas</i>	DATE SIGNED 8/14/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus Development		PRINTED NAME AND TITLE OF PERSON SIGNING Theresa Vargas	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS PO Box 26112, Santa Ana, CA 92799 (714) 580-2827	

FUND TITLE Operating	ITEM 5100-62	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 an educational chicken exhibit in the Livestock area from August 3 – August 14 for the 2016 OC Fair.
- B. To set up the exhibit on Tuesday, August 2, 2016 at a time to be arranged with the Livestock Supervisor.
- C. To provide staffing, signage, feed, supplies, and equipment necessary to maintain exhibit.
- D. 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.
- E. To remove the exhibit no earlier than Sunday, August 14, 2016 at 10:00 p.m. Contractor must receive approval from the District prior to tear down.
- F. Contractor fee is inclusive of all services rendered as well as all travel expenses incurred during the term of the Agreement.
- 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 space for the exhibit in the Livestock area. Final size and location shall be determined by the District.
- B. To provide necessary admission credential(s) and parking passes to Contractor.
- C. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- D. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and receipt of proper invoice. All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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

CCG-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.

Contractor/Bidder Firm Name (Printed) THERESA VARGAS		Federal ID Number [REDACTED]
By (Authorized Signature) <i>[Handwritten Signature]</i>		
Printed Name and Title of Person Signing Theresa Vargas		
Date Executed 8/11/16	Executed in the County of ORANGE	

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 – 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)

R. Williams
 F. [Signature]

CONTRACT NUMBER SA-166-16LS	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		[Redacted]

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
 CCGs 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. WILLIAM KELLOGG
--	---

2. The agreement term is from 07/20/16 through 07/24/16

3. The maximum amount payable is \$ 2,750.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,750.00 (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
- 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.) WILLIAM KELLOGG			
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-13-16	BY (Authorized Signature) <i>William Kellogg</i>		DATE SIGNED 7/12/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING William Kellogg			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2575 San Fernando Road, Atascadero, CA 93422 Home: (805) 461-0456; Cell: (805) 441-7894			
FUND TITLE Livestock	ITEM 5100-62	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide consulting services for the 2016 OC Fair Junior Livestock Auction.
- B. To provide one (1) assistant.
- C. To oversee JLA set-up on Friday, July 22, 2016.
- D. To serve as Master of Ceremony on Auction Day, Saturday, July 23, 2016.
- E. To oversee Master Showmanship and Awards Ceremony on Sunday, July 24, 2016.
- F. To provide comprehensive report to Livestock Supervisor post event.
- G. Contractor fee is inclusive of all services rendered as well as all travel expenses incurred during the term of the Agreement.
- H. 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 staff to assist with set-up of special events.
- B. To provide necessary admission and parking credentials to Contractor.
- C. To provide space in Livestock office.
- D. To provide uniforms to Contractor and Assistant.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation Insurance, as applicable.
- F. To pay TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

- End Exhibit A -

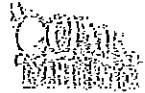


EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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 80 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.

Contractor/Bidder Firm Name (Printed) William Kellogg		Federal ID Number [REDACTED]
By (Authorized Signature) W. Kellogg		
Printed Name and Title of Person Signing William Kellogg		
Date Executed 7/12/16	Executed in the County of San Luis Obispo	

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 §10298) (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.

6. 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
 STD. 210 (Revised 6/2003)

R. W. A. F. A. 14

CONTRACT NUMBER SA-168-16FT	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
Attn: Accounts Payable

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. BLACKMARKET BAKERY INC.
--	---

2. The agreement term is from 07/11/16 through 08/15/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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 – Chef Demonstration for 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

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.ois.dgs.ca.gov/Standard+Language
 Other Exhibits (List) See item 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 BLACKMARKET BAKERY INC.	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-14-16	BY (Authorized Signature) <i>Rachel Klemek</i>	DATE SIGNED 7/11/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Rachel Klemek	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2937 Bristol Street #D100-A, Costa Mesa, CA 92628 714-662-3096 rklemek@sbcglobal.net	
FUND TITLE Operating	ITEM 6430-18	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 <input checked="" type="checkbox"/>	DATE SIGNED
--	-------------



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To demonstrate baking techniques from July 15 - August 14 (excluding Mondays and Tuesdays) at the 2016 OC Fair.
- B. Demonstrations on Wednesday through Friday shall be three (3) times per day for 30-40 minutes. Exact times shall be determined by the District. Demonstrations on Saturday and Sunday shall be four (4) times per day for 30-40 minutes with approximately two (2) hours between demonstrations. Exact times shall be determined and scheduled in approximately 2 hours apart by the District.
- C. To furnish all labor, equipment and materials necessary to perform the services described herein.
- D. To set-up the display July 11 - July 14 between the hours of 9:00 a.m. and 6:00 p.m.
- E. To provide staff to conduct baking demonstrations and answer questions from patrons during OC Fair hours.
- F. To provide tools, supplies and equipment for demonstrations and baking displays.
- G. To provide District approved promotional materials if desired for patrons.
- H. To provide retail baking items for sale made by Blackmarket Bakery in a commercial approved facility.
- I. To remove the display on August 15 between the hours of 10:00 a.m. and 4:00 p.m.
- J. To secure their own Temporary Food Facility (TFF) permit from the Orange County Health Department and post it in a visible location in allocated space in Exhibit Promenade.
- K. 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.
- L. 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 25' by 15' space for bakery demonstration and retail display.
- B. To provide storage, refrigerator, sink, work tables, mixer, shelves and display props.
- C. To provide sign with the name and contact information of Contractor.
- D. To provide informational signs on displayed bakers equipment.
- E. To provide badges, passes, and parking for Contractor.
- F. To allow retail of bakery products made by Contractor and waive any merchandise split.

-End Exhibit A-

SA-168-16FT
BLACKMARKET BAKERY INC.
PAGE 3 of 14



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not applicable.

PAYMENT PROVISIONS:

Not applicable.

-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 1898).
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.

Contractor/Bidder Firm Name (Printed) BLACKMARKET BAKERY		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing RACHEL KLEMEK, OWNER		
Date Executed 7/11/16	Executed In the County of ORANGE, CA	

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, Orblrons, 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 *Ray* A *AD* F *AD*

AGREEMENT NUMBER SA-169-16FT
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
CHEF RAY PRESENTS

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: **\$15,950.00**

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 demonstrate and create fruit and vegetable sculptures 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 – 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.) CHEF RAY PRESENTS		
BY (Authorized Signature) <i>Ray L. Duey</i>	DATE SIGNED (Do not type) 07/07/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Ray L. Duey, Owner		
ADDRESS 2028 Kenway Court, Lodi, CA 95242 (209) 334-6848; raylduey@yahoo.com		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED (Do not type) 7-23-16	
PRINTED NAME AND TITLE OF PERSON SIGNING K y Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To demonstrate the art of fruit and vegetable sculpting and create said sculptures in the Exhibit Promenade during open hours of the 2016 OC Fair, from July 15 - August 14 (excluding Mondays and Tuesdays).
- B. To provide demonstrations daily between 1:00 p.m. - 9:00 p.m.
- C. To provide tools and supplies for demonstrations and display.
- D. To provide raw materials for fruit sculptures.
- 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.

DISTRICT AGREES:

- A. To provide one (1) space no less than 8' x 8' for demonstration and exhibit purposes in the Exhibit Promenade at no cost to Contractor. Final space size to be determined by the District.
- B. To provide actual reimbursement for Contractor's hotel accommodation from Friday, July 15, 2016 to Sunday, August 14, 2016, at a maximum amount not to exceed THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) per Contractor's quote dated March 30, 2016. Contractor shall supply evidence of exact hotel cost in the form of a receipt, which shall be attached to Contractor's final invoice for payment.
- C. To provide two (2) preparation tables, one (1) 2-door refrigerator and locked storage space.
- D. To provide admission credentials and parking passes, as necessary.
- E. To pay Contractor a total sum not to exceed FIFTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$15,950.00) upon satisfactory completion of services herein required. Payment will be split between two (2) invoices according to the schedule provided in Exhibit B.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-80

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of services herein required according to the following schedule:

1. Invoice #1:

Contractor will provide invoice for first thirteen (13) days worked for a total of SIX THOUSAND SIX HUNDRED FIFTY TWO DOLLARS AND SEVENTEEN CENTS (\$6,652.17), to be submitted on Sunday, July 31, 2016. Payment will be Net 10 upon submission of invoice.

2. Invoice #2:

Contractor will provide invoice for last ten (10) days worked for a total of SIX THOUSAND NINETY SEVEN DOLLARS AND EIGHTY THREE CENTS (\$6,097.83), to be submitted on Sunday, August 14, 2016. This invoice shall also include the reimbursement cost for Contractor's hotel accommodation, which shall not exceed the maximum amount allocated of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00). Contractor shall submit the hotel receipt as evidence of exact expenditure, which must be attached to Contractor's invoice. Payment will be Net 10 upon submission of invoice.

Invoices are to be itemized and may be sent via email to AP@ocfair.com or mailed/delivered 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.



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.

Contractor/Bidder Firm Name (Printed) Chef RAY Presents		Federal ID Number [REDACTED]
By (Authorized Signature) Ray L. Duey		
Printed Name and Title of Person Signing RAY L. DUEY, OWNER		
Date Executed JULY 7 th , 2016	Executed in the County of SAN JOAQUIN	

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 – 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
 STD. 210 (Revised 8/2003)

R *ay* A *th* F *(PUC)*

CONTRACT NUMBER SA-170-16FT	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
 Attn: Accounts Payable

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. RLM PROVISIONS LLC
---	--

2. The agreement term is from 07/15/16 through 08/14/16

3. The maximum amount payable is \$ 2,475.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,475.00

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 – Canning and Preserving Demonstrations at the 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

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 RLM PROVISIONS LLC			
BY (Authorized Signature) <i>Michele Richards</i>		BY (Authorized Signature) <i>Ernest Miller</i>		DATE SIGNED <u>7/11/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Ernest Miller, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 240 N. Poplar Avenue, Montebello, CA 90640 (662) 365-4979; ernest.miller@gmail.com			
FUND TITLE Operating	ITEM 5780-80	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 <i>ca</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide canning and preserving demonstrations in Exhibit Promenade during open hours of the 2016 OC Fair on the following specified dates: July 16, 17, 23, 24, 30, and 31, and August 6, 7, 13 and 14.
- CH/B*
MAX B. To provide up to four (4) twenty to thirty (20-30)-minute demonstrations each day for OC Fair patrons. Demonstrations shall take place ~~Wednesday~~ ~~Sunday~~ ~~between 12:30 p.m. - 8:30 p.m.~~
WEDNESDAY *SATURDAY AND*
- C. To assist with Master of Ceremony (MC) duties for Culinary Special Contests taking place on the OC Promenade Stage on Saturdays and Sundays.
- D. To provide tools and supplies necessary for demonstrations and display.
- CH/B*
MAX E. ~~To secure Temporary Food Facility (TFF) permit from the Orange County Health Department and post it in a visible location in allocated space in Exhibit Promenade.~~
- F. To provide staff to conduct demonstrations and answer questions from patrons during demonstration hours.
- G. 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.
- H. To remove the display on Monday, August 15, between the hours of 10:00 a.m. and 4:00 p.m.
- I. 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 (1) space no less than 8' x 8' for demonstration, exhibit and retail purposes in the Exhibit Promenade. Final space size to be determined by the District.
- B. To provide storage, refrigerator, sink, work tables and display props, as necessary.
- C. To allow Contractor to sell preserved food products. All items must be pre-approved by the District.
- D. To provide signage with Contractor's name and contact information.
- E. To provide admission credentials and parking passes, as necessary.
- F. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS (\$2,475.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be made Net 10 and sent via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-80

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and may be sent via email to AP@ocfair.com or mailed/delivered 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.



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:

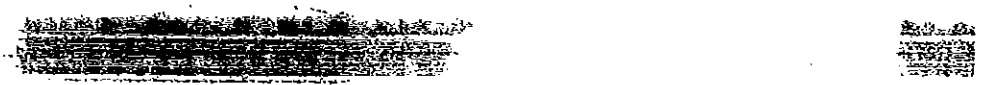




EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- 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.

Contractor/Bidder Firm Name (Printed) RLM PROVISIONS LLC		Federal ID Number [REDACTED]
By (Authorized Signature) [Signature]		
Printed Name and Title of Person Signing ERNEST MILLER, CEO		
Date Executed 7/11/16	Executed in the County of LOS ANGELES	

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 – 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
 STD. 210 (Revised 6/2003)

R. W. A. F. (with initials)

CONTRACT NUMBER SA-171-16FT	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
Attn: Accounts Payable

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. SHAILE SOCHER
---	---

2. The agreement term is from 07/15/16 through 08/15/16

3. The maximum amount payable is \$ 5,554.08 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 5,554.08

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 – **Sugar Sculpture Demonstrations 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 SHAILE SOCHER			
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 8-12-16	BY (Authorized Signature) <i>SS</i>	DATE SIGNED 8-11-16		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Shaile Socher			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 18541 Olympian Court, Canyon Country, CA 91351 (714) 334-8931; sugarflowersbyshaile@gmail.com			
FUND TITLE Operating	ITEM 5780-80	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 daily, hands-on sugar arts and sculpture demonstrations for patrons and display on the following dates: July 15 - August 14 (21 days total)(not available on August 3 & 4) for the 2016 OC Fair.
- B. Demonstrations shall take place Wednesday through Sunday (excluding August 3 & 4) from 12:00 p.m. to 8:00 p.m. in the Culinary Exhibit located in the OC Promenade.
- C. To coordinate setup, teardown, transfer and removal of demonstration equipment with District staff.
- D. To provide tools and supplies for sugar sculptures and floral pieces for demonstrations and display.
- E. To provide necessary staff to conduct demonstrations and answer questions from patrons during demonstration hours.
- 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 one (1) space no less than 8' x 8' for demonstration and exhibit purposes in the Garden & Floral Exhibit area (Building 15) and Exhibit Promenade. Final space size to be determined by the District.
- B. To provide signage with Contractor's name and contact information.
- C. To provide admission credentials and parking passes, as necessary.
- D. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- E. To pay Contractor a total sum not to exceed FIVE THOUSAND FIVE HUNDRED FIFTY FOUR DOLLARS AND EIGHT CENTS (\$5,554.08) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be split between two (2) invoices according to the schedule provided in Exhibit B.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-80 - \$5,554.08

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of services herein required according to the following schedule:

1. Invoice #1:
Contractor will provide invoice for first thirteen (13) days worked at the daily rate of TWO HUNDRED SIXTY FOUR DOLLARS AND FORTY EIGHT CENTS (\$264.48) per day, for a total of THREE THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS AND TWENTY FOUR CENTS (\$3,438.24), to be submitted on Sunday, July 31, 2016. Payment will be Net 10 upon submission of invoice.
2. Invoice #2:
Contractor will provide invoice for last eight (8) days worked at the daily rate of TWO HUNDRED SIXTY FOUR DOLLARS AND FORTY EIGHT CENTS (\$264.48) per day, for a total of TWO THOUSAND ONE HUNDRED FIFTEEN DOLLARS AND EIGHTY FOUR CENTS (\$2,115.84), to be submitted on Sunday, August 14, 2016. Payment will be Net 10 upon submission of invoice.

All Invoices are to be itemized and contain the District's Purchase Order (PO) number. 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.



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.

Contractor/Bidder Firm Name (Printed) SHAILE SOCHER		Federal ID Number
By (Authorized) Signature <i>Shaile Socher</i>		
Printed Name and Title of Person Signing SHAILE SOCHER		
Date Executed 8-11-16	Executed in the County of ORANGE	

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 – 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)

R. My... *F. A. D.*

CONTRACT NUMBER SA-172-16CF	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. CALIFORNIA RARE FRUIT GROWERS, INC.
---	---

2. The agreement term is from 07/11/16 through 08/19/16

3. The maximum amount payable is \$ 630.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 630.00 (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 – Educational Rare and Tropical Fruit Exhibit at Centennial Farm for 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* 610 GIA* _____ *If not attached, view at www.ois.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) See Section 6 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.) CALIFORNIA RARE FRUIT GROWERS, INC.	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 8-17-16	BY (Authorized Signature) <i>Elke Kuhl</i>	DATE SIGNED 7/12/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Elke Kuhl, President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 18832 Ridgewood Lane, Villa Park, CA 92861 (714) 478-0690	
FUND TITLE Centennial Farm	ITEM 6100-42	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 an informative exhibit to educate the public about rare and tropical fruits from July 15 – August 14 at Centennial Farm for the 2016 OC Fair.
- B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- C. To set up the demonstration area between Monday, July 11, and Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup shall be completed by 6:00 p.m. on Wednesday, July 13, 2016.
- D. To remove the exhibit and all display materials on Monday, August 15, 2016, between the hours of 10:00 a.m. and 6:00 p.m.
- E. To supply decorations, signage and educational materials for the exhibit and provide all necessary cleaning after each session.
- F. To provide to the District by Tuesday, July 5, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- G. To provide proof of insurance.
- H. 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.
- I. 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 an exhibit space in the Rare Fruit Growers Gazebo.
- B. To provide necessary admission credentials and parking passes to Contractor.
- C. To pay Contractor a total sum not to exceed SIX HUNDRED THIRTY DOLLARS (\$630.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-42

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and 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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
ORANGE COUNTY CHAPTER CALIFORNIA RARE FRUIT GROWERS, INC.		[REDACTED]
By (Authorized Signature)		
<i>Elke Kuhl</i>		
Printed Name and Title of Person Signing		
ELKE KUHLE		CHAPTER CHAIR
Date Executed	Executed In the County of	
7/12/10	ORANGE	

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.dlr.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 any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddle 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 8/2003)

R W A F AW

CONTRACT NUMBER SA-175-16CF	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. ENRECOS
---	---

2. The agreement term is from 07/11/16 through 08/15/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 - (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 – Vermicomposting Exhibit in Centennial Farm for 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* 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.) ENRECOS	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED <u>7-13-16</u>	BY (Authorized Signature) <i>Alan Piercy</i>	DATE SIGNED <u>7/7/16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Alan Piercy, President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS P.O. Box 3021, Huntington Beach, CA 92605 (714) 647-1275	

FUND TITLE	ITEM	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 <i>[Signature]</i>	DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide an educational vermicomposting exhibit in Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. To set up the exhibit from Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. – 6:00 p.m. Setup must be completed by 6:00 p.m. on Wednesday, July 13, 2016.
- C. To remove the exhibit and all display materials on Monday, August 15, 2016, between the hours of 10:00 a.m. and 6:00 p.m.
- D. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during all hours of operation, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- E. To supply vermicomposting supplies and educational materials for the exhibit and provide all necessary cleaning after each session.
- F. To supply decorations, signage, and plants.
- G. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- H. To provide proof of Insurance.
- I. 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.
- J. 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 exhibit space in Centennial Farm. Final size and location to be determined by the District.
- B. To provide necessary admission credentials and parking passes to the Contractor.
- C. To allow Contractor to sell vermicomposting-related items such as worms, worm bins, and soil amendments (worm casting, worm tea). All items must be pre-approved by the District.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not applicable.

PAYMENT PROVISIONS:

Not applicable.

-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.

Contractor/Bidder Firm Name (Printed) ENRECOS		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing Alan Piercy / President		
Date Executed 7/7/16	Executed in the County of Orange	

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 -- 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)

R. J. ... F. ...

CONTRACT NUMBER SA-176-18CF	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
 OCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 OVBE % 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. HEIFER INTERNATIONAL
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2. The agreement term is from 07/05/16 through 08/15/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 - (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 – Heifer Project Exhibit 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* 610 GIA* _____ *If not attached, view at www.ols.tdgs.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.) HEIFER INTERNATIONAL		
BY (Authorized Signature) <i>Kathy Kramer</i>	DATE SIGNED 7-15-16	BY (Authorized Signature) <i>Holly Derhelm</i>	DATE SIGNED 7/7/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Holly Derhelm, Director of Philanthropy, Western Region		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 5500 Bolsa Avenue, Suite 245, Huntington Beach, CA 92649 (714) 891-6500		

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 *Holly Derhelm* DATE SIGNED **7/7/16**



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To exhibit, distribute and promote educational information and materials showing the importance of the Heifer Project in advancing the cause of ending world hunger in the Millennium Barn at Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. To set up the demonstration area beginning Tuesday, July 5, through Wednesday, July 13, between the hours of 10:00 a.m. and 4:00 p.m. Setup must be completed by 6:00 p.m. on Wednesday, July 13, 2016.
- C. To remove the exhibit and all display materials on Monday, August 15, between the hours of 8:00 a.m. and 3:00 p.m.
- D. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during all hours of operation, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- E. To supply signage, educational material, decorations and plants for the exhibit, and provide all necessary cleaning after each session.
- F. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- G. To provide proof of insurance.
- H. 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.
- I. 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 an exhibit space in the Millennium Barn at Centennial Farm. Final size and location to be determined by the District.
- B. To provide table(s) and chair(s) for the exhibit, as determined necessary by the District.
- C. To provide necessary admission credentials and parking passes to the Contractor.

-End Exhibit A-



EXHIBIT B - BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not applicable.

PAYMENT PROVISIONS:

Not applicable.

-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 4562.



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.

Contractor/Bidder Firm Name (Printed) Heifer International		Federal ID Number [REDACTED]
By (Authorized Signature) [Signature]		
Printed Name and Title of Person Signing Holly Derheim		
Date Executed 7/7/16	Executed in the County of Orange	

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 8072 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.dlr.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 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 Fair/Time 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, Fair/Time 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)
STO. 204 (Rev. 11/2011)

CONTRACT NUMBER SA-177-10CP	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

STO. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GPE
 Lab reason _____
 Public Works Contractor's License _____
 Exempt from Bidding _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereinafter called the District.

32nd DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereinafter called the Contractor.

MR. FERTILIZER

2. The agreement term is from 07/11/16 through 07/18/16

3. The maximum amount payable is \$ _____ pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (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 - Educational Garden Exhibit at Centennial Farm for 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.)
 GIC* 010 GIA* _____ *If not attached, view at www.dfs.dgs.ca.gov/StandardLanguage.

Other Exhibits (List) See Section 5 above.

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

AGENCY NAME STATE OF CALIFORNIA		CONTRACTOR	
32 nd DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MR. FERTILIZER	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-13-16	BY (Authorized Signature) <i>Don Knipp</i>	DATE SIGNED 7/13/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CPE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Don Knipp, President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 247 23 rd Street, Costa Mesa, CA 92627 (949) 448-2678	
FUND TITLE	ITEM	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 za	
		DATE SIGNED	



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide an educational exhibit to inform the public about garden supplies and products in Centennial Farm from July 16 – July 17 for the 2016 OC Fair.
- B. To set up the demonstration area beginning Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup must be completed by 6:00 p.m. on Wednesday, July 13, 2016.
- C. To completely remove the exhibit and all display materials on Monday, July 18, between the hours of 8:00 a.m. and 3:00 p.m.
- D. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during all hours of operation, including Friday, from 12:00 p.m. – 10:00 p.m., and Saturday – Sunday, from 10:00 a.m. – 10:00 p.m.
- E. To supply signage, educational material, decorations and plants for the exhibit, and provide all necessary cleaning after each session.
- F. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- G. To provide proof of insurance.
- H. 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.
- I. 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 exhibit space at Centennial Farm. Final size and location to be determined by the District.
- B. To provide table(s) and chair(s) for the exhibit, as determined necessary by the District.
- C. To provide necessary admission credentials and parking passes to the Contractor.

-End Exhibit A-



EXHIBIT B - BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not applicable.

PAYMENT PROVISIONS:

Not applicable.

-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).)

SA-177-18CF
MR. FERTILIZER
PAGE 7 of 13



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.

Contractor/Bidder Firm Name (Printed) "MR. FERTILIZER"		Federal ID Number
By (Authorized Signature) <i>Don Knipp</i>		
Printed Name and Title of Person Signing DON KNIPP		
Date Executed 7/8/16	Executed in the County of ORANGE	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements, (Gov. Code §12900 (a-f) and CCR, Title 2, Section 8109) (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 §10290) (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 – 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 Middle 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
 SFD 213 (Revised 6/2003)

CONTRACT NUMBER SA-178-16CF AM NO FEDERAL TAXPAYER ID NUMBER
 REGISTRATION NUMBER

R. W. A. F. (with handwritten initials)

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
 Attn: Accounts Payable

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 GPE
 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: ORANGE COUNTY BEEKEEPERS ASSOCIATION

2. The agreement term is from 07/11/16 **through** 08/15/16

3. The maximum amount payable is \$ - 0 - **pursuant to the following charges:**

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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 - Beekeeping Display 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/StandardLanguage
 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			
<u>32nd DISTRICT AGRICULTURAL ASSOCIATION</u>		<u>ORANGE COUNTY BEEKEEPERS ASSOCIATION</u>			
BY (Authorized Signature)		BY (Authorized Signature)		DATE SIGNED	
				<u>7/25/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
<u>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</u>		<u>Christine Ferrian, Representative</u>			
ADDRESS		ADDRESS			
<u>88 Fair Drive, Costa Mesa, CA 92626</u>		<u>2816 East Collins Avenue, Orange, CA 92867</u>			
		<u>(714) 272-4553</u>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
SIGNATURE OF ACCOUNTING OFFICER				DATE SIGNED	

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



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide an informative beekeeping exhibit to educate the public at Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- C. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- D. 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.
- E. To set up the demonstration area beginning Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup shall be completed by 6:00 p.m., Wednesday, July 13, 2016.
- F. To supply educational materials for the exhibit and provide all necessary cleaning after each session.
- G. To provide "Honey Stix" and beeswax candles for purchase, as available. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.
- H. To remove the exhibit and all display materials on Monday, August 15, 2016, between the hours of 10:00 a.m. and 6:00 p.m.
- I. 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 (1) exhibit space at the Centennial Farm. Final size and location to be determined by the District.
- B. To provide table(s) and chair(s), as necessary.
- C. To allow Contractor to sell beekeeping and honey-related items. All items must be pre-approved by the District.
- D. To provide parking passes, as necessary.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-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.

Contractor/Bidder Firm Name (Printed) <i>ORANGE COUNTY BEEKEEPERS ASSOCIATION</i>		Endoral ID Number [REDACTED]
By (Authorized Signature) <i>Christine Ferran</i>		
Printed Name and Title of Person Signing <i>CHRISTINE FERRAN, PRESIDENT</i>		
Date Executed <i>7/25/16</i>	Executed in the County of <i>ORANGE</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 – 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
 STD 212 (Rev 4/98 & 7/03)

CONTRACT NUMBER SA-179-16CF	AM NO	FEDERAL TAXPAYER ID NUMBER R <u>ay</u> A <u>11</u> F <u>1110</u>
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
 Attn: Accounts Payable

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 _____

- 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 OCLOCALHONEY.COM
- The agreement term is from 07/11/16 through 08/15/16
- The maximum amount payable is \$ 0.00 pursuant to the following charges
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 0.00
- Payment Terms (Note: All payments are in arrears) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____
- 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 - **Beekeeping and Honey Display 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'SP 810 GIA _____ *If not attached, view at www.dls.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 OCLOCALHONEY.COM	BY (Authorized Signature) <i>Michelle Richards</i>	DATE SIGNED 8-11-16
BY (Authorized Signature) <i>Michelle Richards</i>	BY (Authorized Signature) <i>Christine Ferran</i>	DATE SIGNED 7/25/16	DATE SIGNED 7/25/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michelle Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING CHRISTINE FERRAN Amy Cripps, Representative	ADDRESS 3051 Hayes Avenue, Costa Mesa, CA 92626 (049) 922-6986	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626			

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
SIGNATURE OF ACCOUNTING OFFICER					DATE SIGNED
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above					



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide an informative honey, honey collection, and beekeeping exhibit to educate the public as part of the "Honey Show Display" at Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays – Fridays, from 12:00 p.m. – 8:00 p.m., and Saturdays and Sundays, from 10:00 a.m. – 8:00 p.m.
- C. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- D. 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.
- E. To set up the demonstration area beginning Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup shall be completed by 6:00 p.m., Wednesday, July 13, 2016.
- F. To provide a photo opportunity with the "Queen Bee" each Thursday of the 2016 OC Fair between the hours of 12:00 p.m. – 4:00 p.m. Contractor is not responsible for providing photography equipment or printing of photos.
- G. To supply educational materials for the exhibit and provide all necessary cleaning after each session.
- H. To provide honey for tasting and jars of honey for purchase, as available. To obtain all appropriate permits from the Orange County Health Care Agency to ensure the exhibit is at all times operating within the parameters set by this Agency.
- I. To remove the exhibit and all display materials on Monday, August 15, 2016, between the hours of 10:00 a.m. and 4:00 p.m.
- J. 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 (1) approximately 10' x 20' exhibit space at the Centennial Farm. Final size and location to be determined by the District.
- B. To provide two (2) eight (8)-foot table(s) for honey tasting and chair(s), as necessary.
- C. To provide one (1) portable hand-washing station, as necessary.
- D. To allow Contractor to sell honey-related items, including jars of honey. All items must be pre-approved by the District.
- E. To provide admission credentials and parking passes, as necessary.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-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.

Contractor/Bidder Firm Name (Printed) OC LOCAL HONEY.COM		Federal ID Number [REDACTED]
By (Authorized Signature) Christine Ferrian		
Printed Name and Title of Person Signing CHRISTINE FERRIAN, PARTNER		
Date Executed 7/25/16	Executed in the County of ORANGE	

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 – 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
 STD. 210 (Revised 6/2003)

R ay A AD F AD

CONTRACT NUMBER SA-180-16CF	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
Attn: Accounts Payable

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. SOUTH COAST WEAVERS AND SPINNERS
---	--

2. The agreement term is from 07/25/16 through 08/01/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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 – Weaving and Spinning Exhibit for 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 SOUTH COAST WEAVERS AND SPINNERS	
BY (Authorized Signature) <u>Kathy Kramer</u>	DATE SIGNED	BY (Authorized Signature) <u>Sarah Jackson</u>	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Sarah Jackson, President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 13382 Shepard Way, Santa Ana, CA 92705 (714) 323-7057	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 <u>[Signature]</u>	DATE SIGNED
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EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide a weaving and spinning exhibit at Centennial Farm from July 27 – July 31 at Centennial Farm for the 2016 OC Fair.
- B. To set up the demonstration area Monday, July 25, and Tuesday, July 26, between the hours of 7:00 a.m. and 6:00 p.m. Setup must be completed by 6:00 p.m. on Tuesday, July 26, 2016.
- C. To completely remove the exhibit and all display materials on Monday, August 1, between the hours of 8:00 a.m. and 3:00 p.m.
- D. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during all hours of operation, including Wednesday – Thursday, from 12:00 p.m. – 4:00 p.m., Friday from 12:00 p.m. to 8:00 p.m., and Saturday – Sunday, from 10:00 a.m. – 8:00 p.m.
- E. To supply signage, educational material and decorations for the exhibit, and provide all necessary cleaning after each session.
- F. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- G. 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.
- H. 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 (1) exhibit space at the Centennial Farm. Final size and location to be determined by the District.
- B. To provide table(s) and chair(s), as necessary.
- C. To allow Contractor to sell handmade, woven-related items created by Contractor members. All items must be pre-approved by the District.
- D. To provide credentials and parking passes, as necessary.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-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 – 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
 STD. 210 (Revised 6/2003)

R. W. A. F. (with handwritten initials)

CONTRACT NUMBER SA-101-16CF	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
 Attn: Accounts Payable

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. THE PLANT STAND
---	---

2. The agreement term is from 07/11/16 through 08/15/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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 – Gardening Display 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 6 above.

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

STATE OF CALIFORNIA		CONTRACTOR			
32 ND DISTRICT AGRICULTURAL ASSOCIATION		THE PLANT STAND			
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-11-16	BY (Authorized Signature) <i>Kelly Dougherty</i>	DATE SIGNED 7/11/16		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Kelly Dougherty, General Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2072 Century Place, Unit A, Costa Mesa, CA 92626 (714) 966-0797			
FUND TITLE	ITEM	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 an informative gardening demonstration exhibit to educate the public at Centennial Farm from July 16 – August 14 for the 2016 OC Fair.
- B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- C. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- D. 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.
- E. To set up the demonstration area beginning Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup shall be completed by 6:00 p.m., Wednesday, July 13, 2016.
- F. To provide all necessary cleaning after each session.
- G. To provide District-approved promotional materials for patrons, as available.
- H. To provide gardening items for purchase, as available. Contractor must receive approval from the District for all retail items.
- I. To remove the exhibit and all display materials on Monday, August 15, 2016, between the hours of 10:00 a.m. and 6:00 p.m.
- J. 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 (1) approximately 20' x 20' exhibit space at the Centennial Farm. Final size and location to be determined by the District.
- B. To provide table(s) and chair(s), as necessary.
- C. To provide signage with Contractor's name and contact information.
- D. To allow Contractor to sell gardening-related items without any commission owed to the District. All items must be pre-approved by the District.
- E. To provide credentials and parking passes, as necessary.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

Not Applicable.

PAYMENT PROVISIONS:

Not Applicable.

-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.

Contractor/Bidder Firm Name (Printed) <i>The Plant Stand</i>		Federal ID Number [REDACTED]
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Kelly Dougherty General Manager</i>		
Date Executed <i>7/7/16</i>	Executed in the County of	

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.)

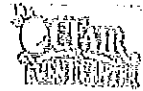


EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.dlr.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 Kiddle 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 Walvers

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 02/03)

R. A. F. W.

CONTRACT NUMBER SA-182-16CF	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. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA C/O UCCE ORANGE COUNTY MASTER GARDENERS
---	---

2. The agreement term is from 07/11/16 through 08/15/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 - (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 – Educational Gardening and Plant Exhibit at Centennial Farm for 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* 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.) THE REGENTS OF THE UNIVERSITY OF CALIFORNIA C/O UCCE ORANGE COUNTY MASTER GARDENERS	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-15-16	BY (Authorized Signature) <i>Dr. Darren Haver</i>	DATE SIGNED 7-14-16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Darren Haver, Director	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 7601 Irvine Boulevard, Irvine, CA 92618 (949) 853-1810	
FUND TITLE	ITEM	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 an exhibit to educate the public about gardening techniques and general plant information at Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. To provide fully-staffed demonstrations, educational talks and public interaction at the exhibit during operational hours, including Wednesdays – Fridays, from 12:00 p.m. – 10:15 p.m., and Saturdays and Sundays, from 10:00 a.m. – 10:15 p.m.
- C. To set up the demonstration area beginning Monday, July 11, through Wednesday, July 13, between the hours of 7:00 a.m. and 6:00 p.m. Setup shall be completed by 6:00 p.m., Wednesday, July 13, 2016.
- D. To remove the exhibit and all display materials on Monday, August 16, 2016, between the hours of 10:00 a.m. and 6:00 p.m.
- E. To supply plants, signage and educational materials for the exhibit and provide all necessary cleaning after each session.
- F. To provide to the District by Monday, June 27, 2016, Contractor's exhibit staffing schedule, including names, dates and time slots.
- G. To provide proof of insurance.
- H. 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.
- I. 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 a complimentary exhibit space in the Millennium Barn at Centennial Farm. Final size and location to be determined by the District.
- B. To provide necessary admission credentials and parking passes to Contractor.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

N/A

PAYMENT PROVISIONS:

N/A

-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:**
State of California, Department of Food and Agriculture, Division of Fairs and Expositions shall defend; indemnify; and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, Department of Food and Agriculture, Division of Fairs and Expositions; its officers; employees; or agents.

University shall defend, indemnify and hold the State of California, Department of Food and Agriculture, Division of Fairs and Expositions; its officers; employees; and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, 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 16760 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 6 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.

Contractor/Bidder Firm Name (Printed) University of California Orange Cooperative Extension - County		Federal ID Number [REDACTED]
By (Authorized Signature) Darren R. Haver		
Printed Name and Title of Person Signing Darren L. Haver, County Director		
Date Executed 7-14-16	Executed in the County of Orange	

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.)

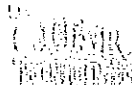


EXHIBIT D - SPECIAL TERMS AND CONDITIONS (CONT.)

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 – 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-

CONTRACT NUMBER SA-183-16FT	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
Attn: Accounts Payable

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	RONALD P. CANZANO

2. The agreement term is from 07/15/16 through 08/14/16

3. The maximum amount payable is \$ 4,999.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 4,999.00

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 – **Photography Services for 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

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 and Insurance Requirements 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			
32ND DISTRICT AGRICULTURAL ASSOCIATION		RONALD P. CANZANO			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, VP, Business Development		Ronald P. Canzano			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		714 W. Angus Avenue, Unit F, Orange, CA 92868 (626) 201-7942 ronny@ronny-c-photography.com			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5430-18				
<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			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide still photography services for events and exhibits, as assigned by the District's Communications Department, from July 15 – August 14 for the duration of the 23-day 2016 OC Fair.
- B. To be available nightly during the 2016 OC Fair to shoot all concerts in the Pacific Amphitheatre. Contractor may assign a delegate as needed.
- C. To be available to work early mornings and evenings as well as weekends and weekdays, as directed by the Communications Department.
- D. To be available on an on-call basis and arrive at the OC Fair & Event Center within thirty (30) minutes of request.
- E. To provide best-of collection of digital, high-resolution images of each event and exhibit assigned by the Communications Department.
- F. To provide useable, quality images to the Communications Department on CD/DVD or other digital medium within one (1) week of assignment.
- G. To provide services at a rate of seventy-five dollars (\$75.00) per hour for up to sixty-six point six (66.6) hours or four thousand nine hundred ninety nine dollars (\$4,999.00).
- H. 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.
- I. 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 necessary admission credentials and parking passes to Contractor when on assignment.
- B. To pay 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 invoice. Payment shall be Net 30 and delivered via the US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5430-18

PAYMENT PROVISIONS:

Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the event name for which services were rendered as well as employee names (if any), shift start and end time, and hours worked.

All invoicing must include the District's Purchase Order (PO) number 46389. 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.



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. A. F.

AGREEMENT NUMBER SA-184-16FT
REGISTRATION NUMBER

- 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
HERTZ EQUIPMENT RENTAL
- The term of this Agreement is: **06/10/16** through **08/31/16** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$59,042.93**
- 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 rental heavy equipment for the 2016 OC Fair. Delivery and pick-up fees are included in the price. See Page 2 for additional Scope of Work and detailed list of equipment. Price also includes tax and environmental fees. | Pages 1 – 3 |
| Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) | Page 4 |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) | Pages 5 – 7 |
| 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 8 – 11 |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) | Pages 12 – 14 |
| Exhibit F – Heavy Equipment Schedule (Attached hereto as part of this agreement) | Page 15-17 |

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.) HERTZ EQUIPMENT RENTAL		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/22/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Justin Drizos, Region Sales Manager		
ADDRESS 16300 Gothard Street, Huntington Beach, CA 92647 (714) 842-7765		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/5/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide heavy equipment rental as described herein in exhibit F to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from June 10 – August 31 for the 2016 OC Fair. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- B. To deliver and pick-up heavy equipment according to the prices, quantities, equipment specifications, department locations, and delivery/pick-up dates and times, as outlined in the "Heavy Equipment Schedule" provided herein as Exhibit F.
- C. Equipment shall be in good condition, free of sharp edges, leaks, tears and/or excessive dings or scratches.
- D. The equipment shall be referred to and billed separately using the Department Location as each piece of equipment's name.
- E. Contractor is to service equipment prior to delivery to the District, including, but not limited to, checking and filling oil, water, fuel and battery levels, as applicable, according to manufacturer-recommended capacity and performing similar actions to ensure all equipment arrives clean and in proper working condition.
- F. All equipment shall be inspected by a District representative upon delivery and pick-up. No wait fees will be charged by Contractor during receiving inspection.
- G. Equipment shall be delivered to the Maintenance Yard unless otherwise directed by the District.
- H. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays, unless otherwise directed by the District. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. Contractor will be charged a twenty dollar (\$20.00) fee per day for each piece of equipment not removed from the premises on the specified pick-up date, unless mutually agreed upon in writing by both Contractor and the District.
- I. Contractor is responsible for conducting all preventative maintenance during the rental period, and is included in the rental rates provided by Contractor in the attached Exhibit F.
- J. All preventative maintenance shall be scheduled between the hours of 7:00 a.m. to 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays, except during the 2016 OC Fair.
- K. All preventative maintenance during the 2016 OC Fair, which takes place July 15 through August 14, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
- L. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the services/items, including, but not limited to, replacing batteries, spark plugs, fluids, and oil changes.
- M. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
- N. Repairs may take place any time during the following hours:
 - 1. June 10 – August 31, Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
 - 2. June 10 – August 31: Saturday through Sunday between the hours of 7:00 a.m. and 3:00 p.m.
 - 3. June 10 – August 31: Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
 - a. If equipment cannot be repaired within the requested time frame, a replacement unit must be provided at no additional rental, freight or other cost to the District.
 - b. Service person/delivery driver shall check in with the District's Maintenance Department prior to beginning any services, repairs, or deliveries/pick-ups.
- O. 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.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

- A. Equipment deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays, pick-up time shall be Monday through Friday, from 7:00 a.m. – 3:00 p.m., on the dates specified in Exhibit F.
- B. If repair or replacement of Contractor's rented equipment is necessary due to the District's abuse, misuse, or neglect, the District will be responsible for the cost of such repair or replacement as mutually agreed upon by Contractor and the District. The District will not be responsible for separate payment of preventative maintenance services, or normal use and wear, which are included in the Contractor's pricing provided in the attached Exhibit F.
- C. To pay Contractor a total amount not to exceed FIFTY NINE THOUSAND FORTY TWO DOLLARS AND 93/100 (\$59,042.93) based upon the unit price of each item as shown in the Contractor's Price Quotations received June 7, 2016. Payment will be made Net 30 following the satisfactory completion of services rendered and receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number; and
4. Itemization of costs with equipment referred to and billed separately using the Department Location as each piece of equipment's name, specifications, rate, and dates of delivery/pick-up for each piece of equipment ordered.

Invoice 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.

Contractor/Bidder Firm Name (Printed) HERTZ RENTAL		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing JUSTIN DRIZOS		
Date Executed 6/22/16	Executed in the County of ORANGE	

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-



EXHIBIT F – HEAVY EQUIPMENT SCHEDULE

All deliveries and pick-ups shall take place on the dates and between the hours stated with each piece of equipment. The schedule below is used to determine the "not to exceed" amount of the contract and is not a guarantee of services.

Quantity	Item Description	Location	Delivery	Pick-Up
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Livestock	6/10/2016	8/19/2016
1	24-26' Electric Scissor Lift 30-36" Wide	Exhibit - Centennial Farm	6/10/2016	8/18/2016
2	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Event Operations	6/10/2016	8/31/2016
1	60' Boom Lift	Facilities	6/13/2016	8/19/2016
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Centennial Farm - Silo Building	6/13/2016	8/19/2016
1	65' Manlift	Technology	6/15/2016	7/18/2016
2	26' Scissor Lift	Exhibit Promenade	6/17/2016	7/15/2016
1	30' Boom Lift	Exhibit Promenade	6/17/2016	7/15/2016
1	26' Scissor Lift w/ extending platform	Anaheim Bldg. (#16) - Home Arts	6/20/2016	7/20/2016
1	40' Boom Lift	Technology & Production	6/20/2016	8/17/2016
1	Pallet Jack - long forks (60" okay or standard long)	Home Arts - Anaheim Bldg. (#16)	6/21/2016	8/18/2016
1	15' Electric Scissor Lift (6' width)	Los Alamitos Bldg. (#14) - Visual Arts	6/21/2016	7/15/2016
1	Single Person Scissor Lift	Los Alamitos Bldg. (#14) - Visual Arts	6/21/2016	8/19/2016
1	40' Boom Lift	Technology & Production	6/22/2016	7/18/2016
1	5000 lb. Forklift - 6' Forks & Possible Extensions (raise 15') - Large Roll Cage	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	65' Boom Lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	60' Electric Scissor Lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	32' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	32' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	53' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	14,000 lb. Forklift -16', 8' Permanent Forks - Large Roll Cage	Facilities	6/27/2016	8/19/2016
3	5000 lb. Forklift - 16' 6' Forks - Large Roll Cage	Facilities	6/27/2016	8/19/2016
1	30' scissors lift	Explorium - Tent	6/27/2016	7/19/2016
1	5000 lb. Forklift - 14', 4' Permanent Forks - Large Roll Cage - Gas & Propane Option -Headlights	Parking	6/27/2016	8/29/2016
1	5000 lb. Forklift - 14', 6' Permanent Forks - Large Roll Cage - Gas & Propane Option - Headlights	Parking	6/27/2016	8/29/2016



Quantity	Item Description	Location	Delivery	Pickup
1	60' Boom Lift	Entertainment	7/5/2016	8/19/2016
2	Tractor Skip loaders	Livestock	7/5/2016	8/19/2016
1	Tractor Skip loader (with Gannon teeth)	Action Sports Arena	7/14/2016	8/17/2016
1	Bobcat - 50" wide with smooth bucket	Livestock	7/22/2016	8/19/2016
1	8,000 lb. Forklift - Lull Type - Extended reach forklift with reach up to 40' - Large Roll Cage	Action Sports Arena	7/25/2016	8/1/2016
1	Case 586 Forklift - 4' Forks - Rough Terrain Tire (Specifically required for the needs of the Rodeo. Per Doug S.)	Action Sports Arena	8/1/2016	8/8/2016
1	Caterpillar 950 Wheel Loader	Action Sports Arena	8/8/2016	8/15/2016

Quantity	Item Description	Location	Delivery	Pick-Up
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Livestock	6/10/2016	8/19/2016
1	24-26' Electric Scissor Lift 30-36" Wide	Exhibit - Centennial Farm	6/10/2016	8/18/2016
2	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Event Operations	6/10/2016	8/31/2016
1	60' Boom Lift	Facilities	6/13/2016	8/19/2016
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Centennial Farm - Silo Building	6/13/2016	8/19/2016
1	65' Manlift	Technology	6/15/2016	7/18/2016
2	26' Scissor Lift	Exhibit Promenade	6/17/2016	7/15/2016
1	30' Boom Lift	Exhibit Promenade	6/17/2016	7/15/2016
1	26' Scissor Lift w/ extending platform	Anahelm Bldg. (#16) - Home Arts	6/20/2016	7/20/2016
Quantity	Item Description	Location	Delivery	Pick-Up
1	40' Boom Lift	Technology & Production	6/20/2016	8/17/2016
1	Pallet Jack - long forks (60" okay or standard long)	Home Arts - Anahelm Bldg. (#16)	6/21/2016	8/18/2016
1	15' Electric Scissor Lift (6' width)	Los Alamitos Bldg. (#14) - Visual Arts	6/21/2016	7/15/2016
1	Single Person Scissor Lift	Los Alamitos Bldg. (#14) - Visual Arts	6/21/2016	8/19/2016
1	40' Boom Lift	Technology & Production	6/22/2016	7/18/2016
1	5000 lb. Forklift - 6' Forks & Possible Extensions (raise 15') - Large Roll Cage	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	65' Boom Lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	60' Electric Scissor Lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	32' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	32' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016
1	53' scissor lift	Pacific Amphitheatre - Stage	6/23/2016	8/17/2016

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 HERTZ EQUIPMENT RENTAL
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1	14,000 lb. Forklift - 16', 8' Permanent Forks - Large Roll Cage	Facilities	6/27/2016	8/19/2016
3	5000 lb. Forklift - 16' 6" Forks - Large Roll Cage	Facilities	6/27/2016	8/19/2016
1	30' scissors lift	Explorium - Tent	6/27/2016	7/19/2016
1	5000 lb. Forklift - 14', 4' Permanent Forks - Large Roll Cage - Gas & Propane Option - Headlights	Parking	6/27/2016	8/29/2016
1	5000 lb. Forklift - 14', 6' Permanent Forks - Large Roll Cage - Gas & Propane Option - Headlights	Parking	6/27/2016	8/29/2016
1	60' Boom Lift	Entertainment	7/5/2016	8/19/2016
2	Tractor Skip loaders	Livestock	7/5/2016	8/19/2016
1	Tractor Skip loader (with Gannon teeth)	Action Sports Arena	7/14/2016	8/17/2016
1	Bobcat - 50" wide with smooth bucket	Livestock	7/22/2016	8/19/2016
1	8,000 lb. Forklift - Lull Type - Extended reach forklift with reach up to 40' - Large Roll Cage	Action Sports Arena	7/25/2016	8/1/2016
1	Case 586 Forklift - 4' Forks - Rough Terrain Tire (Specifically required for the needs of the Rodeo. Per Doug S.)	Action Sports Arena	8/1/2016	8/8/2016
1	Caterpillar 950 Wheel Loader	Action Sports Arena	8/8/2016	8/15/2016
Quantity	Item Description	Location	Delivery	Pick-Up
1	5000 lb. Forklift - 16', 6' Permanent Forks - Gas & Propane Option - Large Roll Cage	Maintenance Yard	8/15/2016	8/19/2016
1	30' Scissor Lift (updated 8/16/15 per request cam)	Explorium - Tent	8/15/2016	8/19/2016
1	65' Boom Lift	Technology	8/15/2016	8/19/2016
1	40' Boom Lift	Technology & Production	8/15/2016	8/19/2016
2	26' Electric Scissor lift	Visual Arts - Los Alamitos Bldg. (#14)	8/15/2016	8/18/2016

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

R.A.C.F. (RW)

AGREEMENT NUMBER	SA-195-16 FT ₂₄
REGISTRATION NUMBER	


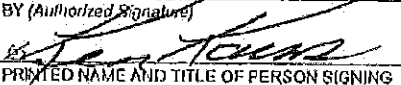
- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
MODULAR SPACE CORPORATION dba MODSPACE
- The term of this Agreement is: **07/05/16** through **08/31/16** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$12,430.49**

- 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 rent five (5) office trailers to the 32 nd District Agricultural Association ("District") for the 2016 OC Fair. Additional Scope of Work continued on page 2.	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 – 9
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 10 – 13
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14 – 16
Exhibit F – Office Trailer Unit Specifications (Attached hereto as part of this agreement)	Pages 17

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.ois.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.) MODULAR SPACE CORPORATION dba MODSPACE		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-17-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Angel Meenan, Contract Analyst		
ADDRESS 11115 Hemlock Avenue, Fontana, CA 92337 (800) 523-7918		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-20-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent to the District five (5) office trailers ("Units") from July 5 – August 31 for the 2016 OC Fair.
2. To provide the rental Units according to the following quantities, delivery and pick-up dates:

<u>Location</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Pick-up Date</u>	<u>Billing Period Begins</u>	<u>Billing Period Ends</u>	<u>Total Billing Period</u>
Hangar Building - Backstage	Two (2)	07/05/16	08/18/31	07/05/16	08/18/16	1.5 Months
Action Sports Arena - A (Through Gate 7)	One (1)	07/11/16	07/18/16	07/11/16	08/18/16	0.25 Months
Action Sports Arena - B (Through Gate 7)	One (1)	07/11/16	08/15/16	07/11/16	08/15/16	1.25 Months
Gate Operations Trailer	One (1)	07/11/16	08/18/16	07/11/16	08/18/16	1.25 Months

3. The rental rate and "one-time fees" submitted in Contractor's quote dated June 10, 2015 and listed in the table below are inclusive of all equipment, step rental, personal property expense, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, installation, rental period, removal and pick-up of five (5) Units.

CONTINUE NEXT PAGE



Monthly Fees						
QTY	Unit	Description	Monthly Term Fee	Per Item Tax	Terms	All Units Rental (Incl. Tax)
2	EA	8X20 Trailer - Hangar	\$ 606.00	\$ 48.48	2	\$ 1,308.96
2	EA	Personal Property Expense	\$ 25.14	\$ 2.01	2	\$ 54.30
2	EA	Step Rental	\$ 20.00	\$ 1.60	2	\$ 43.20
1	EA	8X28 Trailer - ASA: A	\$ 323.00	\$ 25.84	1	\$ 348.84
1	EA	Personal Property Expense	\$ 13.40	\$ 1.07	1	\$ 14.47
2	EA	Step Rental	\$ 20.00	\$ 1.60	1	\$ 21.60
1	EA	8X28 Trailer - ASA: B	\$ 323.00	\$ 25.84	2	\$ 697.68
1	EA	Personal Property Expense	\$ 13.40	\$ 1.07	2	\$ 28.94
2	EA	Step Rental	\$ 20.00	\$ 1.60	2	\$ 43.20
1	EA	12x60 Trailer - Gate Ops	\$ 400.00	\$ 32.00	2	\$ 864.00
1	EA	Personal Property Expense	\$ 16.60	\$ 1.33	2	\$ 35.86
2	EA	Step Rental	\$ 20.00	\$ 1.60	2	\$ 43.20
Total Rental (All Equipment, Full Rental Term):						\$ 3,504.25
Delivery & Installation (One-Time Items)						
QTY	Unit	Description	Fee	Tax	Total One-Time Delivery & Installation Fees	
4	EA	Fuel Charge	\$ 18.00	\$ 1.44	\$ 77.76	
4	EA	Transportation of Building	\$ 341.00	\$ 27.28	\$ 1,473.12	
1	EA	Transportation of Building (12x60)	\$ 431.00	\$ 34.48	\$ 465.48	
1	EA	Fuel Charge (12x60)	\$ 22.00	\$ 1.76	\$ 23.76	
4	EA	Anchor Installation	\$ 420.00	\$ 33.60	\$ 1,814.40	
10	EA	anchor Installation (12x60)	\$ 70.00	\$ 5.60	\$ 756.00	
4	EA	Block and Level (8x28)	\$ 80.00	\$ 6.40	\$ 345.60	
1	EA	Block and Level (12x60)	\$ 125.00	\$ 10.00	\$ 135.00	
4	EA	Install Window Blinds	\$ 100.00	\$ -	\$ 400.00	
9	EA	Install Window Blinds (12x60)	\$ 20.00	\$ -	\$ 180.00	
Total One-Time Delivery/Installation Fees:						\$ 5,671.12
Removal & Return Delivery (One-Time Items)						
QTY	Unit	Description	Fee	Tax	Total One-Time Removal & Return Delivery Fees	
4	EA	Fuel Charge	\$ 18.00	\$ 1.44	\$ 77.76	
4	EA	Transportation of Building	\$ 341.00	\$ 27.28	\$ 1,473.12	
1	EA	Transportation of Building (12x60)	\$ 431.00	\$ 34.48	\$ 465.48	
1	EA	Fuel Charge (12x60)	\$ 22.00	\$ 1.76	\$ 23.76	
4	EA	Remove Anchors	\$ 120.00	\$ 9.60	\$ 518.40	
10	EA	Remove Anchors (12x60)	\$ 20.00	\$ 1.60	\$ 216.00	
4	EA	Unblock (8x28)	\$ 80.00	\$ 6.40	\$ 345.60	
1	EA	Unblock (12x60)	\$ 125.00	\$ 10.00	\$ 135.00	
Total One-Time Removal/Return Delivery Fees:						\$ 3,255.12
Grand Total (Inclusive of all Rental, Fees, Equipment, and Tax):						\$12,430.49



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

4. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. For the purposes of determining the not to exceed Agreement total, the "Grand Total" in Paragraph 3 above, is based on the rental period for all Units and associated equipment. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated at a daily rate for any rental less than thirty (30) days. The monthly billing cycle begins the first day the rental unit is delivered and ends the day the unit is available for removal. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
5. To provide the Units as specified in this Agreement and according to the specifications provided in Contractor's quote dated June 10, 2015.
6. The Units shall occupy various locations within District property, as specified herein. Contractor shall obtain approval from the District prior to the installation of any equipment that differs from the exact requirements below:
 - a. Trailer Unit Dimension: 8' x 20'; HVAC; Stairs/Handrails
 - b. Trailer Unit Dimension: 8' x 20'; HVAC; Stairs/Handrails
 - c. Trailer Unit Dimension: 8' x 28'; Two (2) Rooms; HVAC; Stairs/Handrails
 - d. Trailer Unit Dimension: 8' x 28'; Two (2) Rooms; HVAC; Stairs/Handrails
 - e. Trailer Unit Dimension: 8' x 28'; Three (3) Rooms – One (1) Large Middle Room and One (1) Small Room on Each End; HVAC; Stairs/Handrails; Two (2) Doors, Same Side; Carpet
7. Seismic Ties:
 - a. The utilization of seismic tie-downs is required for each Unit.
 - b. Tie-down stakes shall be wholly removed by Contractor using a method pre-approved by the District. Removal of stakes by employing superficial or surface cutting is not acceptable.
 - c. The District shall be responsible for patching holes resulting from seismic tie removal.
8. Contractor shall be responsible for Unit placement, and installation and removal of all decking, stairs, seismic ties, etc.
9. All deliveries and pick-ups shall take place between the hours 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District.
10. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.
11. Contractor shall provide Units that are in good condition and Units shall be delivered clean and ready to use.
12. Contractor is responsible to ensure all necessary anchors and tie downs are installed in accordance with State approved foundation plans.
13. Units are California State approved commercial coaches.
14. Invoices shall be submitted following removal of each Unit and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper Invoice.
15. The Units shall be referred to and billed separately using the following Unit names:
 - a. Hangar Building – Backstage: Two (2) Units
 - b. Action Sports Arena – A (Through Gate 7): One (1) Unit
 - c. Action Sports Arena – B (Through Gate 7): One (1) Unit
 - d. Gate Operations Trailer: One (1) Unit



CONTRACTOR AGREES (CONT.):

16. Contractor shall bear all responsibility for theft, damage, injury, or death arising during the Contractor's delivery, installation, removal, Contractor's improper maintenance of Unit(s) and/or return delivery of Units unless such theft, damage, injury, or death is the direct result of Districts' negligence or willful misconduct.
17. 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 Contractor access for delivery, installation, and removal of the Units.
2. Except as otherwise stated herein, the District shall assume liability for all risk of loss or damage to the Units while Units are in the District's sole possession.
3. To pay Contractor a total sum not to exceed TWELVE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND FORTY NINE CENTS (\$12,430.49) based upon the rates as shown in the Contractor's proposal dated June 7, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted following the removal of each Unit.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice 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 12158(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.

Contractor/Bidder Firm Name (Printed) <i>Modular Space Corporation</i>		Federal ID Number [REDACTED]
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Sal Crivello Territory Sales Manager</i>		
Date Executed <i>6-17-16</i>	Executed in the County of <i>San Diego</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.

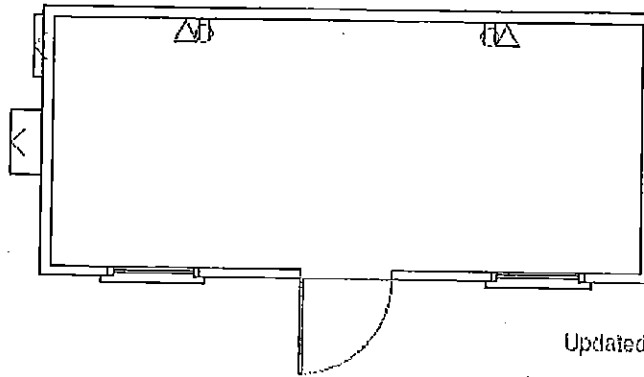
-End Exhibit E-



EXHIBIT F – OFFICE TRAILER UNIT SPECIFICATIONS

Floor Plan

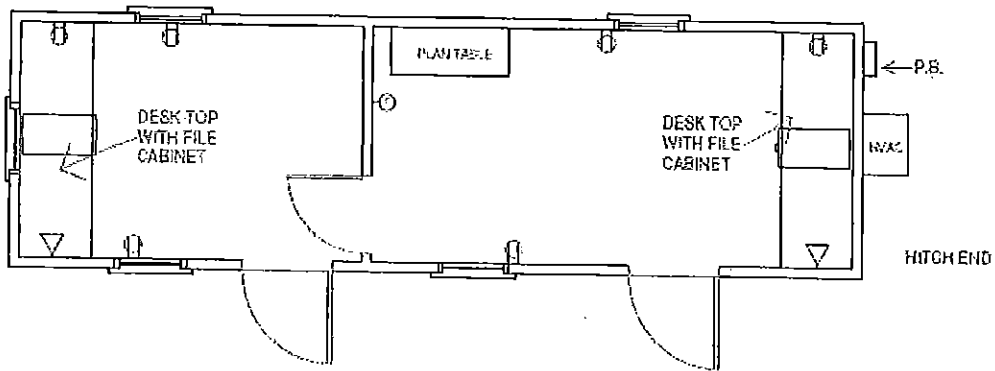
Unit #600779 - Grey (8' x 20' Smart Space)



Updated 03/27/2012

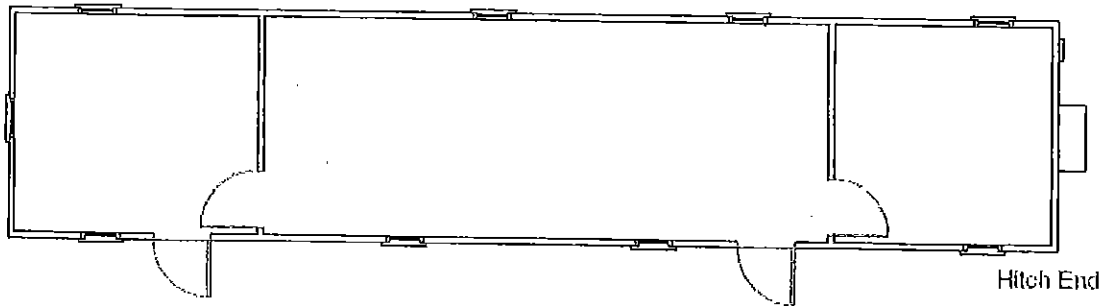
Floor Plan

Unit #639888 Serial #15799 (8' x 28')



Floor Plan

(12' x 60')



-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

R 15 A 1/2 (Handwritten initials)

AGREEMENT NUMBER SA-186-16FT
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 ROYAL RESTROOMS OF CALIFORNIA, INC.

2. The term of this Agreement is: **06/20/2016** through **08/31/16** FED ID: [REDACTED]

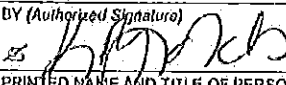
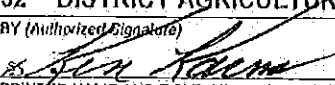
3. The maximum amount of this Agreement is: **\$21,550.00**

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 rent one (1) 8-stall stall shower trailer units and one (1) single-stall ADA compliant shower trailer units to the 32 nd District Agricultural Association ("District") for the 2015 OC Fair. Additional Scope of Work continued on page 2.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
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 10 – 13
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14 – 16
Exhibit F – Shower Trailer Unit Specifications (Attached hereto as part of this agreement)	Pages 17 – 18

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 Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) ROYAL RESTROOMS OF CALIFORNIA, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/17/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Reynolds, President		
ADDRESS Business Address: 5552 La Ribera St., Livermore, CA 94550 Mailing Address: 1452 N. Vasco Rd. #101, Livermore, CA 94551 (877) 922-9980 x6		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6.21.16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent one (1) 8-stall shower trailer units and one (1) single-stall ADA compliant shower trailer units ("Units") to the District from June 20, 2016 – August 31, 2016 for the 2016 OC Fair at the rates as specified in Contractor's quote dated June 6, 2016. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
2. The first delivery of one (1) 8-stall Unit and one (1) single-stall ADA compliant Unit shall take place, June 20, 2016 between the hours of 7:00 a.m. and 3:30 p.m.
3. Pickup of all Units shall take place Wednesday, August 17, 2016 between the hours of 7:00 a.m. and 3:00 p.m.
4. The rental rate and "one-time fees" submitted in Contractor's quote dated June 6, 2016 and listed in the table below are inclusive of all equipment, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, installation, rental period, removal and pick-up of two (2) Units.

5.

QTY	UOM	Description	Monthly Rate Per Unit (30 Day Cycle)	Months	Per Unit Full Rental Period	Tax
1	EACH	ADA Shower Trailer	\$4,050.00	2	\$8,100.00	None
1	EACH	8 Stall Shower Trailer	\$6,450.00	2	\$ 12,900.00	None
1	EACH	One Time Discount	N/A		(200.00)	None
2	EACH	Delivery	One Time	N/A	\$ 100.00	None
2	EACH	Set up, Breakdown and Pick up	One time	N/A	\$700.00	None
2	EACH	Additional Insured Certificate			\$ 150.00	None
Grand Total (All Fees- Full Rental Period):			\$21,550.00			

6. For the purpose of this Agreement "months" are charged on a thirty (30) day billing cycle. Any rental days that do not fall within a "monthly" period shall be prorated. Any proration of less than one month, shall be at the daily and/or weekly rates stated on Contractor's quote.
7. Invoices shall be submitted at the end of each monthly billing cycle and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper invoice.
8. Unit floorplan and appearance shall be identical or nearly identical to photos and specifications presented in Contractor's quote specified herein on attached Exhibit F unless otherwise agreed to by the District.
9. The 8-stall Units shall include the following features:
 - a. Quantity: One (1);
 - b. Dimensions (per Unit): 12'D X 40'W (Inclusive of stairs);
 - c. Hot and cold running water;
 - d. Two (2) propane-fueled hot water heaters with refillable tanks;
 - e. Eight (8) individual showers with dressing room (Four [4] Women's stalls, Four [4] Men's stalls);
 - f. Separate Women's and Men's stall and entrance;
 - g. Two (2) sinks with water saver faucets, vanity with cabinet and mirror;
 - h. Paper towel dispensers and soap dispensers;
 - i. Each compartment is climate controlled and properly vented;
 - j. Fold up platform with steps and grab bars;
 - k. HVAC;
 - l. Interior/Exterior lighting system; and
 - m. Units shall have no toilet compartment.
 - n. Locations: Campground
 - o. Water heater should be propane fueled with tanks that can be filled by District Staff.



- p. Each compartment must be vented and/or ventilated to comply with all regulated State public health requirements.
 - q. Unit shall be in new or near new condition.
 - r. Unit must be set with adjoining stairs with handrails or ramp as applicable. See ADA Unit Specification Options for further detail.
10. Each ADA Unit shall include the following features:
- s. Quantity: One (1);
 - t. Dimensions (per Unit): 18'L (Inclusive of trailer hitch) x 12'D (inclusive of ramp);
 - u. Meets all California State and Federal ADA requirements;
 - v. Hot and cold running water;
 - w. Propane-fueled hot water heater with refillable tank;
 - x. One (1) individual compartment with one (1) shower stall and one (1) sink;
 - y. Paper towel dispenser, soap dispenser and mirror;
 - z. Each compartment is climate controlled and properly vented;
 - aa. ADA accessible ramp with hand rails;
 - bb. HVAC;
 - cc. Interior/Exterior lighting system;
 - dd. Units shall have no toilet compartment.
11. Contractor will supply all initial toilet paper, trash liners and hand towels.
12. Contractor will supply an inventory list of all Contractor's equipment such as electrical cords, water hoses, etc. left on District property in fulfillment of this Agreement.
13. Units shall have readily identifiable, standard stub-outs for plumbing hook-up. District Staff will provide material and labor to connect gray water waste line from Units stub-out to sewer.
14. Contractor has certified Units are compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
15. District staff shall be responsible for connecting and disconnecting plumbing and electrical upon Unit installation and removal.
16. Contractor shall be responsible for Unit placement, and installation and removal of all decking, ramps, stairs, etc.
17. Contractor shall not charge the District for ordinary use and wear of rental unit.
18. 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 Contractor with access to District property in order to deliver/install and pick-up/remove rental units.
- 2. District is responsible for supplying utilities to Unit upon delivery.
- 3. District is responsible for connecting and disconnecting electrical upon Unit installation and removal.
- 4. District is responsible for connecting and disconnecting Unit to and from sewer upon Unit installation and removal.
- 5. To supply Contractor with power for set-up and removal on ADA unit.
- 6. District is responsible for monitoring and maintaining the inside of rental unit on a daily basis during the rental term.
- 7. District is responsible for restocking janitorial supplies (paper products, trash liners, soap, etc.) and disposal of garbage/waste during the rental term.
- 8. District is responsible for emptying holding tanks as needed as well as prior to Contractor pick up.
- 9. Contractor shall charge the District for any missing or damaged equipment.
- 10. District will not move or alter Units without prior written consent of Contractor. If movement is needed after the initial setup, Contractor must be notified and if possible will move the units at an additional charge of \$75 per hour per person portal to portal.



DISTRICT AGREES (CONT.):

11. District is responsible for cost of replacement and/or repairs to rental unit that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
12. The Units shall be used only for the purpose for which they are intended. The District is not to put the Units to any use which is illegal, creates a nuisance, or causes the rate of insurance on the property to increase. Smoking and burning candle are not permitted in the Units.
13. District will use the Units in a careful and proper manner, in accordance with all applicable laws, rules and regulations and any manufacturer's or supplier's instructions or manuals provided to Customer. All local and state laws must be followed and any disputes including law suits are subject to the laws and regulations as set by State and Local County.
14. District shall not sublet the whole or any part of the Units, nor reassign this Agreement, or any interest therein, without the prior written consent of the Suppliers. A violation of this covenant shall constitute a breach of this Agreement, in which case Customer shall forfeit the term and Suppliers will have the right to terminate and seek restitution.
15. To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$21,550.00) upon completion of services herein required and receipt of proper invoice.

-End Exhibit A-

SA-186-16FT
ROYAL RESTROOMS OF CALIFORNIA, INC.
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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order. Invoice 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).

1. **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, but only to the extent caused by or resulting from the negligence or willful misconduct of Contractor and/or Contractor's employees, contractors, or Agents.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless Contractor and Contractor's 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, but only to the extent caused by or resulting from the negligence or willful misconduct of the District and/or District's employees, contractors, or Agents.

5. **DISPUTES:**

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

6. **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.

7. **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.)

8. 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).

9. 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.

10. 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.

11. TIMELINESS:

Time is of the essence in this Agreement.

12. 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.

13. GOVERNING LAW:

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

14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.)

19. 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.

Contractor/Bidder Firm Name (Printed) <i>Royal Restrooms of California</i>		Federal ID Number [REDACTED]
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Kristin Reynolds, President</i>		
Date Executed <i>6/17/14</i>	Executed in the County of <i>Alameda</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.)

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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 Kiddle Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbltrons, 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

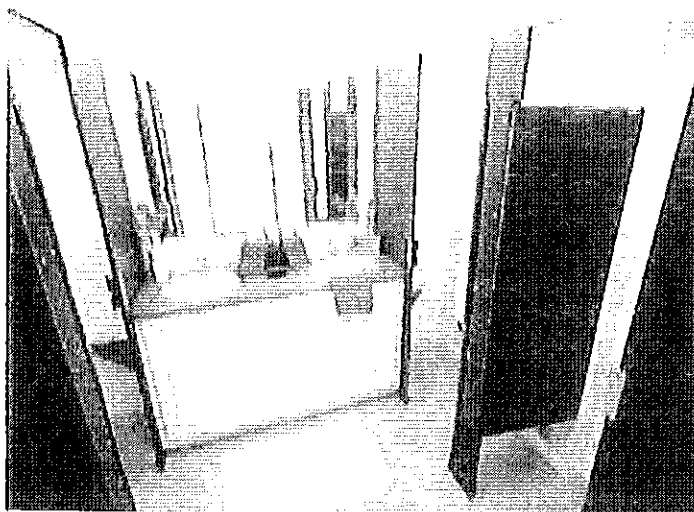
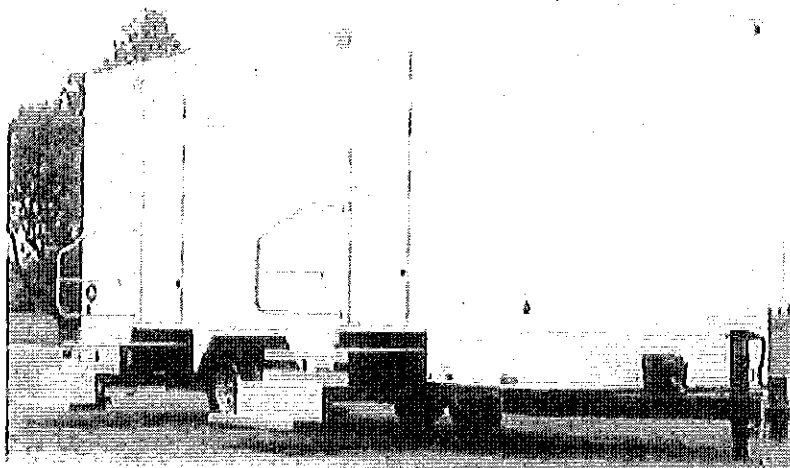
For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored 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-



EXHIBIT F -- SHOWER TRAILER UNIT SPECIFICATIONS

8-Stall Shower Trailer Unit



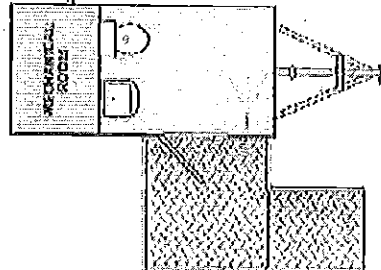
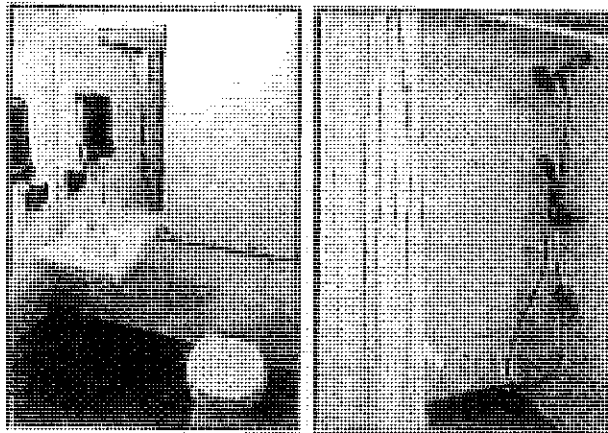
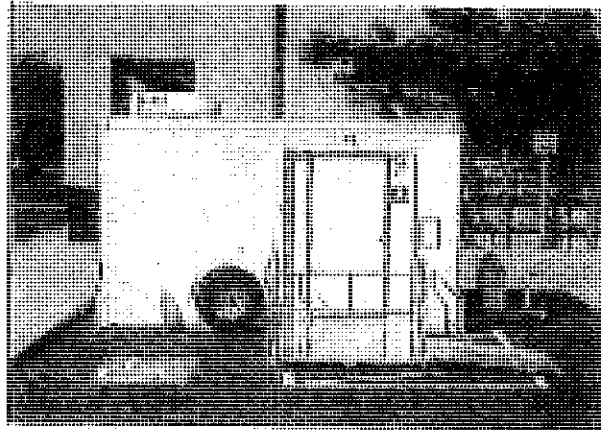
Item	Quantity	Unit	Description
1	1	Trailer	8 Stall Shower Trailer Unit
2	1	Trailer	8 Stall Shower Trailer Unit
3	1	Trailer	8 Stall Shower Trailer Unit
4	1	Trailer	8 Stall Shower Trailer Unit
5	1	Trailer	8 Stall Shower Trailer Unit
6	1	Trailer	8 Stall Shower Trailer Unit
7	1	Trailer	8 Stall Shower Trailer Unit
8	1	Trailer	8 Stall Shower Trailer Unit

Length of Trailer 24' x 8' x 8'
Weight 10,000 lbs
Capacity 1000 Gallons
Price \$10,000.00



EXHIBIT F -- SHOWER TRAILER UNIT SPECIFICATIONS (CONT.)

ADA Shower Trailer Unit



Unit Dimensions

Length: 18' (including trailer tongue &)

Width: 12' (ramp down)

Height: 10' 6" (from ground to top of A/C unit)

Dry Weight: Approx. 2,800 lbs.

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 08/03)

R. Kramer

AGREEMENT NUMBER SA-187-16FT
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
ANDY GUMP INC. |
2. The term of this Agreement is: **8/18/16** through **08/31/16** **FED ID** [REDACTED]
3. The maximum amount of this Agreement is: **\$12,998.57**
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 rent one (1) restroom trailer unit to the District for the 2016 OC Fair. Additional Scope of Work continued on page 2. | 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 – Insurance Requirements (Attached hereto as part of this agreement) | Pages 15 – 17 |
| Exhibit F – Restroom Trailer Unit Specifications (Attached hereto as part of this agreement) | Pages 18 – 19 |

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.) ANDY GUMP INC.		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/11/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Thomas Field, Sales Manager		
ADDRESS 26954 Ruether Ave., Santa Clarita, CA 91351 (800) 992-7755		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7.12.16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exemplar:

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EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent to the District one (1) restroom trailer length between 28 and 32 linear feet; width between 8.5 to 12 linear feet with Men's, Women's, and ADA compartments from June 18 – August 31 for the 2016 OC Fair at the rates as specified in Contractor's proposals dated 05/31/16. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
2. Delivery shall take place Tuesday, June 18, 2016 between the hours of 7:00 a.m. and 3:00 p.m.
3. Pickup shall take place Wednesday, August 23, 2016 between the hours of 7:00 a.m. and 3:00 p.m.
4. To provide RESTROOM TRAILER rental unit according to the following specifications:
 - a. The Unit(s) shall be of an executive/comfort station type quality. Unit(s) shall be clean, comfortable, and contain finishes suitable for a Business Development/VIP location.
 - b. Unit must meet state of California ADA specifications.
 - c. Each Unit must have readily identifiable stub-outs for electrical & plumbing hook-ups. Hard pipe sewer connection is preferred, but holding tank type of waste collection is acceptable. If Unit is of the holding tank type, please include in proposal the size of tank. Holding tank should have a minimum of seven hundred (750) gallon capacity.
 - d. District staff shall be responsible for hooking up and unhooking plumbing upon Unit installation and removal. Contractor will be responsible for Unit placement and installation and removal of all decking, ramps, stairs, seismic ties, etc.
 - e. **Floor plan Specifications are as follows:**
 - Basic Dimension: length between 28 and 32 linear feet; width between 8.5 to 12 linear feet.
 - The Unit shall have a split layout for separate men's and women's entrance.
 - Quantity Needed: One (1) Unit
 - Locations: *See locations on item h below for Facility Map*
 - Business Development Area (Southeast Pacific Amphitheatre).
 - Women's: Four (4) toilet compartments (One (1) shall be ADA compliant)
 - Men's: Two (2) toilet compartments; (2) urinal stalls (One (1) of each shall be ADA compliant)
 - Both Sides: Two (2) sinks in each men's and women's (One (1) shall be ADA compliant)
 - All toilets and urinals must be flush valve type.
 - Unit must have skirting.
 - Unit must have air conditioning.
 - Placement and ramp specifications are detailed in "Ramps & Stair Access" section.



EXHIBIT A – SCOPE OF WORK (CONT.)

f. Ramps & Stair Access:

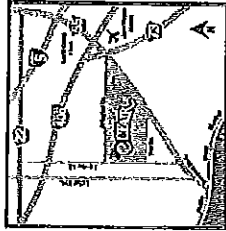
- Unit must be set with an adjoining ADA ramp and stair with handrails.
- Price quoted shall include ADA access ramp and stairs.
- Ramp must meet state of California ADA specification.

g. Seismic Ties:

- Unit installation will require the utilization of seismic tie-downs for each Unit (In the event that the Unit will be set on jacks).
- The Unit is likely to be placed on grass (this will be confirmed prior to delivery with Contractor).
- Tie-down stakes must be removed by Contractor. Bidder shall submit their plan and method for removal.
(Examples: pull stakes out with forklift and chain; pull stakes out with mechanical stake-puller.)



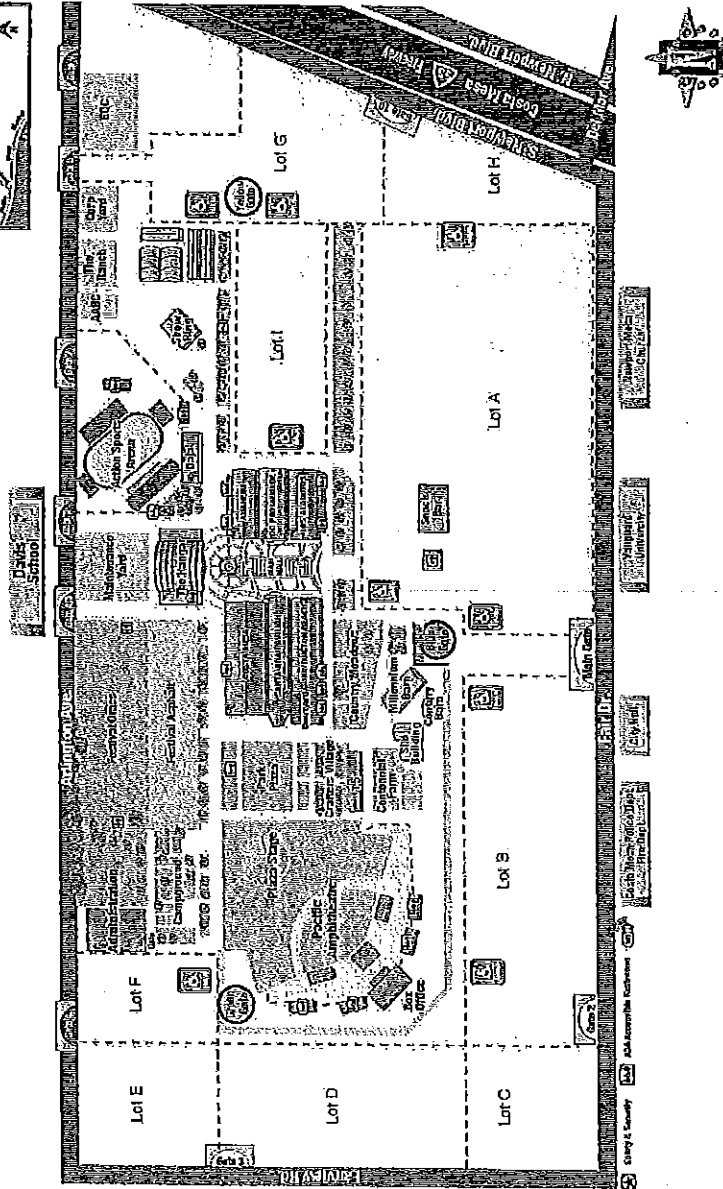
h. Facility Map



Facility Map



OC Fair & Event Center
88 Fair Drive, Costa Mesa, Ca 92626
www.ocfair.com





DISTRICT AGREES:

1. To provide Contractor with access to District property in order to deliver/install and pick-up/remove rental restroom trailer.
2. District is responsible for supplying utilities to trailer upon delivery.
3. 30 amp Cord ends are a NEMA TT-30P configuration. In the event that 30 amp circuits are unavailable, 15 amp connector adapters are supplied with trailer. Failure to provide 30 amp circuits may result in minimal or no use of AC/Heater and/or hot water heater.
4. District is responsible for connecting and disconnecting electrical upon trailer installation and removal.
5. District is responsible for connecting and disconnecting trailer to and from sewer upon trailer installation and removal.
6. To supply Contractor with power for set-up and removal on ADA unit.
7. District is responsible for monitoring and maintaining the inside of rental unit on a daily basis during the rental term.
8. District is responsible for emptying holding tanks as needed as well as prior to pick up.
9. Contractor shall charge the District for any missing or damaged hose(s).
10. District is responsible for cost of replacement and/or repairs to rental unit that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
11. To furnish Contractor with a Certificate of Insurance listing Contractor as additional insured for the duration of the Agreement term.
12. To pay Contractor a total sum not to exceed TWELVE THOUSAND NINE HUNDRED NINETY EIGHT DOLLARS AND 57/100 (\$12,998.57) upon completion of services herein required and receipt of proper invoice.

-End Exhibit A-

SA-187-16FT
ANDY GUMP INC.
PAGE 6 of 19



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order (PO) number. Invoice 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.



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.)
- 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:



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

Contractor/Bidder Firm Name (Printed) <i>Andy Gump, Inc.</i>		Federal ID Number [REDACTED]
By (Authorized Signature) <i>[Signature]</i>		
Printed Name and Title of Person Signing <i>Thomas Field - Sales Manager</i>		
Date Executed <i>7/6/16</i>	Executed in the County of	

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.

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



EXHIBIT D -- SPECIAL TERMS AND CONDITIONS (CONT.)

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, Orbltrons, 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 Walvers

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-

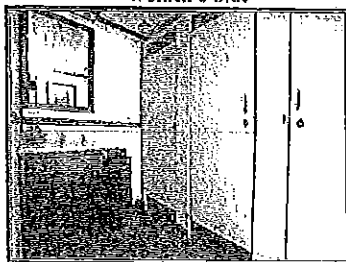


EXHIBIT F - RESTROOM TRAILER UNIT SPECIFICATIONS

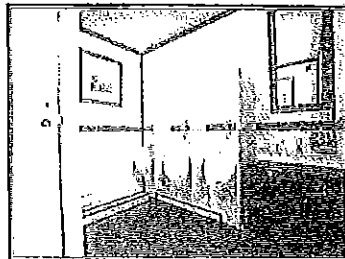
ANDY GUMP ADA ROYALE EXECUTIVE RESTROOM TRAILER



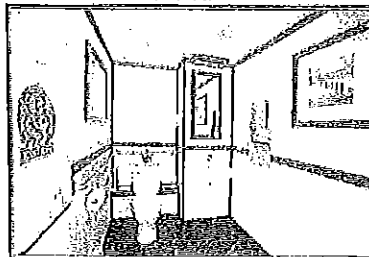
Women's Side



Men's Side



ADA Stall

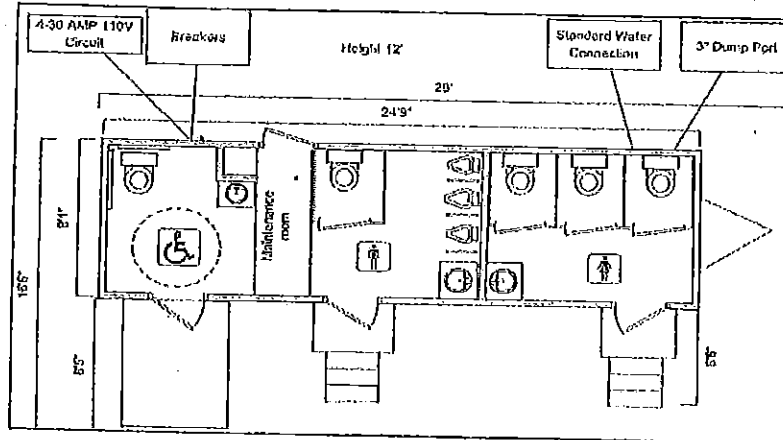


ANDY GUMP, INC.
"Experience the Difference"
(800) 993-7155



EXHIBIT F – RESTROOM TRAILER UNIT SPECIFICATIONS (CONT.)

**Andy Gump, Inc.
30+ Oasis ADA Restroom Trailer**



- Women's Side Features:**
- Three Private Restrooms
 - One Sink

- Men's Side Features:**
- One Private Restroom
 - Two Porcelain Urinals
 - One Sink

- Additional Features:**
- 1,500 Average Uses
 - 750 Gallon Waste Tank
 - Upgraded Vinyl Floors
 - CD/Stereo
 - Electric Flushing Toilets
 - Air Conditioning/Heating
 - Soap and Paper Towels
 - Dual Paper Rolls and Sanitary Seat Pads

- Requirements to be Operational:**
- Water (Standard Garden Hose Connection)
 - Power (Four separate 110-Volt/30Amp Circuits, Non GFI Protected)
 - 30 Amp Cord Ends are a NEMA TT-30P Configuration

Note: In the event that 30 amp circuits are unavailable, 15 amp connector adapters are supplied with the trailer. Failure to provide 30 amp circuits may result in minimal or no use of AC/Heater and/or hot water heater.

Customer is responsible for supplying utilities to trailer upon delivery.

Andy Gump, Inc.
"Experience the Difference"
(800) 992-7765
www.andygump.com

-End Exhibit F-

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

[Handwritten signatures]

AGREEMENT NUMBER SA-188-16FT
REGISTRATION NUMBER


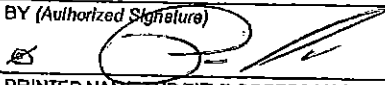
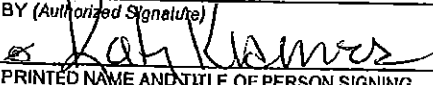
- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
PREMSTER PRODUCTIONS, LLC
- The term of this Agreement is: **07/01/16** through **08/17/16** FED ID: 
- The maximum amount of this Agreement is: **\$40,000.00**
- 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 sell merchandise at the Pacific Amphitheatre and the Hangar Building during 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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 –
Exhibit F -- Anticipated Merchandise Sales Schedule (Attached hereto as part of this agreement)	Page 15

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.) PREMSTER PRODUCTIONS		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/29/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Prem Shah, Owner		
ADDRESS 3463 E. Date Street, Brea, CA 92832 (310) 922-0824		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/6/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To sell merchandise at the Pacific Amphitheater and the Hangar Building from July 17 – August 14 for the 2016 OC Fair according to the anticipated schedule provided herein as Exhibit F. Contractor understands and agrees the schedule provided herein is subject to change and the District shall only be charged for actual work performed.
2. Contractor's commission is eight percent (8%) of net merchandise sales transacted by Contractor in fulfillment of this Agreement. "Net merchandise sales" equals gross merchandise sales minus eight percent (8%) sales tax.
3. To staff two (2) merchandise booths in the Pacific Amphitheater for twenty-seven (27) nights. Contractor shall provide a minimum of two (2) to three (3) staff at each booth.
4. Contractor should provide service for an estimated amount of seven (7) to nine (9) hours per day.
5. To provide adequate staffing based upon the amount of merchandise anticipated.
6. Contractor is to staff one (1) booth in the Hangar for four nights. Contractor shall provide a minimum of one (1) to (2) staff.
7. Most events will begin at 8:00 p.m. or 8:30 p.m. Some will begin as early as 6:00 p.m.
8. To be responsible for the advance work with each artist/entertainer's production or merchandise representative.
9. To handle the pre and post-concert inventories.
10. To settle with the merchandise representative at the end of each evening.
11. To submit completed inventories, sales reports, and deposits to the designated District official prior to leaving each evening.
12. To provide a change fund for each booth.
13. 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.
14. 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:

1. To provide credit card terminals for transactions at the Pacific Amphitheatre and the Hangar Building.
2. To provide appropriate access to concert venues.
3. To provide all necessary credentials, parking passes and photo identification.
4. Contractor's payment is based upon a merchandise sales commission of eight percent (8%) of net sales after tax has been deducted.
5. To pay Contractor a total sum not to exceed FORTY THOUSAND DOLLARS (\$40,000.00) upon satisfactory completion of work herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via US Mail.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

5100-70 \$10,000.00

5100-72 \$30,000.00

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. 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.

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.

Contractor/Bidder Firm Name (Printed) Premster Productions, LLC		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing Prem Shah - Owner		
Date Executed 6/29/16	Executed in the County of Orange	

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 – 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 Kiddle 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-

EXHIBIT F – ANTICIPATED MERCHANDISE SALES SCHEDULE

1. Anticipated Merchandising Dates:

a. The following are the anticipated dates and shows for which Bidder's merchandising sales team will be needed. Venue dates and shows are subject to change.

i. **The Hangar at the 2016 OC Fair:**

Date	Artist
Sunday, July 17, 2016	Ozomatli
Sunday, July 24, 2016	HAPA / Tupua
Sunday, August 14, 2016	Herman's Hermits
Sunday, August 31, 2016	Stick Figure

ii. **Pacific Amphitheatre at the 2016 OC Fair:**

Date	Artist
Saturday, July 09, 2016	Iration / Rebel Souljahz / Katastro / The Steppas
Sunday, July 10, 2016	Iration / Collie Buddz / Seedless / The Expanders
Wednesday, July 13, 2016	Empire of the Sun / Hellogoodbye
Thursday, July 14, 2016	Three Dog Night with Pacific Symphony
Friday, July 15, 2016	Styx
Saturday, July 16, 2016	Boston
Sunday, July 17, 2016	The Psychedelic Furs / The Church / The Fixx
Wednesday, July 20, 2016	The Offspring
Thursday, July 21, 2016	Andy Grammer / Rachel Platten
Friday, July 22, 2016	Phillip Phillips & Matt Nathanson
Saturday, July 23, 2016	Strangelove / Sweet & Tender Hooligans
Sunday, July 24, 2016	Happy Together
Wednesday, July 27, 2016	Frankie Valli and the Four Seasons
Thursday, July 28, 2016	Jeff Dunham
Friday, July 29, 2016	Chris Isaak
Saturday, July 30, 2016	Earth Wind & Fire
Sunday, July 31, 2016	UB40
Wednesday, August 03, 2016	Michael Franti & Spearhead
Thursday, August 04, 2016	Jim Gaffigan
Friday, August 05, 2016	Hunter Hayes / Cassadee Pope
Saturday, August 06, 2016	The Fab Four / Together & Alone
Sunday, August 07, 2016	Train
Wednesday, August 10, 2016	Lindsey Stirling
Thursday, August 11, 2016	Chris Young / w Ruthie Collins
Friday, August 12, 2016	The B-52s / The Aquabats
Saturday, August 13, 2016	Ziggy Marley / Steel Pulse / The Lions
Sunday, August 14, 2016	Ziggy Marley / Steel Pulse / Valley of the Kings

RKR A KF F ADW

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-189-16FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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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 _____

- 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 CORT BUSINESS SERVICES CORPORATION
--	---
- The agreement term is from 6/7/16 through 08/31/16
- The maximum amount payable is \$ 9,392.60 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (Attach list if applicable.)
- Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER _____
- 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 – Furniture Rental for 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)
- Exhibit F – Furniture Schedule (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.) CORT BUSINESS SERVICES CORPORATION	
BY (Authorized Signature) 	DATE SIGNED <u>6/27/16</u>	BY (Authorized Signature) 	DATE SIGNED <u>6/16/16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karn, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING Doug Stell, Area Manager	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2540 Main Street, Irvine, CA 92614 (949) 852-0711	
FUND TITLE Operating	ITEM Distribution	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 <u>ca</u>	DATE SIGNED
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EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide rental furniture to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from June 7th – August 31st for the 2016 OC Fair. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- B. To provide furniture according to the specifications outlined in the "Furniture Schedule" provided herein as Exhibit F.
- C. To deliver and pick up all furniture for the total cost outlined in "Furniture Schedule" provided herein as Exhibit F.
- D. All deliveries and pick-ups shall take place between 7:00 a.m. and 9 p.m. unless otherwise specified. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
- E. 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. Furniture rented from Contractor is the property of Contractor and District shall have no right, title or interest therein or thereto other than the right to the possession and use of the furniture for the term of this Agreement.
- B. District is responsible for maintaining the rental furniture in the same condition as delivered, with the exception of normal and reasonable wear and tear.
- C. In the event rental furniture is damaged beyond reasonable wear and tear, Contractor may charge a replacement cost for any damaged items.
- D. To pay Contractor a total amount not to exceed NINE THOUSAND THREE HUNDRED NINETY TWO DOLLARS AND SIXTY CENTS (\$9,392.60) 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 #: Distribution

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. 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 1898).

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.

Contractor/Bidder Firm Name (Printed) CORT		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing Doug Steil, LA Area Manager		
Date Executed 6/16/16	Executed in the County of Los Angeles, CA	

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 - 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-



EXHIBIT F - FURNITURE SCHEDULE

All deliveries and pick-ups shall take place on the dates and between the hours stated with each piece of equipment.

Delivery Area	Time Onsite	Total Rent	Delivery / Pickup Fee	Delivery Date	Pickup Date
Badging Office - Campground Gate	8/7-8/17	\$334.65	\$175.00	8/7/16	8/17/16
Livestock	8/8-8/18	\$827.43	\$175.00	8/8/16	8/18/16
Centennial Farm - Building #15 Floral	8/13-8/16	\$1,792.13	\$175.00	8/13/16	8/16/16
Family Fair Way - Courtesy Booth	8/17-8/17	\$113.65	\$175.00	8/17/16	8/17/16
Centennial Farm - S&S Building	8/17-8/19	\$225.63	\$0.00	8/17/16	8/16/16
Call Center - Adm'n Lawn Trailer	8/20-8/18	\$107.32	\$175.00	8/20/16	8/18/16
Home Arts - Building #18	8/21-8/18	\$505.28	\$175.00	8/21/16	8/18/16
Visual Arts Department - Building #14	8/21-8/17	\$292.28	\$0	8/21/16	8/17/16
Building #10 - Carnival of Products	8/21-8/17	\$107.28	\$0	8/21/16	8/17/16
Building #10 - Office	8/21-8/17	\$523.12	\$0	8/21/16	8/17/16
Family Fair Way - Courtesy Booth	8/21-8/17	\$303.90	\$0	8/21/16	8/17/16
Evaluator - Mobile Unit	8/21-8/17	\$45.16	\$0	8/21/16	8/17/16
Exporium - Tent	8/21-8/18	\$266.04	\$0	8/21/16	8/18/16
Exhibit Promenade - Breezeway	8/22-8/19	\$68.88	\$175.00	8/22/16	8/19/16
Exhibit Promenade - Inside Mobile Unit	8/22-8/19	\$269.72	\$0	8/22/16	8/19/16
Exhibit Promenade - Inside Mobile Unit	8/23-8/18	\$108.59	\$175.00	8/23/16	8/18/16
Cash Ops Area	8/24-8/18	\$388.88	\$175.00	8/24/16	8/18/16
Cash Ops Area	8/24-8/19	\$415.40	\$0	8/24/16	8/19/16
Exporium - Tent	8/27-8/18	\$185.39	\$175.00	8/27/16	8/18/16
Baby Convenience	8/27-8/18	\$477.52	\$0	8/27/16	8/18/16
Guest Services Office	8/27-8/16	\$94.02	\$0	8/27/16	8/16/16
Pacific Amphitheatre - Dressing Rooms	8/27-8/17	\$1,668.06	\$0	8/27/16	8/17/16
Pacific Amphitheatre - 3rd Base	8/27-8/16	\$112.11	\$0	8/27/16	8/16/16
Safety & Security - Office Area	7/11-8/18	\$135.69	\$175.00	7/11/16	8/18/16
Admission Sales Trailer	7/6-8/17	\$376.60	\$175.00	7/6/16	8/17/16
Hangar Building - Backstage	7/8-8/16	\$320.08	\$0	7/8/16	8/16/16
Drag Office	7/11-8/17	\$174.68	\$175.00	7/11/16	8/17/16
Hangar Building - Super Pass Fulfillment Center	7/11-8/15	\$476.71	\$0	7/11/16	8/15/16
Gate Operations Trailer	7/11-8/16	\$336.58	\$0	7/11/16	8/16/16
Admission Sales Trailer	7/11-8/17	\$183.67	\$0	7/11/16	8/17/16
Hangar Building - Mascot Break Area	7/13-8/15	\$188.94	\$175.00	7/13/16	8/15/16
Action Sports Arena Trailer	7/13-8/18	\$213.87	\$0	7/13/16	8/18/16
TOTAL		\$11,571.00	\$2,450.00		
	<i>OC Fair Discount: 40% Off</i>	<i>-\$4,628.40</i>			
	Total	\$6,942.60			
	Delivery/Pick Up Fee	\$2,450.00			
	Total Bid	\$9,392.60			

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

RKRE AX F-210

CONTRACT NUMBER SA-190-16FT	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. BROOK FURNITURE RENTAL, INC.
---	--

2. The agreement term is from 06/14/16 through 08/31/16

3. The maximum amount payable is \$ 6,387.26 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ _____ (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
- 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 (Lists) 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.) BROOK FURNITURE RENTAL, INC.	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7.8.16	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7/8/2016
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING Thomas L. Hilder, CFO & V.P.	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 4121 Westerly Place, Suite 105, Newport Beach, CA 92660 (949) 440-0600	
FUND TITLE Operating	ITEM Distribution – 5220	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 <i>[Signature]</i>	
		DATE SIGNED	



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. To provide rental furniture for the 2016 OC Fair as outlined in the Furniture Specification table below:

Area	Quantity	Delivery Date	Pick Up Date	Description	Price Each Per Month	Extension
Courtyard	4	7/11/16	8/18/16	Coffee Table Terrace Bronze (Patio)	\$45.00	\$180.00
Courtyard	32	7/11/16	8/18/16	Cambi 48" Patio Table	\$55.00	\$1,760.00
Courtyard	206	7/11/16	8/18/16	Metal Rhonda Patio Chair	\$15.00	\$3,090.00
Courtyard	4	7/11/16	8/18/16	Coffee Table Terrace Bronze (Patio)	\$10.36	\$41.44
Courtyard	32	7/11/16	8/18/16	Cambi 48" Patio Table	\$12.66	\$405.12
Courtyard	206	7/11/16	8/18/16	Metal Rhonda Patio Chair	\$3.45	\$710.70
Damage Waiver						\$0
Distribution, Installation, Pick Up and Delivery fee						\$200.00
Total Rental						\$6,387.26

- B. All deliveries and pickups shall take place between 7:00 a.m. and 3:00 p.m. PST on the dates specified in Furniture Specification Table unless otherwise arranged with the District. Upon arrival, Contractor's delivery/pickup driver shall check in with District's Facilities Department, accessible through Gate 5 off of Arlington Drive.
- C. To charge a one-time furniture rental fee of TWO HUNDRED DOLLARS (\$200.00) for deliveries that takes place July 11, 2016.
- 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:

- A. Furniture rented from Contractor is the property of Contractor and District shall have no right, title or interest therein or thereto other than the right to the possession and use of the furniture for the term of this Agreement.
- B. District is responsible for maintaining the rental furniture in the same condition as delivered, with the exception of normal and reasonable wear and tear.
- C. In the event rental furniture is damaged beyond reasonable wear and tear, Contractor may charge a replacement cost for any damaged items.

all
 7/1/2016



EXHIBIT A – SCOPE OF WORK (CONT.)

- D. To pay Contractor a total amount not to exceed SIX THOUSAND THREE HUNDRED EIGHTY SEVEN DOLLARS AND TWENTY SIX CENTS (\$6,387.26.) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

- End Exhibit A -

9/16
2/1/2015



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution - 5220

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 contain the District's Purchase Order (PO) number. 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-

PK
2/1/2016



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.

9/12
2/1/2016



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.

Handwritten signature and date:
2/1/2018



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).)

-End Exhibit C-

JA
2/1/2016



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.

Contractor/Bidder Firm Name (Printed) <i>Brook Furniture Rental, Inc.</i>		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Thomas L. Widdler, Chief Financial Officer, MKP</i>		
Date Executed <i>7/7/2016</i>	Executed in the County of <i>Lake County, IL</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 08/03)

R. Jacobs

AGREEMENT NUMBER SA-191-16FT
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
UNITED SITE SERVICES OF CALIFORNIA, INC.
- The term of this Agreement is: **6/1/16** through **5/31/19** FED ID **[REDACTED]**
- The maximum amount of this Agreement is: **\$70,553.98, with 2 (1) year option \$133,576.68**
- 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 rent fence and fence accessories ("equipment"). Additional Scope of Work continued on page 2.	Pages 1 - 3
Exhibit B -- Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C -- General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
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 9-12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E -- Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 - 15

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.) UNITED SITE SERVICES OF CALIFORNIA, INC.		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/15/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Adam W. Jacobs, Secretary		
ADDRESS 4511 N. Rowland Avenue, El Monte, CA 91731 (800) 638-1233		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/20/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, Chief Executive Officer or Kon Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. Fence Equipment Requirements:

- a. Contractor shall use new or nearly new attractive fencing and fencing material. No rusted, soiled, bent, torn or broken pieces/materials are to be utilized in the fulfillment of this installation.
- b. Chain Link fence poles must be plumb and in a straight line.
- c. Chain Link fence is to be strung tight.
- d. All fencing must have a smooth top (knuckle/smooth or flat finish).
- e. Contractor is to use existing holes when feasible for installation.
- f. At District request, all holes in asphalt related to fence installation will be patched upon removal free of charge.
- g. The Equipment shall be referred to and billed separately using the Department Location as its name.
- h. All Equipment shall be inspected by a District representative upon Delivery and Pick-up; no wait fees will be charged during receiving inspection.
- i. Equipment is to be delivered to the Maintenance Yard unless otherwise directed by the District.
- j. Quantities, Equipment Specifications, delivery and pick-up dates are in the attached excel sheet.

2. Delivery, Installation and Pick-up:

- a. Delivery, Installation and Pick-up shall take place as requested by the District as listed in Item 2.J.
- b. Each delivery/pick-up must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
- c. Contractor is responsible for conducting all installation.
- d. All deliveries, installations and pick-ups shall be scheduled between the hours of 7:00 a.m. to 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays except during the annual OC Fair; unless otherwise instructed by the District.
- e. All installation during the annual OC Fair, which takes place July 15 through August 14 in 2016, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
- f. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the services.
- g. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
- h. Delivery and pickup dates for 2017, 2018, and option years will be provided to the Contractor no later than 30 days before requested delivery.

DISTRICT AGREES:

1. To provide Contractor with access to District property in order to deliver/install and pick-up/remove fencing and fence material.
2. After hours and/or weekend trips may incur an additional cost. Cost shall be mutually agreed upon by District and Contractor.
3. District is responsible for cost of replacement and/or repairs to rental materials that are due to fire, theft, accidental damage, vandalism or rot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
4. To pay Contractor a total sum not to exceed \$78,553.98, with 2 (1) year option \$133,576.68 (as showed below) upon completion of services herein required and receipt of proper Invoice.



Category	Item Type	SITE	Quantity	Unit of Measure	2016 Cost	2017 Cost	2018 Cost	2019 Cost	2020 Cost
Fencing	Fence	A	230	Feet	\$ 825.97	\$ 842.49	\$ 659.34	\$ 076.53	\$ 834.05
Fencing	Fence	B	650	Feet	\$ 1,439.97	\$ 1,468.16	\$ 1,497.52	\$ 1,527.47	\$ 1,558.02
Fencing	Fence	C	105	Feet	\$ 189.01	\$ 183.24	\$ 168.51	\$ 169.84	\$ 173.23
Fencing	Fence	D	100	Feet	\$ 236.65	\$ 241.38	\$ 246.21	\$ 251.13	\$ 256.18
Fencing	Fence	E	87	Feet	\$ 203.35	\$ 212.52	\$ 216.77	\$ 221.10	\$ 225.52
Fencing	Fence	F	45	Feet	\$ 93.99	\$ 93.67	\$ 97.70	\$ 69.74	\$ 101.74
Fencing	Fence	G	338	Feet	\$ 1,963.17	\$ 1,992.23	\$ 2,032.08	\$ 2,072.72	\$ 2,114.17
Fencing	Fence	H	80	Feet	\$ 159.51	\$ 159.61	\$ 159.74	\$ 162.04	\$ 163.70
Fencing	Fence	I	610	Feet	\$ 1,244.73	\$ 1,269.62	\$ 1,295.02	\$ 1,320.92	\$ 1,347.34
Fencing	Fence	J	130	Feet	\$ 231.58	\$ 236.19	\$ 240.97	\$ 245.73	\$ 250.65
Fencing	Fence	K	400	Feet	\$ 3,034.74	\$ 3,095.43	\$ 3,167.34	\$ 3,229.49	\$ 3,284.00
Fencing	Fence	L	210	Feet	\$ 397.70	\$ 405.65	\$ 413.77	\$ 422.04	\$ 430.48
Fencing	Fence	M	344	Feet	\$ 1,145.84	\$ 1,168.88	\$ 1,192.24	\$ 1,216.08	\$ 1,240.50
Fencing	Fence	N	482	Feet	\$ 1,571.68	\$ 1,602.09	\$ 1,635.05	\$ 1,667.75	\$ 1,701.11
Fencing	Fence	O	20	Feet	\$ 38.39	\$ 39.16	\$ 39.94	\$ 40.74	\$ 41.65
Fencing	Fence	P	4	Feet	\$ 49.89	\$ 50.68	\$ 51.70	\$ 52.73	\$ 53.79
Fencing	Fence	Q	80	Feet	\$ 376.42	\$ 383.85	\$ 391.63	\$ 399.46	\$ 407.45
Fencing	Fence	R	100	Feet	\$ 152.42	\$ 155.47	\$ 158.59	\$ 161.76	\$ 164.98
Fencing	Fence	S	280	Feet	\$ 838.72	\$ 1,018.69	\$ 1,030.07	\$ 1,059.65	\$ 1,081.05
Fencing	Fence	T	32	Feet	\$ 739.05	\$ 753.83	\$ 768.91	\$ 784.20	\$ 799.97
Fencing	Fence	U	226	Feet	\$ 929.23	\$ 947.81	\$ 966.77	\$ 986.11	\$ 1,005.83
Fencing	Fence	V	820	Feet	\$ 2,633.71	\$ 2,692.38	\$ 3,052.23	\$ 3,113.28	\$ 3,176.64
Fencing	Fence	W	160	Feet	\$ 499.36	\$ 509.35	\$ 519.63	\$ 529.92	\$ 540.62
Fencing	Fence	X	55	Feet	\$ 679.38	\$ 692.07	\$ 705.83	\$ 720.95	\$ 735.38
Fencing	Fence	Y	755	Feet	\$ 1,363.45	\$ 1,380.72	\$ 1,418.53	\$ 1,446.90	\$ 1,475.84
Fencing	Fence	Z	91	Feet	\$ 403.00	\$ 411.06	\$ 419.28	\$ 427.67	\$ 436.22
Fencing	Fence	1A	030	Feet	\$ 2,968.66	\$ 2,969.83	\$ 3,078.17	\$ 3,085.59	\$ 3,148.43
Fencing	Fence	1B	175	Feet	\$ 899.00	\$ 917.07	\$ 935.41	\$ 954.12	\$ 973.20
Total					\$ 25,697.88	\$ 26,181.24	\$ 26,701.86	\$ 27,238.98	\$ 27,783.74
Total					\$ 133,576.68	\$ 134,060.04	\$ 134,581.66	\$ 135,118.78	\$ 135,661.54



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice 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.



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.)
 - 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
United Site Services of California, Inc		[REDACTED]
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Adam W. Jacobs, Secretary		
Date Executed	Executed in the County of	
6/15/16	Worcester, Massachusetts	

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.

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



EXHIBIT D -- SPECIAL TERMS AND CONDITIONS (CONT.)

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 Kiddle 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. D. A. K. (initials)

AGREEMENT NUMBER SA-102-16FT
REGISTRATION NUMBER

- 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
ABSOLUTE INTERNATIONAL SECURITY
- The term of this Agreement is: **07/1/16** through **5/30/2019** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$141,713.06 for 3 years with (2) 1 year options \$253,323.70**
- 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 armed security services to the 32 nd District Agricultural Association dba OC Fair & Event Center ("District") during OC Fair. See Page 2 for additional Scope of Work.	Pages 1-4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
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 10-13
<input type="checkbox"/> Exhibit - D' Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14-16
Exhibit F – Megan's Law Screening & Certification	Pages 17-18

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.) ABSOLUTE INTERNATIONAL SECURITY		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 06-28-2016	
PRINTED NAME AND TITLE OF PERSON SIGNING Lucy Lin, President		
ADDRESS 881 South Oak Park Road, Covina, CA 91724 (626) 858-7188		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/16/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide armed (exposed firearm) security services during the 2016, 2017, 2018, (2019, 2020 options) OC Fair. Services shall take place Wednesday through Sunday/early Monday from July through August of each year.
2. The anticipated required coverage/schedule is provided herein in the table below. Contractor understands and agrees the schedule provided herein is subject to change at the sole discretion of the District and the District shall only be charged for actual work performed.

Wednesdays, Thursdays, and Fridays (13 total days – July 16, 20, 21, 22, 27, 28, 29, August 3, 4, 5, 10, 11, 12)*			
<i>Number of Armed Guards Required/Location</i>	<i>Coverage Period Start Time</i>	<i>Coverage Period End Time</i>	<i>Approximate Total Hours/Day (# of Guards x Hours)</i>
2 (Location 1)	7:00 AM	9:30 AM	5.0 Hours
3 (Location 1)	9:30 AM	12:30 AM	45.0 Hours
2 (Location 1)	12:30 AM	1:30 AM	2.0 Hours
1 (Location 2)	1:00 PM	10:30 PM	9.5 Hours
2 (Location 1) ***	7:30 AM	1:30 AM	36 Hours
Saturdays and Sundays/Early Mondays (10 days – July 16, 17, 23, 24, 30, 31, August 6, 7, 13, 14)*			
<i>Number of Armed Guards Required/Location</i>	<i>Coverage Period Start Time</i>	<i>Coverage Period End Time</i>	<i>Approximate Total Hours/Day (# of Guards x Hours)</i>
2 (Location 1)	7:00 AM	8:00 AM	2.0 Hours
3 (Location 1)	8:00 AM	12:30 AM	49.5 Hours
2 (Location 1)	12:30 AM	1:30 AM	2.0 Hours
1 (Location 2)	11:00 AM	10:30 PM	11.5 Hours
2 (Location 1) ***	7:30 AM	1:30 AM	36 Hours
Estimated Total Hour Requirement (ALL DATES):			2,277.5 Hours

3. Contractor shall schedule shifts and breaks such that no lapse in services takes place. The District-specified minimum number of required guards must be on duty at all times until released by the District, which may occur earlier or later than the times listed in Section Paragraph 2 above. Multiple armed guards may be utilized to fulfill this requirement.
4. Contractor shall provide a District-dedicated workforce for the duration of the Fair to ensure consistency in protocol throughout the event.
5. The District shall approve Contractor's schedule plan for meeting the coverage requirements and reserves the right to add, cancel or adjust staffing levels and start/end times as needed. All start and end times and staff placement shall be determined by the District. The District shall only be charged for dates and hours Contractor's services are rendered.
6. Contractor must assign a specific point person available to the District. Contractor shall provide the District with the phone number for this authorized representative along with a 24-hour "On Call" phone number for emergencies.
7. Upon Contract execution, Contractor shall provide a list of personnel authorized to perform services for the District.
8. Upon Contract execution, Contractor shall provide photos of staff uniforms.
9. Contractor must provide, in advance, a picture and the name of each employee that will be providing armed security services at the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

10. Contractor's personnel providing armed security services must arrive in uniform and carry proper credentials and required licenses. Any employee who arrives without the proper credentials, appropriate uniform or required licenses will not be permitted to work on District property.
11. Contractor shall provide a highly visible security presence at all times to deter crime and regulate access to sensitive areas.
12. Contractor shall assign staff to verify various forms of credentials in an effort to control and limit access to sensitive areas.
13. Contractor shall establish emergency protocols per the direction of on-site Law Enforcement personnel and District management.
14. All Contractor's personnel providing armed security services for the District shall, at minimum, meet the following requirements:
 - a. At all times be in possession of a current California State Issued BSIS Security Guard license
 - b. At all times be in possession of a current California State issued BSIS issued exposed firearm permit.
15. Contractor shall, at all times during the term of this Agreement, remain in compliance with all applicable laws, rules and regulations of the State of California.
16. Contractor shall, at all times during the term of this Agreement, possess a valid Private Patrol Operator (PPO) License.
17. Contractor shall have a minimum of five (5) years of experience in providing armed security services with trained personnel necessary to meet the needs of the District.
18. 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.
19. 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 Contractor a total sum not to exceed ONE HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS AND 05/100, (\$141,713.05), AND TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED TWENTY THREE DOLLARS AND 70/100 (\$253,323.70) with (2) 1 year options upon satisfactory completion of work herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via US Mail.
2. Provide a detailed cover work schedule before fair time of each year.
3. Payment rates to be as followed:

SA-192-16FT
ABSOLUTE INTERNATIONAL SECURITY
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PRICE FOR 2016

			START	END	Hours	# STAFF NEEDED	TOTAL HOURS	RATE	COST PER DAY	# DAYS DURING FAIR	FINAL COST	Total Hours	
PATIO	Week	ARMED	7:00 AM	9:30 AM	2.5	2	5	\$ 19.88	\$ 99.40	13	\$ 1,292.20	65	
PATIO	Week	ARMED	9:30 AM	12:30 AM	15	3	45	\$ 19.88	\$ 894.60	13	\$ 11,629.60	585	
PATIO	Week	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 19.88	\$ 39.76	13	\$ 516.88	26	
PATIO	Week	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 17.88	\$ 643.68	13	\$ 8,367.84	468	
DO	Week	ARMED	1:00 PM	10:30 PM	9.5	1	9.5	\$ 19.88	\$ 188.86	13	\$ 2,455.18	123.5	
PATIO	SAT/SUN	ARMED	7:00 AM	8:00 AM	1	2	2	\$ 19.88	\$ 39.76	10	\$ 397.60	20	
PATIO	SAT/SUN	ARMED	8:00 AM	12:30 AM	16.5	3	49.5	\$ 19.88	\$ 984.06	10	\$ 9,840.60	495	
PATIO	SAT/SUN	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 19.88	\$ 39.76	10	\$ 397.60	20	
PATIO	SAT/SUN	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 17.88	\$ 643.68	10	\$ 6,436.80	360	
DO	SAT/SUN	ARMED	11:00 AM	10:30 PM	11.5	1	11.5	\$ 19.88	\$ 228.62	10	\$ 2,286.20	115	
Total Amount												\$ 43,620.70	2,277.50

PRICE FOR 2017.

			START	END	Hours	# STAFF NEEDED	TOTAL HOURS	RATE	COST PER DAY	# DAYS DURING FAIR	FINAL COST	Total Hours	
PATIO	Week	ARMED	7:00 AM	9:30 AM	2.5	2	5	\$ 21.28	\$ 106.40	13	\$ 1,383.20	65	
PATIO	Week	ARMED	9:30 AM	12:30 AM	15	3	45	\$ 21.28	\$ 957.60	13	\$ 12,448.80	585	
PATIO	Week	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 21.28	\$ 42.56	13	\$ 553.28	26	
PATIO	Week	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 19.28	\$ 694.08	13	\$ 9,023.04	468	
DO	Week	ARMED	1:00 PM	10:30 PM	9.5	1	9.5	\$ 21.88	\$ 207.86	13	\$ 2,702.18	123.5	
PATIO	SAT/SUN	ARMED	7:00 AM	8:00 AM	1	2	2	\$ 21.88	\$ 43.76	10	\$ 437.60	20	
PATIO	SAT/SUN	ARMED	8:00 AM	12:30 AM	16.5	3	49.5	\$ 21.88	\$ 1,083.06	10	\$ 10,830.60	495	
PATIO	SAT/SUN	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 21.88	\$ 43.76	10	\$ 437.60	20	
PATIO	SAT/SUN	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 19.28	\$ 694.08	10	\$ 6,940.80	360	
DO	SAT/SUN	ARMED	11:00 AM	10:30 PM	11.5	1	11.5	\$ 21.28	\$ 244.72	10	\$ 2,447.20	115	
Total Amount												\$ 47,204.30	2,277.50

PRICE FOR 2018

			START	END	Hours	# STAFF NEEDED	TOTAL HOURS	RATE	COST PER DAY	# DAYS DURING FAIR	FINAL COST	Total Hours	
PATIO	Week	ARMED	7:00 AM	9:30 AM	2.5	2	5	\$ 23.18	\$ 115.90	13	\$ 1,506.70	65	
PATIO	Week	ARMED	9:30 AM	12:30 AM	15	3	45	\$ 23.18	\$ 1,043.10	13	\$ 13,560.30	585	
PATIO	Week	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 23.18	\$ 46.36	13	\$ 602.68	26	
PATIO	Week	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 20.88	\$ 751.68	13	\$ 9,771.84	468	
DO	Week	ARMED	1:00 PM	10:30 PM	9.5	1	9.5	\$ 23.18	\$ 220.21	13	\$ 2,862.73	123.5	
PATIO	SAT/SUN	ARMED	7:00 AM	8:00 AM	1	2	2	\$ 23.18	\$ 46.36	10	\$ 463.60	20	
PATIO	SAT/SUN	ARMED	8:00 AM	12:30 AM	16.5	3	49.5	\$ 23.18	\$ 1,147.41	10	\$ 11,474.10	495	
PATIO	SAT/SUN	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 23.18	\$ 46.36	10	\$ 463.60	20	
PATIO	SAT/SUN	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 20.88	\$ 751.68	10	\$ 7,516.80	360	
DO	SAT/SUN	ARMED	11:00 AM	10:30 PM	11.5	1	11.5	\$ 23.18	\$ 266.57	10	\$ 2,665.70	115	
Total Amount												\$ 50,888.05	2,277.50

PRICE FOR 2019.

			START	END	Hours	# STAFF NEEDED	TOTAL HOURS	RATE	COST PER DAY	# DAYS DURING FAIR	FINAL COST	Total Hours	
PATIO	Week	ARMED	7:00 AM	9:30 AM	2.5	2	5	\$ 24.48	\$ 122.40	13	\$ 1,591.20	65	
PATIO	Week	ARMED	9:30 AM	12:30 AM	15	3	45	\$ 24.48	\$ 1,101.60	13	\$ 14,320.80	585	
PATIO	Week	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 24.48	\$ 48.96	13	\$ 636.48	26	
PATIO	Week	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 22.48	\$ 809.28	13	\$ 10,520.64	468	
DO	Week	ARMED	1:00 PM	10:30 PM	9.5	1	9.5	\$ 24.48	\$ 232.56	13	\$ 3,023.28	123.5	
PATIO	SAT/SUN	ARMED	7:00 AM	8:00 AM	1	2	2	\$ 24.48	\$ 48.96	10	\$ 489.60	20	
PATIO	SAT/SUN	ARMED	8:00 AM	12:30 AM	16.5	3	49.5	\$ 24.48	\$ 1,211.76	10	\$ 12,117.60	495	
PATIO	SAT/SUN	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 24.48	\$ 48.96	10	\$ 489.60	20	
PATIO	SAT/SUN	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 22.48	\$ 809.28	10	\$ 8,092.80	360	
DO	SAT/SUN	ARMED	11:00 AM	10:30 PM	11.5	1	11.5	\$ 24.48	\$ 281.52	10	\$ 2,815.20	115	
Total Amount												\$ 54,097.20	2,277.50

PRICE FOR 2020

			START	END	Hours	# STAFF NEEDED	TOTAL HOURS	RATE	COST PER DAY	# DAYS DURING FAIR	FINAL COST	Total Hours	
PATIO	Week	ARMED	7:00 AM	9:30 AM	2.5	2	5	\$ 25.98	\$ 129.90	13	\$ 1,688.70	65	
PATIO	Week	ARMED	9:30 AM	12:30 AM	15	3	45	\$ 25.98	\$ 1,169.10	13	\$ 15,198.30	585	
PATIO	Week	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 25.98	\$ 51.96	13	\$ 675.48	26	
PATIO	Week	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 23.98	\$ 863.28	13	\$ 11,222.64	468	
DO	Week	ARMED	1:00 PM	10:30 PM	9.5	1	9.5	\$ 25.98	\$ 246.81	13	\$ 3,208.53	123.5	
PATIO	SAT/SUN	ARMED	7:00 AM	8:00 AM	1	2	2	\$ 25.98	\$ 51.96	10	\$ 519.60	20	
PATIO	SAT/SUN	ARMED	8:00 AM	12:30 AM	16.5	3	49.5	\$ 25.98	\$ 1,286.01	10	\$ 12,860.10	495	
PATIO	SAT/SUN	ARMED	12:30 AM	1:30 AM	1	2	2	\$ 25.98	\$ 51.96	10	\$ 519.60	20	
PATIO	SAT/SUN	UNARMED	7:30 AM	1:30 AM	18	2	36	\$ 23.98	\$ 863.28	10	\$ 8,632.80	360	
DO	SAT/SUN	ARMED	11:00 AM	10:30 PM	11.5	1	11.5	\$ 25.98	\$ 298.77	10	\$ 2,987.70	115	
Total Amount												\$ 57,513.45	2,277.50

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

5100-49

\$141,713.05 for three years, \$253,323.70 with 2 (1) year options.

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. 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.

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> Absolute Security International, Inc., dba Absolute International Security		<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Lucy Lin , President/QM		
<i>Date Executed</i> June 28, 2016	<i>Executed in the County of</i> Los Angeles	

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 10288 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-

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

R-2-A-E-F-A

AGREEMENT NUMBER SA-193-16FT
REGISTRATION NUMBER

- 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
MOBILE MODULAR PORTABLE STORAGE
- The term of this Agreement is: **06/17/16** through **08/31/18** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$60,921.00 (3 years), \$114,062.14 (with two (1) year options)**
- 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 mobile unit rentals for OC Fair, Additional Scope of Work continued on page 2.	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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 - 11
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E - Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 - 14
Exhibit F – Mobile Unit Rental Schedule and Price	Pages 15 - 16

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"/> Exemplar per: 	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) MOBILE MODULAR PORTABLE STORAGE		
BY (Authorized Signature) <i>[Signature]</i>		DATE SIGNED (Do not type) JUL 1, 2016
PRINTED NAME AND TITLE OF PERSON SIGNING Dennis D'Assis, President, Western Division <i>DIRECTOR</i>		
ADDRESS 11450 Mission Blvd., Mira Loma, CA 91752 (951) 360-5152		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>		DATE SIGNED (Do not type) 7/16/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CEO, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide mobile Unit rentals according to floor plan requirements:
 - a. Floor plan Specifications are as follows:
 - Each Unit shall have at least one (1) door.
 - Each Office Unit must have keyed door locks.
 - Each Container Unit must be able to be pad locked. (the District will provide the lock)
 - Each Office Unit shall have HVAC (as specified in the table)
 - Each Unit shall have one (1) room (unless otherwise specified)
 - Units shall be in new or near new condition.
 - All units shall have electric hookups.
 - All units shall have seismic tie downs (if applicable)
 - The Units shall be itemized by type on all invoices submitted and shall reference the location for each unit.
 - Dimensions, additional specifications, location, delivery and pick-up dates are in the attached spreadsheet.
 - b. Delivery and Pick-up:

Pick-up and delivery shall take place at the dates in the attached spreadsheet. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m.; the delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.

DISTRICT AGREES:

1. To provide Contractor access for delivery, installation, and removal of the Units.
2. Except as otherwise stated herein, the District shall assume liability for all risk of loss or damage to the Units while Units are in the District's sole possession and agrees to indemnify and hold Contractor harmless for any such loss. Further, in the event any of the Units are lost, stolen, damaged beyond repair, or wholly destroyed, the rental for said Unit(s) shall cease and terminate as of the date of the event, accident or occurrence causing such loss or destruction and the District shall bear the responsibility for the replacement cost of lost Unit.
3. To pay Contractor a total amount not to exceed SIXTY THOUSAND SIXTY DOLLARS AND 50/100 (\$60,060.5) for three years, and ONE HUNDRED THIRTEEN THOUSAND TWO HUNDRED ONE DOLLARS AND 64/100 (113,201.64) with two (1) year option based upon the included Mobile Unit Price and Schedule provided herein as Exhibit F.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order. Invoice 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-



Digitally signed by
AGOR Legal - Adler
DN: cn=AGOR Legal,
Adler, o=AGOR,
email=3146.mcdowell@agor.com, c=US
Date: 2018.06.21 17:33:52
-0700



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).

1. 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 ^{reasonable} 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, but only to the extent caused by or resulting from the negligence or willful misconduct of Contractor and/or Contractor's employees, contractors, or Agents.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless Contractor and Contractor's respective agents, directors, and employees from and against ^{reasonable} 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, but only to the extent caused by or resulting from the negligence or willful misconduct of the District and/or District's employees, contractors, or Agents.

5. DISPUTES:

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

6. 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.

7. 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.)

8. 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).

9. 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.

10. 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.

11. TIMELINESS:

Time is of the essence in this Agreement.

12. 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.

13. GOVERNING LAW:

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.)

19. 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.

Contractor/Bidder Firm Name (Printed) MOBILE MODULAR PORTABLE STORAGE		Federal ID Number [REDACTED]
By (Authorized Signature) [Signature]		
Printed Name and Title of Person Signing DENNIS D ASSIS DIRECTOR - WESTERN DIVISION		
Date Executed JULY 1, 2016	Executed in the County of RIVERSIDE	

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:

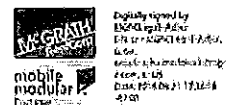
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-



EXHIBIT F – MOBILE UNIT RENTAL SCHULE AND PRICE

Category	Item Type	Quantity	Unit of Measure	Item Description	Location	Anticipated Number of Days Rented Annually	2016 Delivery	2016 Pick-Up
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office Unit w/ AC UNIT ON RIGHT (looking at door)	Exhibit Promenade	87	05/23/16	08/18/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/AC - Two window	Call Center (Near Admin)	92	05/23/16	08/23/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/ AC - Two Windows with Blinds	Badging Office - Campground Gate	77	06/01/16	08/17/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/ AC - Two Windows	Family Fair Way - Courtesy Booth	71	06/07/16	08/17/16
MOBILE UNIT	Container	1	EACH	8' x 20' Storage Container	Centennial Farm - Building #15 - Northeast Side	63	06/13/16	08/15/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay w/AC - Two Windows	Centennial Farm Gate	63	06/13/16	08/15/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/ AC Two Windows w/ Bars	Explosion - Tent	60	06/20/16	08/19/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/ AC	Pacific Amphitheatre - 3rd Base	53	06/24/16	08/16/16
MOBILE UNIT	Office	8	EACH	8' x 20' Security Office (2 equal rooms, 2 doors, AC) (A) OR 8' x 10' Open Bay Office Units (B)	Heritage Stage Dressing Rooms	41	07/02/16	08/12/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/AC (Bars on Windows)	TBD	48	07/05/16	08/22/16
MOBILE UNIT	Office	1	EACH	8' x 10' Open Bay Office w/ AC	Clowns - Gate 4-1/2	42	07/05/16	08/16/16
MOBILE UNIT	Container	1	EACH	8' x 10' Storage Container	Clowns - Gate 4-1/2	42	07/05/16	08/16/16
MOBILE UNIT	Office	4	EACH	8' x 10' Open Bay Office w/ AC	Entertainment - Gate 4-1/2	42	07/05/16	08/16/16
MOBILE UNIT	Office	1	EACH	8' x 10' Security Office	Entertainment - Gate 4-1/2	42	07/05/16	08/16/16
MOBILE UNIT	Container	1	EACH	8' x 10' Storage Container	Entertainment - Gate 4-1/2	42	07/05/16	08/16/16
MOBILE UNIT	Office	1	EACH	8' x 20' open bay office trailer	OC Connection - Memorial Way	44	07/05/16	08/18/16
MOBILE UNIT	Office	1	EACH	8' x 20' Open Bay Office w/AC - Two windows w/ blinds	Evaluators (Near Admin)	63	06/01/16	08/23/16



Digitally signed by
 Legal-Adm
 DN: cn=Legal-Adm,
 o=MEGATH RentCorp,
 email=legal@megathrent.com,
 c=US
 Date: 2016.06.21 17:38:54 -0700

EXHIBIT F – MOBILE UNIT RENTAL SCHEDULE AND PRICE (CONT.)

Mobile Unit Rentals													
MOBILE MODULAR				WINNING BIDDER: MOBILE MODULAR									
Contract Item Number of Days Rented Annually	2016 Delivery	2016 Pick Up	2016 Cost	Total 2016	2017 Cost	Total 2017	2018 Cost	Total 2018	2019 Cost	Total 2019	2020 Cost	Total 2020	
67	05/23/16	08/18/16	11.00	957.00	\$12.00	\$1,044.00	\$13.00	\$1,131.00	\$14.00	\$1,218.00	\$15.00	\$1,305.00	
68	05/23/16	08/23/16	11.00	1,012.00	\$12.00	\$1,104.00	\$13.00	\$1,196.00	\$14.00	\$1,288.00	\$15.00	\$1,380.00	
77	08/01/16	08/17/16	11.00	847.00	\$12.00	\$924.00	\$13.00	\$1,001.00	\$14.00	\$1,078.00	\$15.00	\$1,155.00	
71	08/07/16	08/17/16	11.00	781.00	\$12.00	\$852.00	\$13.00	\$923.00	\$14.00	\$994.00	\$15.00	\$1,065.00	
63	08/13/16	08/15/16	2.50	157.50	\$3.00	\$189.00	\$3.00	\$220.50	\$4.00	\$252.00	\$4.50	\$283.50	
63	08/13/16	08/15/16	11.00	693.00	\$12.00	\$758.00	\$13.00	\$819.00	\$14.00	\$882.00	\$15.00	\$945.00	
60	08/20/16	08/19/16	11.00	690.00	\$12.00	\$720.00	\$13.00	\$750.00	\$14.00	\$780.00	\$15.00	\$810.00	
63	08/24/16	02/16/16	11.00	593.00	\$12.00	\$616.00	\$13.00	\$639.00	\$14.00	\$672.00	\$15.00	\$705.00	
8 units	41	07/02/16	09/12/16	8.50	2,788.00	\$9.00	\$2,952.00	\$9.50	\$3,116.00	\$10.00	\$3,280.00	\$10.50	\$3,444.00
	48	07/05/16	09/22/16	11.00	538.00	\$12.00	\$576.00	\$13.00	\$624.00	\$14.00	\$672.00	\$15.00	\$720.00
	42	07/05/16	09/16/16	8.50	397.00	\$9.00	\$378.00	\$9.50	\$399.00	\$10.00	\$420.00	\$10.50	\$441.00
	42	07/05/16	09/16/16	2.25	94.50	\$2.50	\$105.00	\$2.75	\$115.50	\$3.00	\$126.00	\$3.25	\$136.50
4 units	42	07/05/16	09/16/16	8.50	1,428.00	\$9.00	\$1,512.00	\$9.50	\$1,596.00	\$10.00	\$1,680.00	\$10.50	\$1,764.00
	42	07/05/16	09/16/16	8.50	357.00	\$3.00	\$378.00	\$3.50	\$399.00	\$4.00	\$420.00	\$4.50	\$441.00
	42	07/05/16	09/16/16	2.25	94.50	\$2.50	\$105.00	\$2.75	\$115.50	\$3.00	\$126.00	\$3.25	\$136.50
	44	07/05/16	08/18/16	11.00	484.00	\$12.00	\$528.00	\$13.00	\$572.00	\$14.00	\$616.00	\$15.00	\$660.00
	63	08/01/16	08/23/16	11.00	\$13.00	\$12.00	\$995.00	\$13.00	\$1,079.00	\$14.00	\$1,162.00	\$15.00	\$1,245.00
Total with unit left blank (highlighted in blue)				Total Bid	\$ 11,734.50		\$13,755.00		\$14,775.50		\$15,796.00		\$16,816.50
Year				2016	2017	2018	2019	2020					
Delivery & Pick up charges				\$ 5,400.00	\$ 6,480.00	\$ 7,776.00	\$ 9,331.20	\$ 11,197.44					
Total yearly for Daily charge and delivery & Pick up				\$ 18,134.50	\$ 20,235.00	\$ 22,551.50	\$ 25,127.20	\$ 28,013.94					
FINAL CONTRACT PRICE FOR THREE YEARS (include daily charge, pick up and delivery)				\$ 60,921.00									
FINAL CONTRACT PRICE FOR FIVE YEARS (include daily charge, pick up and delivery)				\$ 114,062.14									
Note: 2015 prices for the first six (6) items and the last item identified in the table above will be adjusted based on actual days rental as agreed.													

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

R A F (initials)

CONTRACT NUMBER SA-195-16SP	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
 OO 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 Contractor. T-MOBILE - WEST T-Mobile West LLC, a Delaware limited liability company T-Mobile Site No. IE94489T
--	--

2. The agreement term is from 6/30/2016 through 08/17/2016

3. The maximum amount payable is **\$24,500.00 (CASH)**

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$24,500.00 CASH** (Attach list if applicable.)

4. Payment Terms:

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

6. 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
- Exhibit C – 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 QIA* _____ *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 7-8-16	CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) T-MOBILE - WEST T-Mobile West LLC, a Delaware limited liability company	DATE SIGNED <u>6/14/16</u>	DATE SIGNED <u>6/28/16</u>
BY (Authorized Signature) <i>[Signature]</i>	BY (Authorized Signature) <i>[Signature]</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Martha Ventura, Sr. Director		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 2008 McGaw Ave., Irvine, CA 92614 (909) 975-3604		

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 <i>[Signature]</i>	DATE SIGNED

Approved as to Form
[Signature] corporate counsel (c) 6/28/16



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. That space(s) shall be used for the following purpose only: Installation and maintenance of one (1) truck mounted temporary cellular communications tower and related equipment.
2. To install and calibrate all equipment prior to July 15, 2016.
3. To work with District on reasonable and pre-approved access to Contractor installed equipment for maintenance and calibration purposes only. Contractor must check-in with the OC Fair & Event Center Safety & Security office in order to be granted access.
4. Vehicles may not access the property during OC Fair hours, which are as follows: Wednesday through Friday from 12:00 p.m. – 11:00 p.m. and Saturday & Sunday from 10:00 a.m. – 11:00 p.m.
5. That all staff is properly uniformed with T-Mobile or Contractor attire and wear District issued badge at all times while on the property.
6. That all equipment and installation procedures must be pre-approved by the District and that generators must comply with District-approved noise levels.
7. To provide payment in the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00) as a site fee, due upon execution of this agreement. Payment in full must be received upon execution of this agreement.
8. Payments shall be remitted to the following address:
OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626
9. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Agency require the approval of the District prior to implementation.
10. To verify all Agency'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.
11. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.
14. To remove all equipment and related materials no later than 11:59pm on Tuesday, August 17, 2016.

DISTRICT AGREES:

1. To provide:
 - a. One (1) 20'x20' space at Davis Lot
2. To allow Contractor to install and maintain conduits, pipes, cables and wires as necessary to operate equipment with pre-approval from the District.
3. To provide a mutually-agreed number of credential badges and parking passes for working staff to access the property.

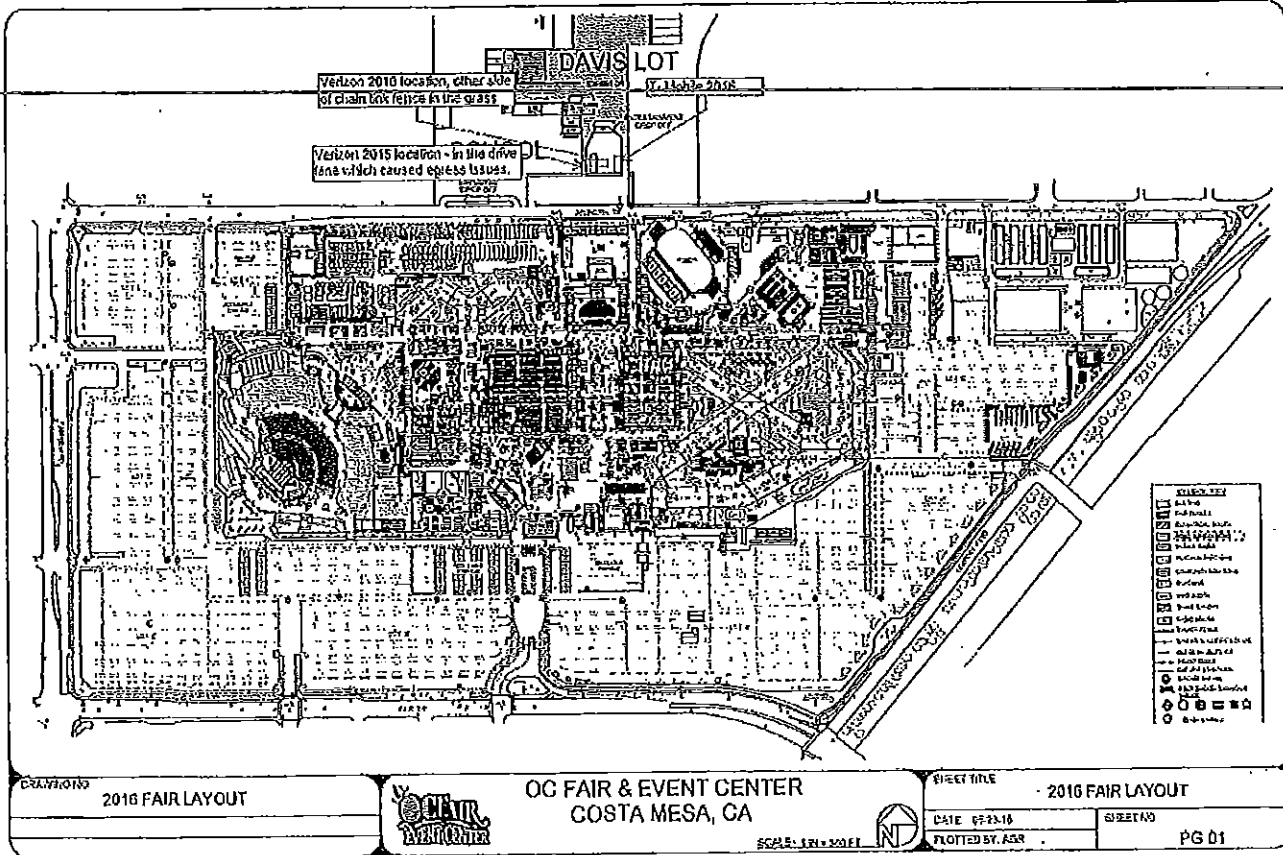




EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- 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 or 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

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 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.

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 (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 and (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 (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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

R A F

CONTRACT NUMBER SA-196-16SP	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 Contractor. MESA WATER DISTRICT
---	---

2. The agreement term is from 6/15/2016 through 08/15/2016

3. The maximum amount payable is **\$10,500.00 (CASH)**
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$10,500.00 CASH** (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
- Exhibit C – 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 7-8-16		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MESA WATER DISTRICT	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED <u>6-14-16</u>	BY (Authorized Signature) <i>Stacy Taylor</i>	DATE SIGNED <u>6-16-16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Stacy Taylor, Public & Government Affairs Manager	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1965 Placentia Avenue, Costa Mesa, CA 92627 (949) 631-1201	

FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 <i>[Signature]</i>	DATE SIGNED
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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. Mesa Water District to be Presenting Sponsor of the Information Booths and Guest Services at the 2016 OC Fair from July 15, 2016 – August 14, 2016.)
2. To provide payment in the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.)
 - 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 gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.

DISTRICT AGREES:

1. To provide Mesa Water District with Presenting Sponsorship of the Information Booths and Guest Services at the 2016 OC Fair.
2. To produce Sponsor name/logo in the following signage at all five (5) OC Fair Information Booths during the 2016 OC Fair (creative to be mutually designed and agreed upon by Sponsor's Ad agency and the District)(signage to be produced/installed by the District):
 - a. Four (4) 79"x18" Mesa Water District signs to be installed on all four (4) sides of each Information Booth
3. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines)
 - i. Specific inclusion in Wednesday's Daily Schedules where Water Wise Wednesday is mentioned
 1. Wednesday inclusion dates:
 - a. July 20, 2016
 - b. July 27, 2016
 - c. August 3, 2016
 - d. August 10, 2016
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue (pending deadline)
 - d. On the 2016 OC Fair Guest Services splash page
 - i. "Guest Services brought to you by Mesa Water District (logo and link to url provided by Sponsor)"
4. Distribution of Mesa Water District flyers promoting "Water Wise" events at all five (5) OC Fair Information Booths each Wednesday of the 2016 OC Fair:
 - a. Wednesday distribution dates:
 - i. July 20, 2016
 - ii. July 27, 2016
 - iii. August 3, 2016
 - iv. August 10, 2016
5. To provide the following hospitality benefits:
 - a. Twelve 2016 OC Fair Admission Tickets



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 or 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

~~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 Kiddle 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.

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 (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.

6. 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 and (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 (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-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

R. D. A. F.

AGREEMENT NUMBER SA-197-16FT
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
COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **06/01/16** through **09/30/16** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$365,000.00**

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 and coordinate traffic management services during the 2016 OC Fair. See page 2 for additional details. 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

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.) COSTA MESA POLICE DEPARTMENT		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6/21/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert N. Sharpnack, Chief of Police		
ADDRESS P.O Box 1200, Costa Mesa, CA 92626		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 6.16.16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for the 2016 OC Fair at the OC Fair and Event Center.
2. To attend a pre-Fair meeting with District staff in June 2016, a post-Fair meeting with District staff in September 2016, and other meetings during the 2016 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by Contractor and the District.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names/titles, shift start and end time, hours worked and employee's hour rate.
8. 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 notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of \$152.83 per service hour. Total amount not to exceed THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$365,000).
3. Payment will be made no more than thirty (30) days after satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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.

Contractor/Bidder Firm Name (Printed) City of Costa Mesa		Federal ID Number [REDACTED]
By (Authorized Signature) <i>Thomas R. Hatch</i>		
Printed Name and Title of Person Signing Thomas R. Hatch, City CEO		
Date Executed <i>7/11/16</i>	Executed in the County of Orange	

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-

AGREEMENT NUMBER SA-198-16PA
REGISTRATION NUMBER

- 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
CWV USA, INC. F/S/O UB40 FEAT. ALI CAMPBELL, ASTRO AND MICKEY VIRTUE
- The term of this Agreement is: **07/31/16** through **07/31/16** FED ID:
- The maximum amount of this Agreement is: **\$75,000.00**
- 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 “UB40” on stage at the Pacific Amphitheatre on Sunday, July 31, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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.) CWV USA, INC. F/S/O UB40 FEAT. ALI CAMPBELL, ASTRO AND MICKEY VIRTUE		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Justin Hill, Agent	TALENT AGENCY I.D. # 56599	
ADDRESS United Talent Agency 209 10th Avenue South Suite 511, Nashville, TN 37203 (310) 786-4802		
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	UB40 featuring Ali Campbell, Astro & Mickey Virtue	\$75,000
Support 1	English Beat	\$0
Support 2	TBD	\$0

Today's Date	1/28/16	Expiration Date	1/28/16	Revision Date	TBD
Performance Date	7/31/2016	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Nick Meinema	Agency	UTA/The Agency Group
Phone	615-564-2580	Email	nmeinema@theagencygroup.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$32.50	\$14,885.00
Orchestra 1	1,421	85	8	1,328	22.50	29,880.00
Orchestra 2	1,054	85	8	961	22.50	21,622.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	12.50	28,825.00
Terrace 2	2,796	100	14	2,682	12.50	33,525.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$128,737.50

Ticket Add-Ons						
Source	Per Ticket					
Fair Admission	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$75,000	\$75,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$165,500	\$165,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$75,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REQUEST ENGLISH BEAT AS SUPPORT. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Lisa Furr
 Talent Buyer

1/28/2016 15:52

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

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

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 31, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

SA-198-16PA

CWV USA, INC. F/S/O UB40 FEAT. ALI CAMPBELL, ASTRO AND MICKEY VIRTUE

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EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) 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/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

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

R. [Signature] CA [Signature] F. [Signature]

AGREEMENT NUMBER SA-199-16FT
REGISTRATION NUMBER

- 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
JOSH BARNETT PRODUCTIONS, INC. DBA LIGHTASMICI
- The term of this Agreement is: **6/16/16** through **08/15/16** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$21,983.00**
- 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 twinkle lights at the OC Fair & Event Center for the 2016 OC Fair. Additional Scope of Work continued on page 2.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
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 10 – 13
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 14 – 16

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.


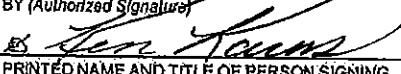
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) JOSH BARNETT PRODUCTIONS, INC. DBA LIGHTASMICI		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/1/2016	
PRINTED NAME AND TITLE OF PERSON SIGNING Josh Barnett, President		
ADDRESS 4725 Panama Lane D3-257, Bakersfield, CA 93313 (661) 900-7185		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7.7.16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To conduct all services, installations, and tear-downs between the hours of 7:00 a.m. and 3:00 p.m. PST on the following dates:

Item	Supplier	Category	Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delivery	Pick-Up	Preferred Delivery Time	Account	Price
A.	TERESA M.	TWINKLE LIGHTS	12	TREES	Double Strung Canopy of Lights Between 12 Elm Trees w/ Lights Strung Crisscross Across Roadway - BLUE & CLEAR		Crafter's Village	05/16/16	8/15/16	8:00-Noon	5220-64	\$ 1,465.00
B.	REYMUNDO	TWINKLE LIGHTS	10	TREES	Check Existing Lights in 12 Elm Trees	Check Existing Lights	Baja Blues Deck & Baja Lawn	06/16/16	8/15/16	No Preference	5220-63	\$ 4,112.00
C.	LOVE	TWINKLE LIGHTS	6	TREES	15' Coral Trees w/ Multi Trunks - CLEAR	Check Existing Lights	Main Gate (Turnaround)	06/16/16	8/15/16	No Preference	5220-51	\$ 4,935.00
D.	LOVE	TWINKLE LIGHTS	6	TREES	6 Elm Trees - WHITE	Check Existing Lights	Yellow Gate	06/16/16	8/15/16	No Preference	5220-50	\$ 2,625.00
E.	BARB G.	TWINKLE LIGHTS	8	TREES	30' Palm Trees Starting 12' Up to Top	Check Existing Lights	Centennial Farm - Pacific Amphitheatre Entrance	06/16/16	8/15/16	No Preference	5220-42	\$ 1,575.00
F.	BARB G.	TWINKLE LIGHTS			Outline Legs & Crossbars - 4 Spotlights on Windmill Blades	Check Existing Lights	Centennial Farm - Windmill	06/16/16	8/15/16	No Preference	5220-42	\$ 525.00
G.	BARB G.	TWINKLE LIGHTS			Outline Edge of Sign & 4 Legs w/ 4 Spotlights on Words	Check Existing Lights	Centennial Farm Sign	06/16/16	8/15/16	No Preference	5220-42	\$ 420.00
H.	AUDREY	TWINKLE LIGHTS	1	TENT	30' x 40' x 10' Canopy Frame Pole Wrap Including Top		Exhibit Promenade - Breezeway	06/16/16	8/15/16	No Preference	5220-80	\$ 687.00
I.	AUDREY	TWINKLE LIGHTS	2	TENT	30' x 60' x 10' Canopy Frame Pole Wrap Including Top		Exhibit Promenade - Breezeway	06/16/16	8/15/16	No Preference	5220-80	\$ 1,764.00
J.	JASON	TWINKLE LIGHTS	4	TREES	Check Existing Lights in 4 Trees	Check Existing Lights	Fair Square Park - Blue Gate	06/16/16	8/15/16	No Preference	5220-09	\$ 1,575.00
K.	JASON	TWINKLE LIGHTS	2	TREES	Wrap 2 trees with twinkle lights, 3,000 lights per tree		Country Meadows	06/16/16	8/15/16	No Preference	5220-09	\$ 2,300.00
TOTAL											\$21,983.00	

2. To provide lighting and light services as specified below:

A. Crafter's Village

Services:

Install and tear down the following lighted elements:

- i. Double strung canopy of lights created among twelve (12) elm trees with lights strung crisscross across the roadway
- ii. Twinkle lights to have blue and clear bulbs
- iii. 2,000 lights strung over roadway

LED Commercial Grade Total: \$1,465.00

B. Baja Blues Deck and Baja Lawn

Services:

Check and repair the following lighted elements:

- i. Twelve (10) Chinese elms

Heavy Duty Grade Total: \$4,112.00

C. Main Gate Parking Turnaround - Coral Trees

Services:

Check and repair the following lighted elements:

- i. Wrap six (6) – 15' coral trees
- ii. 3,000 lights per tree
- iii. 18,000 lights total

Heavy Duty Grade Total: \$4,935.00



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

D. Yellow Gate

Services:

Check and repair the following lighted elements:

- i. Six (6) elm trees with clear twinkle lights
- ii. 3,000 lights per tree
- iii. 18,000 lights total

Heavy Duty Grade Total: \$2,625.00

E. Centennial Farm - Pacific Amphitheatre Entrance

Services:

Check and repair the following lighted elements:

- i. Eight (8) – 30' palms: lighting starts 12' from tree base and spirals to top of tree
- ii. 1,500 lights per tree
- iii. 12,000 lights total

Heavy Duty Grade Total: \$1,575.00

F. Centennial Farm - Windmill

Services:

Check and repair the following lighted elements:

- i. Outline legs and crossbars and four (4) spotlights on windmill blades
- ii. 1,500 lights total

Heavy Duty Grade Total: \$525.00

G. Centennial Farm Sign

Services:

Check and repair the following lighted elements:

- i. Outline edge of sign, all four (4) sign legs, and spotlight on words

Heavy Duty Grade Total: \$420.00

H. Exhibit Promenade – Breezeway

Services:

Install and tear down the following lighted elements:

- i. Wrapping of canopies and poles in clear twinkle lights including top
- ii. One (1) - 30' x 40' x 10' Canopy

LED Commercial Grade Total: \$687.00



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

I. Exhibit Promenade – Breezeway

Services:

Install and tear down the following lighted elements:

- i. Wrapping of canopies and poles in clear twinkle lights including top
- ii. Two (2) - 30' x 60' x 10' Canopies

LED Commercial Grade Total: \$1,764.00

J. Fair Square Park – Blue Gate

Services:

Check and repair the following lighted elements:

- i. Four (4) trees

Heavy Duty Grade Total: \$1,575.00

K. Country Meadows

Services:

Install and tear down the following lighted elements:

- i. Wrap 2 trees with twinkle lights.
- ii. 3,000 lights per tree.

Heavy Duty Grade Total \$2,300

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 termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.
4. The Contractor must follow the District's Health and Safety Policy and Procedure and other guidelines when using the District's lift and any other equipment.

DISTRICT AGREES:

1. To provide 60' manlift for twinkle light installation.
2. To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND NINE HUNDRED EIGHTY THREE DOLLARS (\$21,983.00) based upon the rates outlined and as shown in the Contractor's proposal dated June 6, 2016, and June 27, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper Invoice.

Invoice shall be itemized and contain the District's Purchase Order (PO) number. Invoice 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.



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.)
- 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

Contractor/Bidder Firm Name (Printed) Josh Barnett Productions, Inc.		Federal ID Number [REDACTED]
By (Authorized Signature) Josh Barnett		
Printed Name and Title of Person Signing Josh Barnett President		
Date Executed 7/1/2016	Executed in the County of Kern	

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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 Kiddle Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbltrons, 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 *[Signature]* F *[Signature]*

AGREEMENT NUMBER SA-200-16PA
REGISTRATION NUMBER

- 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
~~THE CHURCH BAND PTY LTD F/S/O THE CHURCH~~ **THE CHURCH USA LLC** *llc*
- The term of this Agreement is: **07/17/16** through **07/17/16** **FED** [REDACTED]
- The maximum amount of this Agreement is: **\$25,000.00**
- 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 Church" on stage at the Pacific Amphitheatre on Sunday, July 17, for the 2016 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.6 - §1700.22).	
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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 *llc*

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.) THE CHURCH BAND PTY LTD F/S/O THE CHURCH THE CHURCH USA LLC		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/14/16	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Ryan Farlow, Agent	TALENT AGENCY I.O. #	
ADDRESS The Windish Agency 1658 N. Milwaukee Ave. #211, Chicago, IL 60647 (773) 489-3600		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/15/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		<input type="checkbox"/> Exempt per:
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	The Psychedelic Furs	
Support 1	The Church	\$25,000
Support 2	The Fixx	\$0

Today's Date	2/23/16	Expiration Date	3/10/16	Revision Date	TBD
Performance Date	7/17/2016	Performance Time		Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Ryan Farlow	Agency	The Windish Agency
Phone	773-489-3500	Email	farlow@windishagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$35.50	\$16,259.00
Orchestra 1	1,421	85	8	1,328	28.00	37,184.00
Orchestra 2	1,054	85	8	961	20.50	19,700.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	13.00	29,978.00
Terrace 2	2,796	100	14	2,682	5.50	14,751.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$117,872.50

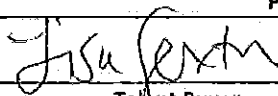
Ticket Add-Ons				
Source	Per Ticket			
Fair Admission	\$12.00			
Facility Fee	\$5.00			

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	25,000	25,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$115,500	\$115,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$25,000 flat for The Church to support The Psychedelic Furs, The Fixx to open. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. OFFER CONTINGENT UPON THE PSYCHEDELIC FURS AND THE FIXX CONFIRMATION. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 20 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: paramp.com/pa/production/index.asp. Username: paramp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 6/7/2016 11:17
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 17, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 17, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-201-16PA	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. TIMOTHY JOHNSON F/S/O MIDNIGHT HOUR
---	---

2. The agreement term is from **08/07/16** through **08/07/16**

3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **1,000.00** (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) TIMOTHY JOHNSON F/S/O MIDNIGHT HOUR			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING Timothy Johnson			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 250 S. Myrtle Ave. Tustin, CA 92780 (714) 401-5294, tjaudioworks@gmail.com			
FUND TITLE Operating	ITEM 5790-72	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 the performance group "Midnight Hour" on Sunday, August 7, 2016 in support of Train.
- B. To perform one (1) 35 minute set on Pacific Amphitheatre stage beginning at 7:30 p.m.
- C. 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.
- 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 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:

- A. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of work herein required on Sunday, August 7, 2016
- B. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
- C. To provide box office, ticket takers, security, usher staff and concessions.
- D. To provide a dressing room trailer in the backstage area.
- E. To provide complimentary parking and admission for performer, crew and management only.
- F. To provide ten (10) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.
- G. 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 #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 7, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 7, 2016 if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

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 Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

314552077.1

-End Exhibit F-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-202-16PA	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. KATASTRO LLC F/S/O KATASTRO
--	---

2. The agreement term is from 07/10/16 through 07/10/16

3. The maximum amount payable is \$ 2,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,500.00 (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) KATASTRO LLC F/S/O KATASTRO			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Bryan Sandell, Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL Katastro LLC 1927 Curtis Ave. Redondo Beach, CA 90278 (310) 256-7546			
FUND TITLE Operating	ITEM 5790-72	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 <input checked="" type="checkbox"/>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Iration	\$0
Support 1	Collie Buddz	\$0
Support 2 + 3	Katastro	\$2,500

Today's Date	2/25/16	Expiration Date	3/5/16	Revision Date	TBD
Performance Date	7/9/16	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jared Segawa	Agency	Manager
Phone	310.256.7546	Email	jaredsegawa@gmail.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$48.00	\$21,984.00
Orchestra 1	1,421	85	8	1,328	40.50	53,784.00
Orchestra 2	1,054	85	8	961	33.00	31,713.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	25.50	58,803.00
Terrace 2	2,795	100	14	2,682	18.00	48,276.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$214,560.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	2,500	2,500
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$93,000	\$93,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$2,500 flat for Katastro. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 12 orchestra level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$5,000 for all performers versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

 Talent Buyer
 3/1/2016 16:38

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 10, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 10, 2016, if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-203-16PA	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. RICKY ALANIZ, JR F/S/O THE STEPPAS
--	--

2. The agreement term is from 07/09/16 through 07/09/16

3. The maximum amount payable is \$ 3,750.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 3,750.00 (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) RICKY ALANIZ, JR F/S/O THE STEPPAS			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Jared Segawa, Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL Cornerstone Management 1927 Curtis Ave. Redondo Beach, CA 90278 (310) 256-7546 jaredsegawa@gmail.com			
FUND TITLE Operating	ITEM 5790-72	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Iration	\$0
Support 1	Rebel Souljahz	\$0
Support 2 + 3	The Steppas	\$3,750

Today's Date	2/29/16	Expiration Date	3/1/16	Revision Date	TBD
Performance Date	7/9/16	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jared Segawa	Agency	Manager
Phone	310.256.7546	Email	jaredsegawa@gmail.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$48.00	\$21,984.00
Orchestra 1	1,421	85	8	1,328	40.50	53,784.00
Orchestra 2	1,054	85	8	961	33.00	31,713.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	25.50	58,803.00
Terrace 2	2,796	100	14	2,682	18.00	48,276.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$214,560.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	3,750	3,750
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$94,250	\$94,250



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$3,750 flat for The Steppas. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 12 orchestra level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. * The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$5,000 for all performers versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Talent Buyer	Artist Representative
2/29/2016 14:35	Date
Date	Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 9, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 9, 2016, if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-204-16PA	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. SEEDLESS BAND F/S/O SEEDLESS
---	--

2. The agreement term is from 07/10/16 through 07/10/16

3. The maximum amount payable is \$ 2,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,500.00 (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) SEEDLESS BAND F/S/O SEEDLESS			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Brendon Davis, Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL Seedless Band 24816 Walnut Creek Circle, Murrieta, CA 92562 (951) 760-9346 brendondtdavis@gmail.com			
FUND TITLE Operating	ITEM 5790-72	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Iration	\$0
Support 1	Collie Buddz	\$0
Support 2 + 3	TBD / Seedless	\$2,500

Today's Date	2/25/16	Expiration Date	3/12/16	Revision Date	TBD
Performance Date	7/10/16	Performance Time	TBD	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Jared Segawa	Agency	Manager
Phone	310.256.7546	Email	jaredsegawa@gmail.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$48.00	\$21,984.00
Orchestra 1	1,421	85	8	1,328	40.50	53,784.00
Orchestra 2	1,054	85	8	961	33.00	31,713.00
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,416	100	10	2,306	25.50	58,803.00
Terrace 2	2,796	100	14	2,682	18.00	48,276.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$214,560.00

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	2,500	2,500
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$93,000	\$93,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$2,500 flat for Seedless. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 12 orchestra level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as GroupOn, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%. • The venue will be replacing all seats prior to the 2016 season. ADA requirements must be considered, so it is possible that the capacity could change +/- 20 seats.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$5,000 for all performers versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

 Talent Buyer
 2/26/2016 10:32

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 10, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 10, 2016, if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground-transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

AGREEMENT NUMBER SA-205-16PA
REGISTRATION NUMBER

- 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
PACIFIC SYMPHONY
- The term of this Agreement is: **07/14/16** through **07/14/16** FED ID:
- The maximum amount of this Agreement is: **\$55,000.00**
- 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 “Pacific Symphony” on stage at the Pacific Amphitheatre on Thursday, July 14, for the 2016 OC Fair. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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) <input type="checkbox"/> Exhibit - D* Special Terms and Conditions	Pages 9 – 12
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc) PACIFIC SYMPHONY	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING John Forsythe, President	TALENT AGENCY I.D. #
ADDRESS 3631 S. Harbor Boulevard, Suite 100, Santa Ana, CA 92704 (714) 755-5788	
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	

California Department of General Services Use Only

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide the performance group Pacific Symphony on Thursday, July 14, 2016 accompanying the performance group Three Dog Night beginning at 8:00 p.m.
- B. Catering is capped at \$5,000. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole discretion of the Contractor.
- C. There is a strict 10:00 p.m. curfew imposed by the State of California. Contractor assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew.
- 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 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:

- A. To pay Contractor a total sum not to exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) upon satisfactory completion of work herein required on Thursday, July 14, 2016
- B. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
- C. To provide box office, ticket takers, security, usher staff and concessions.
- D. To provide a dressing room trailers in the backstage area.
- E. To provide complimentary parking and admission for performers, crew and management only.
- F. To provide thirty (30) complimentary Orchestra level and twenty (20) terrace level performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking. Complimentary tickets can be arranged through the Production Manager on the performance day.
- G. 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 #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Thursday, July 14, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Thursday, July 14, 2016, if a fully signed contract and other required documents have not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is required to withhold seven percent (7%) of payments to *non-resident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

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 Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

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

R A F

AGREEMENT NUMBER SA-206-16PA
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

SWEET AND TENDER HOOLIGANS, LLC F/S/O SWEET AND TENDER HOOLIGANS

2. The term of this Agreement is: **07/23/16** through **07/23/16** FED ID:

3. The maximum amount of this Agreement is: **\$8,500.00 (\$7,500.00 FLAT plus \$1,000.00 bonus upon sell 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 present “Sweet and Tender Hooligans” on stage at the Pacific Amphitheatre on Saturday, July 23, 2016. Performance/Offer Sheet attached hereto as part of this agreement. Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	Page 1 Pages 2 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
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 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 18

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) SWEET AND TENDER HOOLIGANS, LLC F/S/O SWEET AND TENDER HOOLIGANS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Stormy Vehnekamp, Agent	TALENT AGENCY I.D. #	
ADDRESS Leave Home Booking 5406 W. 11000 N. Suite #103-314, Highland, UT 84003 (801) 216-4666		
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 or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Co-Headliner	Sweet and Tender Hooligans	\$7,500
Co-Headliner	Strangelove	
Support 2	TBD	\$0

Today's Date	10/23/15	Expiration Date	10/23/15	Revision Date	TBD
Performance Date	7/23/2016	Performance Time	7:15PM	Doors Open	TBD
	TBD	Co-headline start	7:15PM	Co-headline start	8:50PM
Presale Date	TBD	Public Sale Date	TBD	Curfew	10:15PM

Agent / Agency Contact Information			
Agent	Stormy Vehnekamp	Agency	Leave Home Booking
Phone	801-216-4666	Email	stormy@leavehomebooking.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$8.00	\$3,664.00
Orchestra 1	1,421	85	8	1,328	3.00	3,984.00
Orchestra 2	1,054	85	8	961	3.00	2,883.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	-2.00	-4,612.00
Terrace 2	2,796	100	14	2,682	-2.00	-5,364.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$555.00

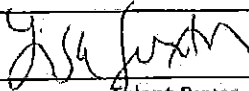
Ticket Add-Ons						
Source	Per Ticket					
Fair Admission	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$7,500	\$7,500
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$98,000	\$98,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$7,500 flat for Sweet and Tender Hooligans to co-headline with Strangelove plus \$1,000 bonus at sellout. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. CONTINGENT UPON SWEET AND TENDER HOOLIGANS CO-BILL. MUTUALLY AGREED UPON SATURDAY. STRANGELÖVE TO CLOSE. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. MAY 22 SWEET AND TENDER HOOLIGAN LA PLAY OK AS LONG AS IT DOES NOT IMPACT ON SALE FOR THIS EVENT. TARGET PRESALE/ONSALE EARLY/MID FEB 2016. BOTH ACTS PERFORM 75 MIN SETS. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 25 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as, but not limited to, Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$2500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:15 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 6/16/2016 11:14
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 23, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 23, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 noni-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:

(909) 821-3157

ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:

(818) 482-0193

audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force

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SWEET AND TENDER HOOLIGANS, LLC F/S/O SWEET AND TENDER HOOLIGANS

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EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event”), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

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

R A F

AGREEMENT NUMBER SA-207-16PA
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
THE AQUABATS MUSIC F/S/O THE AQUABATS

2. The term of this Agreement is: **08/12/16** through **08/12/16** FED ID:

3. The maximum amount of this Agreement is: **\$15,000.00**

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 Aquabats” on stage at the Pacific Amphitheatre on Friday, August 12, 2016. Page 1
- Performance/Offer Sheet attached hereto as part of this agreement. Pages 2 – 3
- Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).
- Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12
- Exhibit - D* Special Terms and Conditions
- Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement) Pages 13 – 16
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement) Pages 17 – 18

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) THE AQUABATS MUSIC F/S/O THE AQUABATS		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Stormy Vehnekamp, Agent	TALENT AGENCY I.D. #	
ADDRESS Leave Home Booking 5406 W. 11000 N. Suite #103-314, Highland, UT 84003 (801) 216-4666		
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 or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	The B-52's	
Support 1	The Aquabats	\$15,000
Support 2	TBD	\$0

Today's Date	2/8/16	Expiration Date	2/8/16	Revision Date	TBD
Performance Date	8/12/2016	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Stormy Vehnekamp	Agency	Leave Home Booking
Phone	801-216-4666	Email	stormy@leavehomebooking.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$33.00	\$15,114.00
Orchestra 1	1,421	85	8	1,328	25.50	33,864.00
Orchestra 2	1,054	85	8	961	18.00	17,298.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	10.50	24,213.00
Terrace 2	2,796	100	14	2,682	3.00	8,046.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$98,535.00

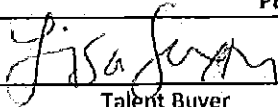
Ticket Add-Ons			
Source	Per Ticket		
Fair Admisslon	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	15,000	15,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$105,500	\$105,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$15,000 flat to support The B-S2's. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house net includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 6/16/2016 11:16
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, August 12, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, August 12, 2016 if a fully signed contract and other required documents have not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

R. [Signature] F. [Signature]

AGREEMENT NUMBER SA-210-16FT
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
EVENTCORP SERVICES, INC.

2. The term of this Agreement is: **07/15/16** through **08/31/16** FED ID: [REDACTED]

3. The maximum amount of this Agreement is: **\$30,000.00**

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 freestanding kiosk survey development and implementation services at the OC Fair & Event Center for the 2016 OC Fair. Additional Scope of Work continued on page 2. Pages 2 – 6

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 7


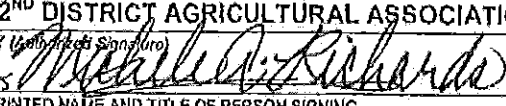
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 12 – 15
 Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 16 – 18

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.) EVENTCORP SERVICES, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/22/2016	
PRINTED NAME AND TITLE OF PERSON SIGNING Omar Mawjee, CEO/Owner		
ADDRESS 7931 152nd Avenue NE, Redmond, WA 98052 (866) 469-7250		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-23-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide freestanding kiosk survey development and implementation services at the OC Fair & Event Center for the 2016 OC Fair.
2. The survey period shall take place for a minimum of two (2) consecutive weeks, from July 27, 2016 – August 7, 2016. The survey shall be administered during the following times:
 - Wednesdays – Fridays: 2:00 p.m. – 8:00 p.m.
 - Saturdays and Sundays: Noon – 8:00 p.m.
 - (Closed Mondays & Tuesdays)
3. In addition to the scope provided herein, Contractor shall provide kiosk survey development, implementation and equipment as detailed in Contractor's proposal dated July 12, 2016.
4. Survey Development & Capability Requirements:
 - a. To develop a bilingual (English and Spanish) survey questionnaire based on the District's objectives. Spanish translation of the survey is the responsibility of the Contractor. Contractor must be capable of providing guidance to the District regarding preparation, wording and subject of questions for the patron survey.
 - b. The survey shall consist of no less than fifteen (15) but no more than twenty (20) questions in both English and Spanish text, and it shall take no more than four (4) minutes for a guest to complete.
 - c. The survey shall be capable of processing/storing an average of 800+ responses per day, allowing for a statistically significant sample size.
 - d. To amend the survey questionnaire (add, hide, unhide, or substitute questions) at any time during the period of data collection if required by District.
 - e. To provide a minimum of ten (10) fully operational survey kiosks, as well as a minimum of two (2) additional kiosks as back-up. A minimum of two (2) survey kiosks must comply with ADA accessibility requirements. Contractor shall be responsible for ensuring ten (10) kiosks are operable at all times during the required survey hours.
 - f. Survey kiosks must be free-standing and portable such that they are able to be moved at a moment's notice. Equipment must be cordless to ensure the safety of District's patrons. Survey kiosks must be equipped to handle both indoor and outdoor elements.
 - g. Survey kiosks are to be placed in key areas of the OC Fair (i.e. Carnival, Centennial Farm, Main Mall, etc.). Kiosk locations will be determined by the District's Marketing Department.
 - h. Equipment must convey a quality image. Equipment shall be clean with no rust; visible tape, tape residue, or any other unsightly remnants; and must be free of fading or scuffs.
 - i. Contractor is responsible for supplying all equipment necessary to make the survey system is whole and fully functional and for the fulfillment of the scope described herein. The cost for equipment as well as costs associated with equipment must be paid solely by Contractor. All equipment must be approved by District prior to Contractor's arrival.
 - j. To conduct a final review of the data collection plan and to install all survey equipment in their assigned locations no later than Tuesday, July 26, 2016.
 - k. The District is not responsible for Contractor's lost and/or stolen equipment.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

3. Staffing Requirements:

- a. For the duration of the survey project, a Project Manager and one alternative main point of contact must be available by phone Wednesday through Sunday from 9:00 a.m. to 9:00 p.m. in case of emergency.
- b. Project Manager will report directly to the Marketing Department.
- c. Project Manager and Contractor, if different, must be available for pre-event and walk-through meetings. Specific meeting and walk-through dates shall be mutually determined by Contractor and the District.
- d. To provide a Project Manager or an appointed onsite Survey Attendant who shall be present during the time in which the survey project is taking place. Contractor's personnel fulfilling this function must be bilingual (English/Spanish) and solely dedicated to the District during the OC Fair hours of operation for the duration of the survey project. The personnel must also possess strong interpersonal/customer service skills to enable him/her to assist and/or encourage patrons to participate in the survey.
- e. Contractor shall have a staffing plan in place such that Contractor is capable of keeping the bilingual Attendant position fully staffed in the event of Attendant illness or absence.
- f. Contractor and Contractor's staff are expected to be self-sufficient while conducting their onsite survey role so as to minimize a need for District staff to manage resources.
- g. 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.
- h. To assume all responsibility for any sub-contractor and/or employees, whether paid or unpaid, including but not limited to, Megan's Law Screenings, as well as issuing payment for services in a timely manner and according to Federal wage laws.

4. Deliverables & Reporting Requirements:

- a. Contractor shall submit daily reports which provide both the daily survey averages as well as a detailed daily survey report by respondent. Reports must be received in both PDF and Excel forms. Prior day's reports must be received by 9:00 a.m. the following day.
- b. Within five (5) days of the conclusion of the Survey Project, Contractor shall supply a minimum of five (5) completed hard copies of survey results and completed electronic Excel and PDF versions on a flash drive. The final report must include the following:
 - Introduction of project noting research objectives, methodology, margin of error and data cleansing;
 - An executive summary of results;
 - Frequency distribution of all responses to every question by category;
 - Comparison of response to like-questions;
 - Cross tabulations;
 - Charting and graphing of top-line data;
 - Customer comments arranged by topic;
 - Questionnaires – survey in both English and Spanish;
 - Sample survey screen shots; and
 - Respondents' place of residence, zip code maps and listings.
- c. An accessible qualified representative must be available to consult with District personnel to review results and provide response(s) to tabulation inquiries.
- d. To make the survey available online for ten (10) days following the end of the 2016 OC Fair, should the District elect to send survey requests utilizing District's email database. Online survey questions shall be pre-approved by the District.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

5. Rights & Ownership:

- a. Contractor understands and agrees the District retains the rights, title, and interest in and to the all content and/or data collected in the fulfillment of this Scope of Work. Further, Contractor shall not release, in part or in whole, any content and/or data collected as a result of or related to information from the survey without the expressed written consent of the District.
- b. The District retains the right to resell all or part of the survey service to third parties and allow questions to be included within the questionnaire to collect data for third party utilization (Example: event sponsors).
- c. All marks, logos, and branded materials supplied by the District shall remain the sole property of the District (or Sponsor as applicable) and shall not be used without District's express written consent.
- d. The terms of the "rights and ownership" detailed herein shall survive the termination of any Agreement between the District and the Contractor.

6. Rates/Pricing:

- a. Contractor shall provide kiosk survey development and implementation services from July 27, 2016 – August 7, 2016 at the costs provided in Contractor's proposal dated July 12, 2016, which is not to exceed thirty thousand dollars (\$30,000.00), and according to the following rate schedule:

Effort Type - Equipment Rental	Flat Rate	TOTAL COST
Equipment Rental (10 survey kiosks and all associated equipment)	\$6,000.00	\$6,000.00
Back-Up Survey Kiosks	Included In Flat Rate Equipment Rental	Included In Flat Rate Equipment Rental
<i>Equipment Rental Cost for Optional Additional Survey Week</i>	\$2,000.00	\$2,000.00
Effort Type - Labor (Onsite Survey Development, Onsite Survey Attendant, Onsite Program Manager, Deliverables, and Meetings)	Flat Rate	TOTAL COST
Labor (inclusive of all labor, survey development, Survey Attendant, Program Manager and any other staff utilized to conduct daily onsite survey services, post-survey deliverables, and meetings required in the fulfillment of this scope)	\$22,000.00	\$22,000.00
<i>Labor Cost for Optional Additional Survey Week</i>	\$5,300.00	\$5,300.00
OPTIONAL		
Effort Type - Labor (Email Survey Development, Deliverables, & Meetings)	Flat Rate	TOTAL COST
Labor (inclusive of all labor, survey development, post-survey deliverables, and meetings required in the fulfillment of this scope using District database)	\$2,000.00	\$2,000.00

7. Special Terms and Conditions

- a. Right to Replace/Dismiss:
 Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing.

Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth herein.

b. Gifts or Gratuities:

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

c. Megan's Law Certification:

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states.

d. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

8. 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 access to District property to conduct the survey, including working credentials and two (2) parking permits for Contractor's personnel.
2. To provide electronic graphic image files and graphic guides for inclusion and implementation in the survey questionnaire and signage.
3. To provide internet connectivity and a secure on-site storage for Contractor's equipment used to conduct the survey during the survey period, including a/c power supply for overnight recharging of data collection devices.
4. To pay Contractor a total sum not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) upon completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-15

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. Survey period; and
4. Itemization of costs, including fees for the survey development, deliverables, and onsite meetings as well as the flat fee for all equipment.

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.



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.)
- 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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).)

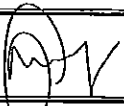
-End Exhibit C-



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> OMAR MAWJEE/ EVENTCORP SERVICES, INC.		<i>Federal ID Number</i> [REDACTED]
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> OMAR MAWJEE, CEO/OWNER		
<i>Date Executed</i> JULY 22, 2016	<i>Executed in the County of</i> KING COUNTY, WASHINGTON	

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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/Sub-lessor 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)

RSA AQA F. N. W.

AGREEMENT NUMBER SA-211-16FT
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
JOHN MASTRI

2. The term of this Agreement is; **06/28/16** through **08/17/16** FED ID: [REDACTED]

3. The maximum amount of this Agreement is: **\$20,000.00**

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 an immersive interactive video experience for the 2016 OC Fair. See Page 2 for additional Scope of Work. Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12
 Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

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	
CONTRACTOR'S NAME (if other than an Individual, state whether a corporation, partnership, etc.) JOHN MASTRI	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-20-16
PRINTED NAME AND TITLE OF PERSON SIGNING John Mastri	
ADDRESS 615 W 17th St., Costa Mesa, CA 92627 (562) 756-0785; john.mastri@gmail.com	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7-23-16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Business Development	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	

California Department of General Services Use Only

Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide exhibition-ready artwork to fill sixteen (16) cubic feet of floor space for the installation and display of an Immersive interactive video experience in the Visual Arts Gallery from July 15 – August 14 at the 2016 OC Fair.
- B. To work with District-appointed staff for approval of a Fair-friendly concept and dimensioned drawings for a cube display structure.
- C. To provide a working proof of concept of the programmed animation component on the cube display structure.
- D. To provide a working projection mapped programmed animation on the cube display structure.
- E. To provide working interior photo booth and interior motion traced interactive projections.
- F. To provide final working exterior and interior displays with photo approval system at front desk, which shall include varying operation modes of the exterior projection mapping on the cube such as face animation mode and ambient display/party mode.
- G. To provide coding/software programming for animation of the video projections.
- H. To provide hardware to make the exhibit functional, including, but not limited to, computers, projectors, cables, and a camera for the photo booth.
- I. To provide schematics and building plans for creation of the cube display structure.
- J. To provide a cabinet for the photo booth device.
- K. To deliver artwork to the Visual Arts Gallery between June 28 – July 13, 2016. Contractor shall work with District staff to determine a mutually agreeable time of delivery.
- L. To pick up artwork from the Visual Arts Gallery between August 15 – August 17, 2016. Contractor shall work with District staff to determine a mutually agreeable pick-up time. The District will not be held liable for any artwork that is not removed by Wednesday, August 17, 2016.
- M. To provide a checklist of loaned artwork, which shall include the following information:
 - Title;
 - Medium;
 - Date;
 - Sale price; and
 - Insurance value.
- N. To provide an artist statement, CV, Title of Exhibit, photograph of the artist for publication and high resolution photo(s) of artwork.
- O. To provide detailed instructions for creation and installation of artwork.
- P. To be available and on-call 24/7 for any technical troubleshooting and to maintain working order of the exhibit throughout the duration of the 2016 OC Fair.
- Q. To maintain insurance for artwork and hardware.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

- R. 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.
- S. The District reserves the right to terminate any contract, at any time by giving 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 create the display structure and install the artwork in the Visual Arts Gallery according to the instructions provided by Contractor.
- B. To exhibit the artwork from July 15 – August 14 at the 2016 OC Fair.
- C. To de-install the artwork on Monday, August 15, 2016.
- D. To properly label all exhibited artwork.
- E. To provide a printed wall statement and title wall graphic.
- F. To provide Contractor with purchase request information from OC Fair patrons.
- G. To provide Contractor with necessary parking and admission credentials.
- H. To provide Special Event Liability Insurance (SELI), which will satisfy Exhibit E – Insurance Requirements, attached hereto and incorporated herein.
- I. To pay Contractor a total sum not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) upon satisfactory completion of services herein required and receipt of proper invoices according to the schedule outlined in Exhibit B.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-84

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) upon satisfactory completion of services herein required and receipt of proper invoices according to the following payment milestone schedule:

Payment Schedule:

1. Upon Contract Execution:
 - a. Payment shall be FOUR THOUSAND DOLLARS (\$4,000.00) for pre-approved fair-friendly concept and dimensioned drawings for the display structure.
 - b. Contractor shall submit invoice upon contract execution.
2. Upon Contract Execution
 - a. Payment shall be FOUR THOUSAND DOLLARS (\$4,000.00) for working proof of concept of the programmed animation component on the cube structure.
 - b. Contractor shall submit invoice upon contract execution.
3. Friday, July 8, 2016
 - a. Payment shall be FOUR THOUSAND DOLLARS (\$4,000.00) for the working projection mapped programmed animation on the cube structure.
 - b. Contractor shall submit invoice on Tuesday, July 5, 2016.
4. Thursday, July 14, 2016
 - a. Payment shall be FOUR THOUSAND DOLLARS (\$4,000.00) for working interior photo booth and interior motion traced interactive projections.
 - b. Contractor shall submit invoice on Monday, July 11, 2016.
5. Sunday, August 14, 2016
 - a. Payment shall be FOUR THOUSAND DOLLARS (\$4,000.00) for final working exterior and interior displays with photo approval system at front desk; different operation modes of the exterior projection mapping on the cube, including face animation mode and ambient display /party mode.
 - b. Contractor shall submit invoice on Monday, August 8, 2016.

Invoice Instructions:

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. Contracted payment date; and
4. Itemization of costs and fees required for each payment milestone.

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.

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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
John Mastri		[REDACTED]
By (Authorized Signature)		
[Signature]		
Printed Name and Title of Person Signing		
John Mastri, artist		
Date Executed	Executed in the County of	
7-20-10	Orange	

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, Orbltrons, 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-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

Ryan A. Moore (Signature)
 FEDERAL TAXPAYER ID. NUMBER

CONTRACT NUMBER SA-212-16SP	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 Contractor. LOS ANGELES TIMES/DAILY PILOT
---	---

2. The agreement term is from 07/01/2016 through 08/16/2016

3. The maximum amount payable is \$87,801 (TRADE), \$10,000 (CASH-SPONSORSHIP), \$8,000 (CASH-PREMIUM SPACE)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$87,801 (TRADE), \$10,000 (CASH-SPONSORSHIP), \$8,000 (CASH-PREMIUM SPACE)
 (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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.ois.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.) LOS ANGELES TIMES, DAILY PILOT	BY (Authorized Signature) <i>Kathy Kramer</i>	BY (Authorized Signature) <i>Cheryl Fox</i>
DATE SIGNED 7/5/16	DATE SIGNED 6/23/16	PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, OMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Cheryl Fox, Director Advertising (213) 237-6051
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 202 W. First Street, Los Angeles, CA 90012		

FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>					DATE SIGNED

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



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. Los Angeles Times/Daily Pilot to be Presenting Sponsor of the Action Sports Arena and Hangar Building as well as a Sponsor of the Pacific Amphitheatre at the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To provide payment in the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000) as a fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.)
 - 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 trade value of EIGHTY SEVEN THOUSAND EIGHT HUNDRED AND ONE DOLLARS (\$87,801) to the District.
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To verify all Sponsor'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.
7. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
8. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
9. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.
14. To provide the District with advertising in Los Angeles Times Media Group publications to promote the Summer Concert Series as outlined here-in:
 - a. Three (3) full page color ads in LA Times, "Art & Books" section.
 - i. July 3, 2016 – Sunday Calendar
 - ii. July 10, 2016 – Sunday Calendar
 - iii. July 17, 2016 – Sunday Calendar



15. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Los Angeles Time/Daily Pilot with Presenting Sponsorship of the Action Sports Arena and Hangar Building at the 2016 OC Fair.
2. To acknowledge Sponsor as a Sponsor of the Pacific Amphitheatre at the 2016 OC Fair.
3. To produce Sponsor name/logo in the following signage at The Hangar during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. Two (2) signs over each digital board outside of The Hangar.
 - b. Four (4) 5'x16' hanging signs inside Hangar Building.
 - c. Logo inclusion on each aisle place card throughout Hangar Building.
4. To produce Sponsor name/logo in the following signage at the Action Sports Arena during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. Eight (8) 3'x10' bleacher signs at the Action Sports Arena.
 - b. Logo placement above Action Sports Arena Entrance Signage.
5. To provide sponsor with the following signage at Carnival of Products Booth (CP #224):
 - a. One (1) 36" round, branded floor decal to display in front of booth CP #224; decal to be designed, produced, and installed by the District – Logo to be provided by Sponsor
 - b. One (1) 4'x2' branded sign to display above booth CP #224; sign to be designed, produced, and installed by the District – Logo to be provided by Sponsor
6. To provide Sponsor one (1) 8'x10' space located in the Carnival of Products (CP #224).
 - a. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff to use at booth CP #224.
7. To provide Sponsor with one (1) 10'x10' booth space at Baja Blues Grass.
 - a. One (1) 10'x10' tent
 - b. One (1) full back wall
 - c. Two (2) three (3) foot side walls
 - d. One (1) eight (8) foot table
 - e. Two (2) chairs
 - f. Lighting appropriate for evening business
 - g. To include Sponsor logo:
 - h. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, etc. (pending deadlines).
 - i. In all applicable 2016 print advertising.
 - j. In the @The Fair e-newsletter, summer Issue (pending deadline).
 - k. On the 2016 OC Fair web site with a link to the Sponsor web site.
8. To include two (2):30 second commercial spots before the start of each concert at Pacific Amphitheatre (video content to be approved by the District prior to production).
9. To include two (2):30 second commercial spots before the start of each ticketed entertainment at Hangar Building (video content to be approved by the District prior to production).
10. To include one (1):30 second commercial within a looped video schedule on the thirteen video screens at the entrances/exits of the 2016 OC Fair (pending production deadlines) (video content to be approved by the District prior to production).
11. To provide the following hospitality benefits:
 - a. (500) 2016 OC Fair Admission Tickets.
 - b. (100) 2016 OC Fair Parking Passes (Lot TBD).
 - c. (50) Carnival Ride Cards (three [3] rides per card).
 - d. (20) 2016 Pacific Amphitheatre Orchestra Level concert tickets, not to exceed four (4) tickets to any one select show [pending availability].
 - e. (20) 2016 Hangar Building entertainment tickets, not to exceed four (4) tickets to any one select show [pending availability].



- f. (20) 2016 Action Sports Arena entertainment tickets, not to exceed four (4) tickets to any one select show (pending availability).
- 12. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days).

- 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 or 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

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 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.

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 (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 and (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC Fair-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

RAMON AMARAL F. DUS

CONTRACT NUMBER SA-213-16SP	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 Contractor RAISING CANE'S CHICKEN FINGERS - RAISING CANE'S RESTAURANTS, LLC
---	---

2. The agreement term is from 07/01/2016 through 08/31/2016

3. The maximum amount payable is \$16,000.00 (CASH)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$16,000.00 (CASH) (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
 - Exhibit C - 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* G10 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.) RAISING CANE'S RESTAURANTS, LLC		
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-22-16	BY (Authorized Signature) <i>Adam Reed</i>	DATE SIGNED 7/14/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Mica Brandt, Marketing Advisor ADAM REED, REGIONAL DIRECTOR OF MARKETING		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 3150 Harbor Blvd., Costa Mesa, CA 92626		

FUND TITLE Sales	ITEM 4376-87	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. To be an official Sponsor of the 2016 OC Fair and the Explorium kids tent, July 15, 2016 – August 14, 2016 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.
 - 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 gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. That mobile tours and other exhibitors may be near the designated space(s).
6. To abide by the rules and regulations included in the Commercial Space and Concessionaires Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
7. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
8. To provide Certificates of Insurance, fire safety training information, certifications and/or permits, and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

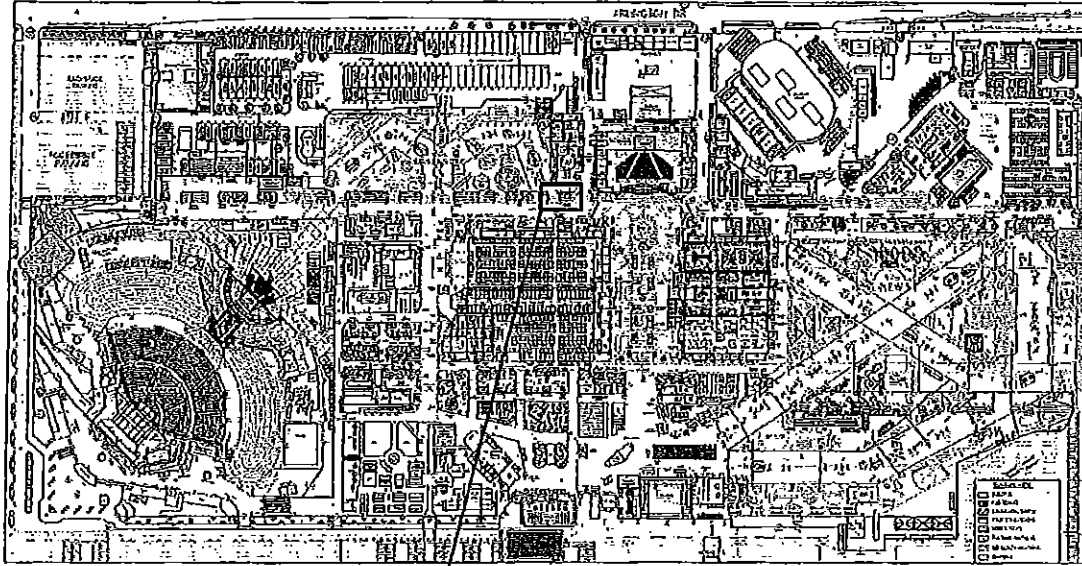
DISTRICT AGREES:

1. To provide presenting sponsorship of Explorium at the 2016 OC Fair from July 15, 2016 – August 14, 2016
2. To provide one (1) Sponsor branded tent skin at Explorium (artwork to be created and produced by District and approved by Sponsor; see Exhibit 1).
 - a. Tent skin is 80' wide x 15' at its highest point
3. Four (4) Sponsor branded windmasters to be displayed outside of the Explorium tent (artwork to be created by Sponsor and approved and produced by District).
 - a. Two (2) windmasters to be placed at the front entrance to Explorium
 - b. Two (2) windmasters to be placed, one at each side entrance to Explorium
 - c. Windmasters are 27.5" x 43.25"
4. Logo inclusion on stage backdrop (artwork to be designed and produced by the District)
5. To include Sponsor in the following:
 - a. Logo on the 2016 OC Fair band of sponsors on the OC Fair website
 - b. Logo in all applicable 2016 OC Fair collateral including the 2016 OC Fair Daily Schedule, and 2016 @TheFair e-newsletter (summer issue pending deadlines)
6. To make at least two (2) social media posts: one (1) leading up to the Fair, and one (1) during the 2016 OC Fair on Facebook and/or Twitter.
 - a. Content to be mutually agreed upon by Sponsor and District.
 - b. Sponsor to provide verbiage to District, however, District reserves the right to create the status updates in its preferred language in order to maintain "authentic voice" as long as terminology and talking points provided by Sponsor are met.
 - c. Sponsor to reciprocate with status updates/exposure on its Facebook and/or Twitter pages; District to provide verbiage for use by Sponsor and schedule to be mutually agreed upon.
7. To provide one hundred (100) OC Fair general admission tickets
8. To provide fifty (50) Carnival ride passes (three (3) rides per pass)

RESTAURANTS, LLC *man*



Exhibit 1:



Explorium Location

- End Exhibit A -

RESTAURANTS, LLC *man*



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.

RESTAURANTS, LLC
man



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.

RESTAURANTS, LLC *Mack*



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.)

RESTAURANTS, LLC *mark*



EXHIBIT C - 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 six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orblryons, 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.

RESTAURANTS, LLC *MLL*
~~CHICKEN FINGERS~~



EXHIBIT C - 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 and (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.

RESTAURANTS, LLC
MMA



EXHIBIT C - 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 C-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

RVSAR F (W)

CONTRACT NUMBER SA-214-16FT	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. HERTZ EQUIPMENT RENTAL CORPORATION
---	--

2. The agreement term is from 07/12/16 through 08/17/16

3. The maximum amount payable is \$ 5,981.44 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 5,981.44 (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 – Electronic Reader Boards for 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* 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.) HERTZ EQUIPMENT RENTAL CORPORATION	
BY (Authorized Signature) 	DATE SIGNED 7/14/16	BY (Authorized Signature) 	DATE SIGNED 7/14/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING Justin Drizos, Regional Sales Manager	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 25831 Wright Street, Foothill Ranch, CA 92610-3504 (949)382-5023	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	Distribution				
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 seven (7) rental electronic reader boards to the 32nd District Agricultural Association dba OC Fair & Event Center ("District"), for the 2016 OC Fair.
- B. The anticipated delivery schedule and electronic reader board specifications are provided herein in the table below.

Quantity	Item Description	Location	Delivery	Pick-Up	Total Cost
1	Electronic LED Board / w Pintle Hooks - Model 120 only	Fairview / Adams	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Fairview / Arlington	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Fairview / Gate 3 NB	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Fairview/ Gate 3 SB	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Gate 1	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Gate 2	07/12/16	08/17/16	\$770.00
1	Electronic LED Board /w Pintle Hooks - Model 120 only	Monitor Lot (North of Fair)	07/12/16	08/17/16	\$770.00
1	One time charge transportation				\$80.00
1	Tax				\$437.60
1	1.37% Emissions and Environmental surcharge for all units				\$73.84
1	Total				\$5,981.44

- C. To rent the electronic reader boards to the District from July 12, 2016 through August 17, 2016 at the rates specified in item B. The unit price includes all delivery/pick-up, sales tax, service and any other fees. Contractor agrees that for any rental period that is less than four (4) weeks, a mutually agreed upon weekly rental rate shall be charged. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- D. Unless otherwise agreed to by the District, all deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in table in Paragraph B above. The delivery and pick-up dates are critical. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District.
- E. To provide service to each electronic reader board as needed throughout the Agreement term.
- F. The District shall not be responsible for paying for damage(s) to equipment except if caused directly by the District. "Service fees" shall not be charged to District for repair service calls for damage caused by either the District and/or Contractor.
- 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 cover the cost of parts and labor for equipment repairs resulting from damage caused directly by the District. The District will not be responsible for paying for damage(s) to equipment, except if caused directly by the District. The District will not pay "Service Fees" for any repair service calls.
- B. To pay Contractor a total amount not to exceed FIVE THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS AND 44/100 (\$5,981.44) based upon the unit price of each item as shown in the Contractor's Price Quotation dated June 13, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

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 number. 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.

Contractor/Bidder Firm Name (Printed) HERTZ RENTALS		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing JUSTIN DRIZOS		
Date Executed 7/14/16	Executed in the County of OF ANAHEIM	

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.dlr.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-215-16PA	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. WITH ALL MY HEART LLC F/S/O CARAH FAYE
--	--

2. The agreement term is from 08/10/16 through 08/10/16

3. The maximum amount payable is \$ 1,000.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,000.00 (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) WITH ALL MY HEART LLC F/S/O CARAH FAYE	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Matt Galle, Agent	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL Paradigm Talent Agency 360 Park Ave. South, 16th Floor, New York, NY 10010 (212) 703-7599	

FUND TITLE Operating	ITEM 5790-72	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.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Lindsey Stirling	
Support 1	Carah Faye	\$1,000
Support 2	TBD	\$0

Today's Date	6/20/16	Expiration Date	6/20/16	Revision Date	TBD
Performance Date	8/10/2016	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Matt Galle	Agency	Paradigm
Phone	212-897-6400	Email	mgalle@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scalling						
Section	Capacity	Comps	ADA Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	18	458	\$35.50	\$16,259.00
Orchestra 1	1,421	85	8	1,328	28.00	37,184.00
Orchestra 2	1,054	85	8	961	20.50	19,700.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,416	100	10	2,306	13.00	29,978.00
Terrace 2	2,796	100	14	2,682	13.00	34,866.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	58	7,735		\$137,987.50

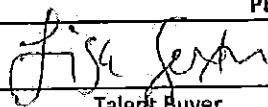
Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	1,000	1,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$91,500	\$91,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$1000 flat to support Lindsey Stirling. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are Included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (Including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest, at no cost, for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 10 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION



Talent Buyer

6/24/2016 14:57

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, August 10, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, August 10, 2016, if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, CFE, CMP, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

R. M. A. M. F. (Signature)

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-216-16SP	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. ORANGE COUNTY REGISTER
---	---

2. The agreement term is from 07/01/16 through 08/14/16

3. The maximum amount payable is **\$41,539.80 (TRADE), \$10,000.00 (CASH-PREMIUM SPACE)** pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$41,539.80 (TRADE), \$10,000.00 (CASH-PREMIUM SPACE)**

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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.) ORANGE COUNTY REGISTER	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-5-16	BY (Authorized Signature) <i>Natalie Ruvalcava</i>	DATE SIGNED 6-29-16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, GMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Natalie Ruvalcava, VP of Operations	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 625 N. Grand Avenue, Santa Ana, CA 92701 (714) 796-2358	

FUND TITLE Sales	ITEM 4375-07	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 <i>(Signature)</i>	DATE SIGNED
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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. For Orange County Register to be Sponsor of the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To provide FORTY-ONE THOUSAND FIVE HUNDRED THIRTY NINE DOLLARS and EIGHTY CENTS (\$41,539.80) in unrestricted trade print advertising to the OC Fair at the daily rate of \$99 and Sunday rate of \$124 per contract rate.
3. To provide CASH in the sum of TEN THOUSAND DOLLARS (\$10,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.
 - a. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To verify all Sponsor'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.
7. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
8. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
9. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
12. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
13. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.
14. To provide OC Register Rack Cards promoting the 2016 OC Fair from June 21 through July 5, 2016 (three (3) weeks prior to the OC Fair). Rack Cards must include both OCR Connect Promotion/OC Fair promotions creative only.
15. To coordinate the logistics and execution of the "Register Rewards" promotion and sweepstakes (Reference: District 8A-B):
 - a. Promotion: 2,000 2016 OC Fair General Admission Tickets will be valid for each of the four (4) Thursdays and Fridays of the OC Fair. The OC Register will have the ability to purchase up to 1,000 additional General Admission Tickets at the \$5 rate during the term of this contract.
 - b. Sweepstakes: Two (2) Summer Experience Packs



DISTRICT AGREES:

1. To provide Orange County Register with Sponsorship of the 2016 OC Fair from July 15, 2016 – August 14, 2016.
2. To purchase \$41,539.80 in print and online advertising through Sponsor to promote the 2016 OC Fair.
3. To purchase \$16,000 in print and online advertising through Sponsor to promote the Pacific Amphitheatre's Summer Concert Series.
4. To work with the OC Register on Rack Card creative to promoting the 2016 OC Fair from June 21 through July 5, 2016 (three (3) weeks prior to the OC Fair). Rack Cards must include both OCR/OC Fair promotions creative only.
5. To provide Sponsor with one (1) 10'x20' Family Fair Way West space with (4) retractable walls, two (2) 3' walls, one (1) sliding cable, and one (1) full-wall backdrop.
6. To provide Sponsor with one (1) 10'x10' Livestock Lane East space with (4) retractable walls, two (2) 3' walls, One (1) sliding cable and one (1) full-wall backdrop.
7. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines)
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue (pending deadline)
 - d. On the 2016 OC Fair web site with a link to the Sponsor web site
8. To offer "Register Rewards" members the following, as mutually agreed between Sponsor and District (promotion/sweepstakes to be executed by Sponsor):
 - a. Two (2) Summer Experiences Packs that each include:
 - i. Four (4) 2016 OC Fair General Admission Tickets
 - ii. One (1) 2016 F-Lot Parking Passes
 - iii. Eight (8) Carnival Ride Cards (three [3] rides per card)
 - iv. Four (4) Pacific Amphitheater concert tickets to any one select show (pending availability)
 - v. Four (4) Spectra meal vouchers for Baja Blues Restaurant at OC Fair (\$8.50 value each)
 - b. 2,000 2016 OC Fair General Admission tickets:
 - i. 2,000 2016 OC Fair General Admission Tickets will be valid for each of the four (4) Thursdays and Fridays of the OC Fair.
9. To provide the following hospitality benefits:
 - a. 500 2016 OC Fair General Admission Tickets
 - b. 75 Adams Lot Parking Passes. The OC Register will have the ability to purchase an additional 250 Adams Lot Parking Passes during the term of this contract at a price of \$5 per pass.
 - c. 75 Carnival Ride Cards (three [3] rides per card)
 - d. Two (2) seats to two (2) 2016 Pacific Amphitheatre concert (tickets subject to availability)
 - e. Two (2) tickets to each Action Sports Arena event
10. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
 - a. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days.)



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

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/Sub-lessor 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/Sub-lessor 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 (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC Fair-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

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

[Handwritten signatures]
R. B. ... F. ...

AGREEMENT NUMBER SA-217-16YR
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
COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **04/01/16** through **03/31/17** FED ID **[REDACTED]**

3. The maximum amount of this Agreement is: **\$70,000.00**

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 and coordinate traffic management services during designated Year-Round Events for the OC Fair & Event Center. See Page 2 for additional Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 1 – 2 Page 3
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Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 6

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 9
- Exhibit - D* Special Terms and Conditions

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.) COSTA MESA POLICE DEPARTMENT		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 7/01/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert Sharpnack, Police Chief		
ADDRESS P.O. Box 1200, Costa Mesa, CA 92626 (714) 754-5115		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 8/22/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide and coordinate traffic management services during designated Year-Round Events at the OC Fair & Event Center.
2. To provide officers for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate.
8. 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 notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of \$152.83 per service hour. Total amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-30

PAYMENT PROVISIONS:

Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate. When possible, Invoices for services shall be submitted within 72 hours following each event.

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.

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.)
- 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.

Contractor/Bidder Firm Name (Printed) City of Costa Mesa		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing Thomas R. Hatch, City CEO		
Date Executed 8/3/16	Executed in the County of Orange	

8/3/16 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.)

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.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.

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.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.

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.

R. A. F. (Signature)

AGREEMENT NUMBER
SA-218-16FT


- 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
GENERATOR SERVICES CO., INC.
- The term of this Agreement is: **06/27/16** through **08/22/16** FED ID 
- The maximum amount of this Agreement is: **\$55,193.60**
- 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 rental generators for 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 – 6
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 7 – 10
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 11 – 13
Exhibit F – Generator Schedule (Attached hereto as part of this agreement)	Page 14

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 Those documents can be viewed at www.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.) GENERATOR SERVICES CO., INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 07/14/2016	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING Chris Olson, Rental Manager		
ADDRESS 10255 Philadelphia Court, Rancho Cucamonga, CA 91730 909-758-4566		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/16/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide nine (9) rental portable generators to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from June 27 – August 22 for the 2016 OC Fair. Price is inclusive of all delivery/pick-up, sales tax, fuel, rental and service fees as detailed in "Exhibit F – Generator Schedule".
- B. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- C. To provide generators according to the specifications provided herein as "Exhibit F – Generator Schedule".
- D. All deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in Exhibit F. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District.
- E. To deliver generators full of fuel.
- F. To provide service as needed throughout the Agreement term, including oil and filter change, on each generator at no additional charge to the District.
- G. All generators must have the appropriate registration and certification with the South Coast Air Quality Management District (SCAQMD).
- H. 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.
- I. Contractor to provide services as needed, including oil and filter change on each generator at no additional charge.

DISTRICT AGREES:

- A. To make generators available for pick-up by Contractor on August 22, 2016, unless otherwise agreed upon by the District and Contractor.
- B. Generators shall be full of fuel upon pick-up.
- C. To pay Contractor a total amount not to exceed FIFTY FIVE THOUSAND ONE HUNDRED NINETY THREE DOLLARS AND 60/100 (\$55,193.60) based upon Contractor's Price Quotation dated June 10, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number; and
4. Itemization of costs with equipment referred to and billed separately using the Department Location as each piece of equipment's name, specifications, rate, and dates of delivery/pick-up for each piece of equipment ordered.

Invoice 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.

Contractor/Bidder Firm Name (Printed) Generator Services		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing Chris Olson, Rental Manager		
Date Executed 07/14/2016	Executed in the County of San Bernardino	

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-



EXHIBIT F – GENERATOR SCHEDULE

The schedule below is used to determine the anticipated equipment needs and the "not to exceed" amount of the contract and is not a guarantee of services.

85 KW Hush Power Generator, 3 phase, 120/208V (1 shifts -- 8 hours)	Action Sports Arena	6/27/2016	8/22/2016	\$	2,250.00
176 KW Generator, 520 Amp - 3 Phase - 120/208V (3 shifts -- 24 hours)	Davis Lot	6/27/2016	8/22/2016	\$	14,400.00
Contractor to provide service as needed, including oil and filter change on each generator	Davis Lot - Stock Trucks	6/27/2016	8/22/2016		
Distribution Panel, 10 - 70 Amp, 3 Phase Breakers for Distribution & a Main Breaker (400 amp)	Davis Lot - Stock Trucks	6/27/2016	8/22/2016	\$	3,000.00
176 KW Generator, 3 Phase, 120/208V	Davis Lot (spare)	6/27/2016	8/22/2016	\$	4,800.00
200 KW Generator, 3 Phase, 120/208V (3 shifts -- 24 hours)	Fair Square South - Food & Beverage/Spas/Gate Ops.	6/27/2016	8/22/2016	\$	5,400.00
176 KW Generator, 520 Amp, 3 phase, 120/208V & 200' 4/0 cable (1 shift -- 8 hours)	Pacific Amphitheatre	6/27/2016	8/22/2016	\$	4,800.00
176 KW Generator, 520 Amp, 3 phase, 120/208V & 200' 4/0 cable (2 shifts -- 16 hours)	Heritage Stage	6/27/2016	8/22/2016	\$	7,200.00
Total Generator Cost (Taxable)				\$	41,850.00
Transportation for all units				\$	6,840.00
Tax				\$	3,895.20
Maintenance Surcharge Hours				\$	11,648.00
Oil and Filter change on all generators					\$0.00
Discounts				\$	(9,039.60)
Total Cost				\$	55,193.60

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 02/2003)

[Handwritten initials]

CONTRACT NUMBER SA-219-16SP	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 Contractor. ABC PHONES OF NC MANAGEMENT, INC. DBA: A WIRELESS
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2. The agreement term is from 07/01/2016 through 08/15/2016

3. The maximum amount payable is \$40,000.00 (CASH), \$31,000.00 (PREMIUM SPACE), \$9,000.00 (SPONSORSHIP)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$40,000.00 (CASH), \$31,000.00 (PREMIUM SPACE), \$9,000.00 (SPONSORSHIP) (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
- Exhibit C - Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D - Rules and Regulations Governing Rental Space

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:

AGENCY NAME STATE OF CALIFORNIA		CONTRACTOR	
32 ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) ABC PHONES OF NC MANAGEMENT, INC. DBA: A WIRELESS	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED <u>7-22-16</u>	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED <u>7-6-16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING David Jordan, CFO	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 775 Prairie Center Dr., Ste 420, Eden Prairie, MN 55344	

FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 <i>[Signature]</i>	DATE SIGNED
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EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. To be a Sponsor at the 2016 OC Fair from July 15, 2016 – August 15, 2016.
2. To provide payment in the sum of FORTY THOUSAND DOLLARS (\$40,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2016.
 - 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 gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to CPMG including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide A Wireless with official sponsorship and to recognize A Wireless as a Platinum Partner at the 2016 OC Fair.
2. To include Sponsor name/logo in the following signage at Carnival of Products and Parade of Products (CP #615, #715, POP #45) during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. One (1) 36" round, branded floor decal in front of booth(s)
 - b. One (1) 4'x2' branded sign to display over booth(s)
3. To provide Sponsor:
 - a. 160 square feet of space located in Carnival of Products (CP #615, #715)
 - b. 150 square feet of space located in Parade of Products (POP #45)



4. To provide Sponsor:
 - a. One (1) complimentary DSL line for staff use in Carnival of Products and Parade of Products (CP #616, #716, POP #45)
5. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines)
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue (pending deadline)
 - d. On the 2016 OC Fair web site with a link to the Sponsor web site
6. Two (2) 36"x96" branded dasher boards inside of Action Sports Arena with Sponsor logo. Exact placement inside of Action Sports Arena to be mutually agreed upon between Sponsor and the District.
7. To provide the following hospitality benefits:
 - a. One hundred (100) 2016 OC Fair Admission Tickets
 - b. Twenty (20) 2016 OC Fair Parking Hang Tags (Adams Lot) for working staff
 - c. One (1) 2016 OC Fair F Lot Parking Hang Tag
 - d. Twenty (20) 2016 Pacific Amphitheatre Concert Tickets; maximum of ten (10) performances, Orchestra level (pre-order deadlines and availability apply)

- 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 or 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

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 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.

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 (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 and (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other Intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

R. M. A. M. F.

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

CONTRACT NUMBER SA-220-16SP	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 Contractor. CLICK HEAT, INC.
---	--

2. The agreement term is from 07/01/2016 through 08/15/2016

3. The maximum amount payable is \$5,000.00 (SPONSORSHIP), \$16,000.00 (PREMIUM SPACE)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$5,000.00 (SPONSORSHIP), \$16,000.00 (PREMIUM SPACE) (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
 Exhibit C -- Insurance Requirements (Attached hereto as part of this agreement)
 Exhibit D -- Rules and Regulations Governing Rental Space

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.) CLICK HEAT, INC.	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-29-16	BY (Authorized Signature) <i>Hila Gadot</i>	DATE SIGNED 7/18/2016
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Hila Gadot, Vice President, Marketing	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 350 Motor Parkway, Suite 404, Hauppauge, NY 11780	
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>	
		DATE SIGNED	



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. For Click Heat, Inc. to be Premium Partner and an official Sponsor of the Action Sports Arena at the 2016 OC Fair from July 15, 2016 – August 14, 2016).
2. To provide payment in the sum of TWENTY-ONE THOUSAND DOLLARS (\$21,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 15, 2016).
 - 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 gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to Implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon until at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. until at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.



11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide Click Heat, Inc. with Sponsorship of the Action Sports Arena at the 2016 OC Fair.
2. To provide Sponsor with the following signage at the Action Sports Arena during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. Two (2) 36"x96" branded dasher boards with Sponsor logo. Exact placement inside of Action Sports Arena to be mutually agreed upon between Sponsor and the District.
3. To provide sponsor with the following signage at Carnival of Products Booth (CP #607 & #707):
 - a. One (1) 36" round, branded floor decal to display in front of booth(s) CP #607 & #707; decal to be designed, produced, and installed by the District – Logo to be provided by Sponsor.
 - b. One (1) 4'x2' branded sign to display above booth(s) CP #607 and #707; sign to be designed, produced, and installed by the District – Logo to be provided by Sponsor.
4. To provide Sponsor one 10'x16' space located in Carnival of Products (CP #607 & CP #707)
 - a. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff to use at booth(s) CP #607 & #707.
5. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the Shopping Guide.
 - b. In all applicable 2016 print advertising.
 - c. In the @The Fair e-newsletter, summer issue (pending deadline).
 - d. On the 2016 OC Fair web site under the "Shopping" page.
6. To provide recognition on Platinum Partner slide(s) shown on the Pacific Amphitheatre video screens prior to the start of each concert.
7. To provide the following hospitality benefits:
 - a. One hundred (100) 2016 OC Fair Admission Tickets (for business development)
 - b. Twenty (20) 2016 Pacific Amphitheatre concert tickets; Terrace Level (not to exceed four [4] tickets to any one select show and exceed a maximum of [10] performances [pre-order deadlines & pending availability apply]).
8. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
 - a. To provide ten (10) 2016 OC Fair Photo Credentials per booth for working staff (10 total Photo Credentials).



- b. To provide forty-six (46) 2016 OC Fair Working Credentials per booth for working staff (46 total Working Credentials).
- c. To provide ten (10) 2016 OC Parking Hang Tags per booth for working staff (Adam's Lot).
- d. To provide one (1) 2016 OC Fair F Lot Parking Hang Tag.

- 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

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 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.

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 (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 and (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D -- RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

- shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.
- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
 - N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
 - O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
 - P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
 - Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 - R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 - S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
 - T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 - U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
 - V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
 - W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

R. M. A. M. F. P. Y.

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

CONTRACT NUMBER SA-221-16SP	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 Contractor. IMAGE TECHNOLOGIES CORPORATION
---	--

2. The agreement term is from 07/17/2016 through 07/17/2016

3. The maximum amount payable is **\$5,000.00 (CASH)**

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$5,000.00 (CASH)** (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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.) IMAGE TECHNOLOGIES CORPORATION			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Erica Kuehl, Production Assistant (314) 299-3060			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 523 Hanley Industrial Ct, St. Louis, MO 63144			
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED



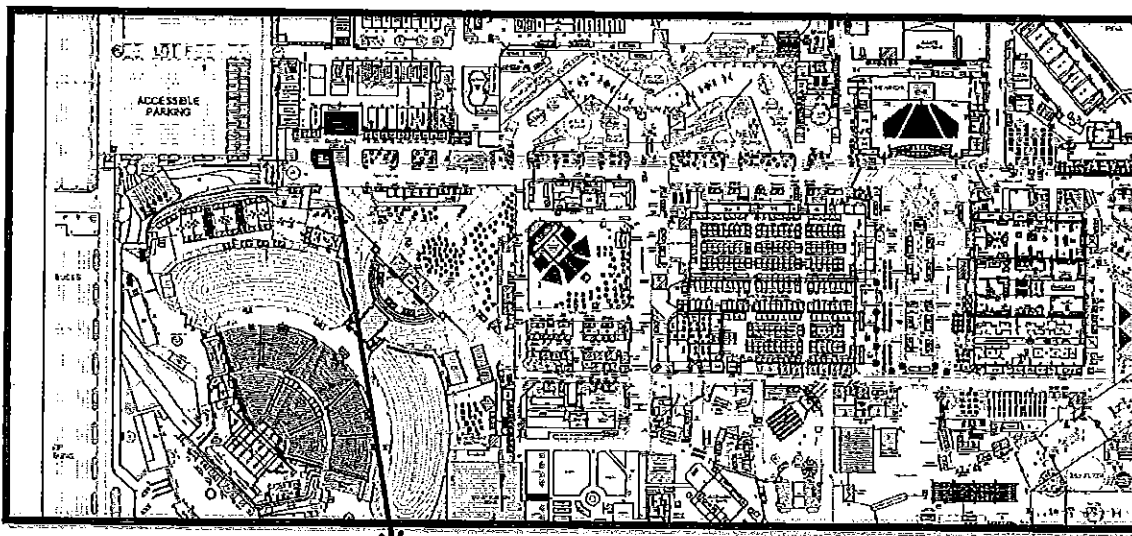
EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. That space shall be used for the following purpose only: Carl's Jr. 75th Anniversary Tour Promotion, including discount coupon giveaways and distribution of Carl's Jr. branded t-shirts and hats.
2. To provide payment in the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 15, 2016.
3. Payments shall be remitted to the following address:
OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626
4. To verify all Agency'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.
5. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2015 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2015 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
6. Agency will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Agency's display by 5:00 p.m. each Sunday for staff working the following week.
7. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
8. That other mobile tours and exhibitors.

DISTRICT AGREES:

1. To provide a 20' x 20' space located inside of the gates at the 2016 OC Fair located near Green Gate (see below)
2. To allow mobile marketing tour to distribute discount coupons and Carl's Jr. branded t-shirts and hats.
3. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Agency staff assigned to the Mobile Marketing Tour in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days.)
4. To provide electricity up to 50 amps.



Display
Space

- 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 or 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

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 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.

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 (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 and (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 premlums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT C – 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 C-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

R WY ADN F. ADN

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-222-16CF	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. STEVE MILLER
---	--

2. The agreement term is from 07/15/16 through 08/14/16

3. The maximum amount payable is \$ 2,300.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,300.00 (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 – Milking Demonstrations at Centennial Farm for the 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* 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.) STEVE MILLER	BY (Authorized Signature) 	BY (Authorized Signature) 
DATE SIGNED <u>8-12-16</u>	DATE SIGNED <u>8-11-16</u>	PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramor, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Steve Miller
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 48 Chadron Circle, Ladera Ranch, CA 92694 (949) 230-0105		

FUND TITLE Centennial Farm	ITEM 5100-42	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 AS DATE SIGNED _____



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide milking demonstration services at Centennial Farm from July 15 – August 14 for the 2016 OC Fair.
- B. Milking demonstrations shall take place in the Millennium Barn at the following times:
 - Wednesdays, Thursdays and Fridays: 2:30 p.m., 4:30 p.m., and 6:30 p.m.
 - Saturdays and Sundays: 12:30 p.m., 2:30 p.m., 4:30 p.m., and 6:30 p.m.
- C. To staff Century Barn between milking demonstration times in order to provide information to the public regarding dairy cows, the California Dairy Industry, and related details.
- D. Contractor fee is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- 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.

DISTRICT AGREES:

- A. To provide cows and staff to milk the cows utilizing the two (2)-stall milking parlor house in the Millennium Barn.
- B. To provide a PA system for milking demonstrations.
- C. To provide necessary admission and parking credentials to Contractor.
- D. To provide uniform(s) to Contractor.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- F. To pay TWO THOUSAND THREE HUNDRED DOLLARS (\$2,300.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-42 – Centennial Farm

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper Invoice.

All Invoices are to be itemized and contain the District's Purchase Order (PO) number. 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.

Contractor/Bidder Firm Name (Printed) <i>Steve Miller</i>		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Steven Miller</i>		
Date Executed <i>8-11-16</i>	Executed in the County of <i>Orange</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 – 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)

EMORE A. [Signature]

CONTRACT NUMBER SA-223-16SP	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 Contractor. Albertsons LLC/Event Partnership, LLC
---	---

2. The agreement term is from 04/04/2016 through 08/14/2016, and 08/30/2018 (With two (2) one (1) year options

3. The maximum amount payable is \$72,000.00 (CASH), \$4,000.00 (TRADE), AND \$216,000.00 (CASH), \$12,000.00 (TRADE) INCLUDE OPTIONS pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$72,000.00 (CASH), \$4,000 (TRADE), AND \$216,000.00 (CASH), \$12,000.00 (TRADE) INCLUDE OPTIONS (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
- Exhibit C – 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.) ALBERTSONS LLC/EVENT PARTNERSHIP, LLC			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7-22-16	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7/11/16		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Honebein, CEO			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1776 Tribute Road, Suite 230, Sacramento, CA 95815 (916) 263-4041			
FUND TITLE Sales	ITEM 4376-87	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

CONTRACTOR AGREES:

1. Albertsons, LLC to be Presenting Sponsor of The Courtyard, OC Promenade Building, We Care Wednesdays Promotion, In-store \$2.00 off coupon outlet and to be the Exclusive Grocery Store Sponsor of the 2016 OC Fair from July 15, 2016 – August 14, 2016 Orange County Fair.
2. To provide payment In the sum of SEVENTY-TWO THOUSAND DOLLARS (\$72,000) and FOUR THOUSAND DOLLARS (\$4,000) In product trade as a sponsorship fee, due no later than 60 days following execution of this agreement. \$7,200 (10% of the sponsorship fee) must be received no later than 5:00 PM on Thursday, July 15, 2016.

- 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 gain pre-approval from the District for use of OC Fair marks and logos; all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. Mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to and during the Term.



11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to and during the OC Fair.
13. To provide ten thousand (10,000) reusable bags and drive back coupons to be distributed by Sponsor volunteers during "We Care Wednesday" promotion to participating consumers.
14. Albertsons, LLC to provide the following in The Courtyard:
 - a. Ten (10) 60" branded umbrellas at The Courtyard (umbrella color and artwork to be preapproved by the District).
 - b. Shopping List highlighting select wines that have received an award in the OC Fair Wine Competition, which will be distributed by the OC Wine Society (exact quantity to be determined).
 - c. Three (3) 8' branded table drapes to be used during Wine Seminars conducted in The Courtyard.
15. To provide one (1) :30 second video spot (without audio) in looped content displayed on Hangar Building LED screens throughout the duration of the OC Fair.
16. To provide staffing during "We Care Wednesdays" promotion on 7/20, 7/27, 8/3, and 8/10, 2016 to assist in product collection at the three (3) donation drop locations. This agreement is contingent upon Sponsor's commitment to provide volunteers by May 15, 2016.
17. To coordinate and staff weekend sampling in The Courtyard to offer sampling for up to four (4) select weekends (Saturday and Sunday only).
 - a. Sampling product to be provided by Sponsor (Product must be preapproved by District).
18. To provide fifty (50) \$20 gift cards (\$1,000 dollars) as a part of the \$4,000 trade to be utilized by the District for product donation for OC Promenade eating contests.
19. To provide 2016 OC Fair \$2.00 off General Admission ticket coupons at participating Albertsons Vons Pavilions retail locations at the customer service counter in-store. Coupon(s) are good any day and may be redeemed at all ticket windows at the 2016 OC Fair for \$2.00 off General Admission. Restrictions are as follows:
 - a. Offer period: Through August 14, 2016
 - b. \$2.00 off general admission ticket (Full price ticket \$12.00)
 - c. Valid any day of the fair for up to 4 guests
 - d. Cannot be combined with other offers
 - e. Original coupons only – no copies
 - f. Coupons must be surrendered upon entry
 - g. Territory: Albertsons Vons Pavilions locations throughout the southland area (Retail locations list to be preapproved by the District)

DISTRICT AGREES:

1. To provide Albertsons, LLC with Presenting Sponsorship of The Courtyard, OC Promenade and We Care Wednesdays at the 2016 OC Fair from July 15 – August 14, 2016 To allow participating Albertsons Vons



Pavillions retail locations to distribute \$2.00 off General Admlssion tickets coupons at the Customer Service Counters In-store. Coupon(s) may be redeemed at any ticket window at the 2016 OC Fair:

- a. Offer period: Through August 14, 2016
 - b. \$2.00 off general admsslion ticket (Full price ticket \$12.00)
 - c. Valld any day of the fair for up to 4 guests
 - d. Cannot be combined with other offers
 - e. Original coupons only – no copies
 - f. Coupons must be surrendered upon entry
 - g. Territory: Albertsons Vons Pavillions locations throughout the southland area (Retail locations list to be preapproved by the District).
2. To produce Sponsor signage at all three (3) entrance gate collection stations during We Care Wednesday promotions during the 2016 OC Fair (signage to be produced/installed by the District). Promotions to be held on 7/20, 7/27, 8/3, and 8/10, 2016:
- a. Four (4) 2' x 10' banners at Blue Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
 - b. Three (3) 2' x 10' banners at Yellow Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
 - c. Three (3) 2' x 10' banners at Green Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
3. To produce dedicated Sponsor signage at The Courtyard during the 2016, OC Fair (signage to be produced/installed by the District):
- a. Ten (10) 5" x 7" table top signs on tables In The Courtyard
 - b. Ten (10) 3' x 6' pole banners
 - c. One (1) 142" x 32" entrance sign
 - d. One (1) 72" x 7" entrance sign (secondary entrance near County Meadows)
 - e. One (1) 60" x 60" floor decal
 - f. Two (2) 27" x 43" windmaster signs
4. To produce Sponsor signage at the OC Promenade during the 2016, OC Fair (signage to be produced/installed by the District):
- a. Two (2) 16' x 3' exterior building signs (at each entrance to the OC Promenade)
5. Placement for a mlnimum of three (3) branded table drapes (8' tables) to be used during wine seminars conducted by the OC Wine Society In The Courtyard (table drapes to be provided by Sponsor).
6. Space for up to ten (10) 60" branded umbrellas at The Courtyard (umbrellas to be provided by Sponsor).



7. To provide one (1) 8' x 8' space in The Courtyard for Albertsons, LLC to offer sampling for up to four (4) select weekends (Saturday and Sunday only) (sampling product must be preapproved by District).
 - a. Two (2) 8' tables for sampling
8. Logo Inclusion on Main Gate Reader Board whenever "We Care Wednesday" promotion is displayed.
9. To include Sponsor logo:
 - a. In all applicable 2016, OC Fair collateral including the OC Fair Brochure and Daily Schedule)
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue
 - d. On the 2016, OC Fair web site with a link to the Sponsor web site:
 - i. Band of Sponsors
 - ii. Free Entertainment page, Promenade Stage section
 - iii. Discounts and Promotions page, "We Care Wednesday" section
 - iv. Homepage "HERO" "We Care Wednesday" slide
 - v. "OC Fair Food Page" next to mention of "Wine Seminars – Located in The Courtyard"
 - e. In ten (10) to fifteen (15) print ads featuring "We Care Wednesday" promotion
 - f. In mentions of "We Care Wednesday" promotion in all applicable 2016, OC Fair collateral, web pages and social media (when applicable)
 - g. "Presented by Albertsons Vons Pavillions" in all applicable Courtyard 2016, OC Fair collateral, web pages and social media
 - h. OC Promenade stage signage (artwork to be designed by District and approved by Sponsor).
 - i. OC Promenade Schedule of Events signage (artwork to be designed by District and approved by Sponsor).
 - j. "Presented by Albertsons Vons Pavillions" in all applicable OC Promenade 2016, OC Fair collateral, web pages and social media
 - k. Albertsons Vons Pavillions to be Presenting Sponsor of twenty (20) to twenty-three (23) eating contests (contests to be mutually agreed upon)
 - l. In two (2) dedicated "We Care Wednesday" promotion Facebook posts:
 - i. Content and postdate to be mutually agreed upon by Sponsor and District.
 - ii. Sponsor to provide verbiage to District, however, District reserves the right to create the status updates in its preferred language in order to maintain "authentic voice" as long as terminology and talking points provided by Sponsor are met.
 - iii. Sponsor to reciprocate with status updates/exposure on its Facebook and/or Twitter pages (District to approve prior to posting)
 - m. In mentions of The Courtyard in all applicable OC Fair collateral, web pages



- n. In all applicable print collateral distributed at OC Promenade Information Table
- 10. One (1) :30 second dedicated video spot (without audio) Incorporated in looped video schedule on the two (2) video screens at the Hangar Building of the 2016, OC Fair (pending production deadlines; video content to be approved by the District prior to production).
- 11. To provide the following hospitality benefits:
 - a. (400) 2016, OC Fair Admission Tickets
 - b. (175) 2016, OC Fair Parking Passes (Adam's Lot)
 - c. (100) Carnival Ride Cards (three [3] rides per card)
 - d. (20) 2016, Pacific Amphitheatre concert tickets, not to exceed four (4) tickets to any one select show [pending availability]
- 12. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days.)

- 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

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 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.

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 (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 and (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 (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-

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

R [Handwritten initials]

AGREEMENT NUMBER
 SA-224-16FTYR

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
 KHAVARIAN ENTERPRISES, INC. DBA VISION COMMUNICATIONS COMPANY

2. The term of this Agreement is: 03/01/2016 through 12/31/2017 FED ID: [Redacted]

3. The maximum amount of this Agreement is: \$122,800.00 (2 Years), \$307,000.00 With Three (3) One (1) Year Options

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 rental radio equipment for OC Fairs and year round. 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 - 6

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 7 - 10

Exhibit - D* Special Terms and Conditions

Exhibit E - Insurance Requirements (Attached hereto as part of this agreement) Pages 11 - 13

Exhibit F - Radio Equipment Schedule and Price (Attached hereto as part of this agreement) Page 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
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) KHAVARIAN ENTERPRISES, INC. DBA VISION COMMUNICATIONS COMPANY		
BY (Authorized Signature) 	DATE SIGNED (Month/Day/Year) 8/1/16	<input type="checkbox"/> Exempt per:
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Mosley, Rentals Accounts		
ADDRESS 1831 Flower Street, Glendale, CA 91201 (818) 844-8480		
STATE OF CALIFORNIA		
AGENCY NAME 32 ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Month/Day/Year) 8/5/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMAA, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide rental portable radio equipment to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from March 1, 2016 through December 31, 2017. The District reserves the right to modify rental period, delivery schedule, reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- B. There shall be no charge for sales tax on rental equipment.
- C. To be on call 24 hours per day for any service required on the rental equipment.
- D. To provide radio equipment according to the specifications outlined in the "Radio Equipment Schedule" provided herein as Exhibit F.
- E. Contractors shall schedule and check in with the Maintenance Department on all delivery and pick-ups
- F. All radio(s) will be inspected by a District representative upon delivery and pick-up. Contractor's driver will be required to wait while the radios are being check in and out.
- G. All deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in Exhibit F. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District.
- H. Contractor must provide radios with the following requirements:
 - a. Radio Specifications shall be:
 - a. Digital 450-520 MHz 5W Portable, Encrypted
 - b. Platform for frequency used shall be UHF
 - c. Radios must include the following accessories:
 - a. Antenna
 - b. Battery
 - c. Charger
 - d. Belt Clip
 - e. All channels provided must be properly licensed.
- I. Contractor shall program all radios to the District's FCC frequencies.
- J. To utilize the District's existing repeater system, except with digital radios.
- K. To provide at no cost to the District one (1) spare battery for every two (2) radios rented.
- L. The District shall not be responsible for paying for damage(s) to radio equipment, except if caused directly by the District. "Service fees" shall not be charged to District for repair service calls for damage caused by either the District and/or Contractor.
- M. 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 cover the cost of parts and labor for radio equipment repairs resulting from damage caused directly by the District. The District will not be responsible for paying for damage(s) to radio equipment, except if caused directly by the District. The District will not pay "Service Fees" for any repair service calls.
- B. To pay Contractor a total amount not to exceed ONE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$122,800.00), and THREE HUNDRED SEVEN THOUSAND DOLLARS (\$307,000.00) with Three (3) one (1) year options.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be itemized, include the District's Purchase Order (PO) number, and 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.

Contractor/Bidder Firm Name (Printed) Vision Communications		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing Jennifer Mosley, Rental Exec		
Date Executed 8/10/16	Executed In the County of	

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.

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-

EXHIBIT F – RADIO EQUIPMENT SCHEDULE AND PRICE

All deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in Exhibit F. The schedule below will be used to determine the "not to exceed" amount of the contract and is not a guarantee of services.

RADIO RENTAL OC FAIRS July 1 Through August 31									
Equipment Description	Quantity	Unit Cost	Weekly Cost	Total Cost 2016	Total Cost 2017	Total Cost 2018	Total Cost 2019	Total Cost 2020	
Radios - HYT PD702/Digital 450-520 MHz 5W Portable - Encrypted	600	\$ 5.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Repeaters - HYT Digital 50W Repeater (8 repeater channels)	4	\$ 20.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
Six (6) Bank Chargers	71	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Single Chargers	201	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Spare Batteries	60	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Dual Muff Headsets	113	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Speaker Microphones	83	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Base Station	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Tax		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Freight		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost Weekly Rental			\$ 3,080.00	\$ 3,080.00	\$ 3,080.00	\$ 3,080.00	\$ 3,080.00	\$ 3,080.00	\$ 3,080.00
Total Cost Seven (7) Weeks Rental				\$ 21,560.00	\$ 21,560.00	\$ 21,560.00	\$ 21,560.00	\$ 21,560.00	\$ 21,560.00
Total Cost 2 Years (2016, 2017) Fair	\$ 43,120.00								
Total Cost 5 Years With Three (3) One (1) Year Options	\$ 107,800.00								
RADIO RENTAL YEAR ROUND									
Equipment Description	Quantity	Unit Cost	Monthly Cost	Total Cost 2016	Total Cost 2017	Total Cost 2018	Total Cost 2019	Total Cost 2020	
Radios - HYT PD702/Digital 450-520 MHz 5W Portable - Encrypted	140	\$ 20.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Repeaters - HYT Digital 50W Repeater (8 repeater channels)	6	\$ 80.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
Six (6) Bank Chargers	13	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Single Chargers	127	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Spare Batteries	70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Dual Muff Headsets	10	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Speaker Microphones	42	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Base Station	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
Tax		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Freight		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Cost Monthly Rental			\$ 3,320.00	\$ 3,320.00	\$ 3,320.00	\$ 3,320.00	\$ 3,320.00	\$ 3,320.00	\$ 3,320.00
Total Cost Twelve (12) Months Rental				\$ 39,840.00	\$ 39,840.00	\$ 39,840.00	\$ 39,840.00	\$ 39,840.00	\$ 39,840.00
Total Two Year Cost (2016, 2017) Year Round	\$ 79,680.00								
Total two year cost for Fair and Yearly (2016, 2017)	\$ 122,800.00								
Total Yearly (2016, 2017, 2018, 2019, 2020) Cost For Fair and Year Round	\$ 61,400.00								
Total Yearly Cost with Three (3) One (1) Option Years	\$ 307,000.00								
Hourly Service/Installation Rate as needed basis (optional)	\$75/Hr								

-End Exhibit F-

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

R. J. [Signature]

AGREEMENT NUMBER
SA-225-16FT

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
HERTZ EQUIPMENT RENTAL

2. The term of this Agreement is: **07/01/2016** through **08/19/2016** FED ID: **[REDACTED]**

3. The maximum amount of this Agreement is: **\$10,738.20**

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 rental light towers for the 2016 OC Fair. Pages 1 – 2
 See Page 2 for additional Scope of Work.

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 – 6

Check mark one item below as Exhibit D: Pages 7 – 10

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

Exhibit - D* Special Terms and Conditions Pages 11 – 13

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

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.)	
HERTZ EQUIPMENT RENTAL	
BY (Authorized Signature)	DATE SIGNED (Do not type)
<i>[Signature]</i>	7/14/16
PRINTED NAME AND TITLE OF PERSON SIGNING	
S. D. [Signature]	
ADDRESS	
25831 Wright Street, Foothill Ranch, CA 92610-3504 (949) 581-7712	
STATE OF CALIFORNIA	
AGENCY NAME	
32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature)	DATE SIGNED (Do not type)
<i>[Signature]</i>	7-14-16
PRINTED NAME AND TITLE OF PERSON SIGNING	
Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations	
ADDRESS	
88 Fair Drive, Costa Mesa, CA 92626	
<input type="checkbox"/> Exempt per:	



EXHIBIT A - SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide twenty-nine (29) rental light towers to the 32nd District Agricultural Association dba OC Fair & Event Center ("District"), for the 2016 OC Fair.
- B. The anticipated delivery and pick up schedule and prices are provided herein in the table below.

Quantity	Item Description	Additional Notes	Location	Delivery	Pick-Up	Price
2	Light Tower	For the Shuttle/Bus Stop	Gate 8	07/01/16	08/19/16	\$664.00
1	Light Tower	For Ticketing	Green Gate	07/01/16	08/19/16	\$332.00
25	Light Tower		Parking	07/01/16	08/19/16	\$8300.00
1	Light Tower	Used for Rodeo and Derby	Action Sports Arena	08/01/16	08/15/16	\$216.00
Transportation						\$250.00
Emissions and Environmental						\$195.24
Tax						\$780.96
Total						\$10,738.20

- C. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- D. There shall be no additional charges for sales tax or environmental fees or delivery and pickup.
- B. To provide light towers according to the specifications as outlined.
- F. To deliver and pick up twenty-nine (29) rental light towers at the rate above.
- G. All deliveries and pick-ups shall take place between 7:00 a.m. - 3:00 p.m. on the dates specified above. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District. Contractor will be charged a twenty dollar (\$20.00) fee per day for each piece of equipment not removed from the premises on the specified pick-up date, unless mutually agreed upon in writing by both Contractor and the District.
- H. To deliver light towers full of fuel.
- I. Light towers shall have an extended mast height of 30 feet.
- J. Light towers shall have four (4) bulbs rated at 1000 watt ea. (4000 watt).
- K. 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 cover the cost of parts and labor for equipment repairs resulting from damage caused directly by the District. The District will not be responsible for paying for damage(s) to equipment, except if caused directly by the District. The District will not pay "Service Fees" for any repair service calls.
- B. To pay Contractor a total amount not to exceed TEN THOUSAND SEVEN HUNDRED THIRTY EIGHT DOLLARS AND 20/100 (\$10,738.20) based upon the unit price of each item as shown in the Contractor's Price Quotation dated June 24, 2016.
- C. To return equipment clean and full of fuel. If applicable, Contractor will charge \$7.99 per gallon.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

Quantity	Item Description	Additional Notes	Location	Cost	Account
2	Light Tower	For the Shuttle/Bus Stop	Gate 8	\$664.00	5220-51
1	Light Tower	For Ticketing	Green Gate	\$332.00	5220-51
25	Light Tower		Parking	\$8300.00	5220-51
1	Light Tower	Used for Rodeo and Derby	Action Sports Arena	\$216.00	5220-70
Transportation				\$250.00	5220-51
Emissions and Environmental				\$195.24	5220-51
Tax				\$780.96	5220-51

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's Invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number; and
4. Itemization of costs with equipment referred to and billed separately using the Department Location as each piece of equipment's name, specifications, rate, and dates of delivery/pick-up for each piece of equipment ordered.

Invoice 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.

Contractor/Bidder Firm Name (Printed) HERC RENTAL		Federal ID Number [REDACTED]
By (Authorized Signature) [Signature]		
Printed Name and Title of Person Signing JUSTIN PRIZES		
Date Executed 7/14/16	Executed in the County of OKLAHOMA	

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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, Orbltrons, 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. A. F. 

AGREEMENT NUMBER
SA-226-16FT


- 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
UNIVERSAL WASTE SYSTEMS, LLC
- The term of this Agreement is: **06/29/2016** through **08/17/2016** FED ID 
- The maximum amount of this Agreement is: **\$11,430.00**
- 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 portable toilets and sinks rental for 2016 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 – 6

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 10
 Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 11 – 13

Exhibit F – Portable Toilets and Sinks Delivery/Service Schedule and Price (Attached hereto as part of this agreement) Page 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.dfs.dgs.ca.gov/Standard+Language

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


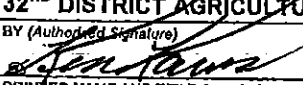
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) UNIVERSAL WASTE SYSTEMS, LLC		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8.25.2016	
PRINTED NAME AND TITLE OF PERSON SIGNING Brian Allen, Divisional Manager		
ADDRESS 13917 Stage Rd, Santa Fe Springs, CA 90670 760-574-6359		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8.26.16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide portable toilet and sink rentals to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from June 29, 2016 – August 17, 2016 for the 2016 OC Fair.
2. To provide 26 units of portable toilet and sink rentals as specified in this Agreement and according to the specifications provided in Contractor's quote dated June 25, 2016, and July 7, 2016 included as *Exhibit F – Portable Toilets and Sinks Delivery/Service Schedule and Price*
3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. All pumping services are to be conducted daily.

Pumping Services:

All services are daily. Any services Monday- Friday should be off grounds by 8:30am. Any Saturday/Sunday services should be off grounds by 7:00 a.m.; Pumping services for Portable Toilets and Sinks located in the Parking Compound must be completed first and cleaned up by 5:00 am.

5. 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.
6. Contract amount includes all costs including rental, services, tax, delivery, pickup, and any other charges. No additional costs should be added to the final amount.

DISTRICT AGREES:

- A. To pay Contractor a total amount not to exceed ELEVEN THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$11,430.00) based upon the unit price of each item as shown in the Contractor's Price Quotation dated June 25, and July 7, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

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. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

Invoice 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.

Contractor/Bidder Firm Name (Printed) Universal Waste Systems		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing Brian Allen Nelson, Divisional Manager		
Date Executed 8.25.2016	Executed in the County of Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12890 (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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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 Walvers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and walver of liability agreement (Form required by contractor/renter's Insurance company or CFSA Release and Walver 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-



EXHIBIT F – PORTABLE TOILETS AND SINKS DELIVERY/SERVICE SCHEDULE AND PRICE

The schedule below is used to determine the anticipated equipment needs and the "not to exceed" amount of the contract and is not a guarantee of services.

Quantity	Item Description	Location	Delivery	Pick-Up	Rental	Weekday Services	Weekend Services	Delivery & Removal	Extended Total	Tax	Total
1	Three Compartment Hot/Cold Sink w/ Sewer Drainage Connection	Parade of Products	06/29/16	08/17/16							
1	Portable Toilet	Davis School Lot	07/07/16	08/15/16	\$ 450.00	\$ 0.00	\$ 0.00	\$ 25.00	\$ 475.00	\$ 0.00	\$ 475.00
1	Two Compartment Hand Wash Station	Parking Department Compound	07/07/16	08/15/16	\$ 25.00	\$ 240.00	\$ 240.00	\$ 25.00	\$ 530.00	\$ 0.00	\$ 530.00
2	Portable Toilet	Parking Department Compound	07/07/16	08/15/16	\$ 25.00	\$ 165.00	\$ 120.00	\$ 25.00	\$ 335.00	\$ 0.00	\$ 335.00
1	Portable Hand Washing Station	Parking Department Compound	07/07/16	08/15/16	\$ 50.00	\$ 330.00	\$ 240.00	\$ 50.00	\$ 670.00	\$ 0.00	\$ 670.00
1	ADA Portable Toilet	Sheriff's Command Post	07/11/16	08/16/16	\$ 25.00	\$ 210.00	\$ 120.00	\$ 25.00	\$ 380.00	\$ 0.00	\$ 380.00
2	ADA Portable Toilet	Gate 4 (for Parking Staff usage)	07/13/16	08/15/16	\$ 25.00	\$ 210.00	\$ 120.00	\$ 25.00	\$ 380.00	\$ 0.00	\$ 380.00
2	Portable Toilet	Orange Coast College - Adams Lot	07/13/16	08/15/16	\$ 50.00	\$ 510.00	\$ 400.00	\$ 50.00	\$ 1,010.00	\$ 0.00	\$ 1,010.00
1	Two Compartment Hand Wash Station	Orange Coast College - Lot E	07/13/16	08/15/16	\$ 50.00	\$ 510.00	\$ 400.00	\$ 50.00	\$ 1,010.00	\$ 0.00	\$ 1,010.00
2	Portable Toilet	Orange Coast College - Lot E	07/13/16	08/15/16	\$ 25.00	\$ 255.00	\$ 200.00	\$ 25.00	\$ 505.00	\$ 0.00	\$ 505.00
1	Portable Toilet	Gate 3 - CAMPD	07/13/16	08/15/16	\$ 50.00	\$ 510.00	\$ 400.00	\$ 50.00	\$ 1,010.00	\$ 0.00	\$ 1,010.00
2	2 Portable Toilets on a Single Trailer with Haul	Esperian Lot (Delivery drop-off and pick-up will be at OCCEC Gate 4)	07/13/16	08/15/16	\$ 25.00	\$ 255.00	\$ 200.00	\$ 25.00	\$ 505.00	\$ 0.00	\$ 505.00
1	ADA Portable Toilet	BLUE GATE (Deliver to BLUE GATE PARKING LOT side in front of Tel Phi toilets)	07/14/16	08/16/16	\$ 200.00	\$ 240.00	\$ 600.00	\$ 50.00	\$ 1,190.00	\$ 0.00	\$ 1,190.00
2	Portable Toilet	BLUE GATE (Deliver to BLUE GATE PARKING LOT side in front of Tel Phi toilets)	07/14/16	08/16/16	\$ 25.00	\$ 470.00	\$ 0.00	\$ 25.00	\$ 520.00	\$ 0.00	\$ 520.00
1	ADA Portable Toilet	PACIFIC AMPHITHEATRE (Deliver to PAC AMP NORTH SIDE of Box Office on grass by Spectra Store room. Must be picked up on 7/15/16 between 2 p.m. and 3 p.m.)	07/14/16	07/15/16	\$ 25.00	\$ 0.00	\$ 20.00	\$ 25.00	\$ 70.00	\$ 0.00	\$ 70.00
2	Portable Toilet	PACIFIC AMPHITHEATRE (Deliver to PAC AMP NORTH SIDE of Box Office on grass by Spectra Store room. Must be picked up on 7/15/16 between 2 p.m. and 3 p.m.)	07/14/16	07/15/16	\$ 50.00	\$ 0.00	\$ 40.00	\$ 50.00	\$ 140.00	\$ 0.00	\$ 140.00
1	ADA Portable Toilet	YELLOW GATE (Deliver to YELLOW GATE AREA in parking lot near Corporation Yard)	07/14/16	08/16/16	\$ 25.00	\$ 470.00	\$ 0.00	\$ 25.00	\$ 520.00	\$ 0.00	\$ 520.00
2	Portable Toilet	YELLOW GATE (Deliver to YELLOW GATE AREA in parking lot near Corporation Yard)	07/14/16	08/16/16	\$ 25.00	\$ 470.00	\$ 0.00	\$ 25.00	\$ 520.00	\$ 0.00	\$ 1,040.00
					\$ 1,175.00	\$ 5,315.00	\$ 3,300.00	\$ 600.00	\$ 10,390.00	\$ 0.00	\$ 11,430.00

NOTE: CONTRACTOR TO PROVIDE SERVICES ON ALL PHELOS FOR WEEKDAY AND WEEKEND WITH \$5.00

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 STD. 210 (Revised 8/2003)

CONTRACT NUMBER SA-227-16FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER FAID
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
 Attn: Accounts Payable

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. ELYSSA FOURNIER
---	---

2. The agreement term is from 08/03/16 through 08/04/16

3. The maximum amount payable is \$ 250.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 250.00

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 – Cake Demonstrations at the 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 010 GIA* *If not attached, view at www.ols.dgs.ca.gov/Standard+Language
 Other Exhibits (List) See Section 6 above.

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

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME		CONTRACTOR'S NAME	
32 ND DISTRICT AGRICULTURAL ASSOCIATION		Elyssa Fournier	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-13-16	BY (Authorized Signature) <i>Elyssa Fournier</i>	DATE SIGNED 7-10-16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Elyssa Fournier	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 612 Poinsettia Ave, Corona del Mar, CA 92625 (949) 903-2253; elyssa@mixed-bakery.com	
FUND TITLE Operating	ITEM 5780-80	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 <input checked="" type="checkbox"/>	DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide daily, hands-on cake demonstrations for patrons and display on August 3 and August 4 for the 2016 OC Fair.
- B. Demonstrations shall take place Wednesday and Thursday from 1:00 p.m. to 6:00 p.m. in the Culinary Exhibit located in the OC Promenade.
- C. To coordinate setup, teardown, transfer and removal of demonstration equipment with District staff.
- D. To provide tools and supplies for cake demonstrations.
- E. To provide necessary staff to conduct demonstrations and answer questions from patrons during demonstration hours.
- 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 one (1) space no less than 8' x 8' for demonstration and exhibit purposes in the Garden & Floral Exhibit area (Building 15) and Exhibit Promenade. Final space size to be determined by the District.
- B. To provide signage with Contractor's name and contact information.
- C. To provide admission credentials and parking passes, as necessary.
- D. To pay Contractor a total sum not to exceed TWO HUNDRED FIFTY DOLLARS (\$250.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be made Net 10 and delivered via the US Mail.

E. To provide SELi. (\$22.00) *MUK*

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-80 - \$250.00

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of services herein required according to the following:

Contractor will provide invoice for two days (2) days worked at the daily rate of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) per day, for a total of TWO HUNDRED FIFTY DOLLARS (\$250.00), to be submitted on Sunday, August 5, 2016. Payment will be made Net 10 upon submission of invoice.

Invoices may be sent via email to AP@ocfair.com or mailed/delivered 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.



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

CCG-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.

Contractor/Bidder Firm Name (Printed) <i>Elyssa Fournier</i>		Federal ID Number
By (Authorized Signature) <i>Elyssa Fournier</i>		
Printed Name and Title of Person Signing		
Date Executed <i>7/27/16</i>	Executed In the County of <i>Orange</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.dlr.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
 STD. 210 (Revised 6/2003)

R SA A F

CONTRACT NUMBER SA-228-16FT	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
 Attn: Accounts Payable

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
CCC's <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. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor. MUDDY'S STUDIO
---	--

2. The agreement term is from 07/08/16 through 08/17/16

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ - 0 -

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 – Ceramics Demonstration and Exhibit 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

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.dqs.ca.gov/Standard+Language
 Other Exhibits (List) See Section A 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 MUDDY'S STUDIO	BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 8-14-16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Kevin Myers or Gina Myers, Owner	BY (Authorized Signature) <i>Gina Myers</i>	DATE SIGNED 8/16/16
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 2610 S. Halladay Street, Santa Ana, CA 92705 (714) 641-4077	FISCAL YEAR CHAPTER STATUTE OBJECT CODE	
FUND TITLE	ITEM	SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		DATE SIGNED	



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide a ceramics demonstration stage and retail exhibit in Crafter's Village from July 15 – August 14 at the 2016 OC Fair.
- B. To set up the display beginning Friday, July 8, 2016, to be completed by Wednesday, July 13, by 6:00 p.m. To remove the display no earlier than 11:59 p.m., Sunday, August 14, to be completed by Wednesday, August 17, 2016. Exact schedule to be determined and communicated to Contractor by District staff. Contractor must receive approval from the District prior to tearing down display.
- C. To staff the retail exhibit during all hours of operation.
- D. To provide assistance and oversight in the demonstration area, as determined necessary by the District.
- E. To assist District staff in acquiring demonstrators for all hours of the OC Fair.
- F. To provide narrated demonstrations at 2:30 p.m., 4:30 p.m. and 7:30 p.m. each day of the OC Fair (closed Mondays and Tuesdays).
- G. To provide retail opportunities on behalf of ceramics demonstrators as per their contracts with Muddy's Studio.
- H. To provide record of sales to the District at the end of the OC Fair.
- I. 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.
- J. 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 (1) 20' x 20' canopy and space for retail purposes in Crafter's Village at no cost to Contractor.
- B. To provide three (3) 10' x 10' canopies and space for demonstration at no cost to Contractor.
- C. To provide display equipment and décor, as available. Contractor may install décor and display equipment if desired.
- D. To provide lighting and sound equipment.
- E. To assist in the solicitation and booking of demonstrators with letters, mailings and scheduling.
- F. To provide reasonable amenities for demonstrators such as water, refrigerator and rest area.
- G. To provide necessary admission credentials and parking passes to Contractor and demonstrators.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

N/A

PAYMENT PROVISIONS:

N/A

-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.

Contractor/Bidder Firm Name (Printed) <i>Muddy's Studio</i>		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>Gina Myers</i>		
Date Executed <i>8/11/14</i>	Executed in the County of <i>Orange County</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 02/2003)

EMILIA MARTINEZ

CONTRACT NUMBER SA-229-16SP	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 Contractor, EL AVISO
---	--

2. The agreement term is from 07/15/2016 through 08/14/2016

3. The maximum amount payable is \$32,850.00 (TRADE)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$32,850.00 (TRADE) (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
- Exhibit C – 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.) EL AVISO		
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-22-16	BY (Authorized Signature) <i>Maria A. Zepeda</i>	DATE SIGNED 7/12/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Maria A. Zepeda-Eulloqui, Branch office Manager/Operations Director (714) 263-0399		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 1524 West 5th Street, Santa Ana, CA 92703		
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>
			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. To be a sponsor of the 2016 OC Fair from July 15, 2016 – August 14, 2016 specific to the following events:
 - a. Fiesta Del Charro at the Action Sports Arena (August 7, 2016)
 - b. Mariachi Sol De Mexico de Jose Hernandez at Hangar Building (August 7, 2016)
2. To provide TRADE in the sum of THIRTY-TWO THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS (\$32,850.00) as a sponsorship fee, due upon execution of this agreement.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**

4. To provide District with one (1) ½ page ad in El Aviso running for six (6) weeks (circulation 325,000 copies per week in all 13 markets)
 - a. Ed# 28 Week of 7/04/2016
 - b. Ed# 29 Week of 7/11/2016
 - c. Ed# 30 Week of 7/18/2016
 - d. Ed# 31 Week of 7/25/2016
 - e. Ed# 32 Week of 8/01/2016
 - f. Ed# 33 Week of 8/08/2016
5. To provide a cover ad and full page editorial article in the EL AVISO OC Edition for one (1) week (circulation 50,000 consumers in Markets 7 & 9); July 25, 2016 Issue
6. To provide District one (1) ½ page ad in the El Aviso OC Edition to promote Fiesta Del Charro at the Action Sports Arena (August 7, 2016) and Mariachi Sol De Mexico de Jose Hernandez at Hangar Building (August 7, 2016)
7. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
8. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
9. To verify all Sponsor'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. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the



badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair.

- c. Any staff working less than ten (10) days will be provided single-day working credentials.
11. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
12. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
13. That mobile tour and other exhibitors may be near the designated spaces.
14. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
15. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
16. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide Sponsor with sponsorship of the 2016 OC Fair specific to the following events:
 - a. Fiesta Del Charro at the Action Sports Arena (August 7, 2016)
 - b. Mariachi Sol De Mexico de Jose Hernandez at Hangar Building (August 7, 2016)
2. To provide Sponsor dedicated display space during the days of the two (2) sponsored events at the corresponding locations (Action Sports Arena, Hangar Building).
 - a. One (1) 6' table and two (2) chairs
3. To provide Sponsor with two (2) sign spaces during the two (2) sponsored events at the Action Sports Arena and The Hangar.
4. To produce sponsor name/logo on two (2) bottom sections of the directional cubes at the three (3) Guest Entrance Gates (signage to be produced/installed by the District);
5. To provide Sponsor with the following promotional components:
 - a. Sponsor to distribute gift bags including the El Aviso publication before, during, and after the two (2) sponsored events at the corresponding location (Action Sports Arena, Hangar Building)(Gift bags



and content to be designed, funded, provided and distributed by Sponsor)(Gift bag design and content to be approved by the District In advance of distribution).

6. To Include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc.
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue
 - d. On the 2016 OC Fair web site with a link to the Sponsor web site
7. To provide the following hospitality benefits:
 - a. Three hundred and fifty (350) 2016 OC Fair Admission Tickets
 - b. Twenty (20) 2016 OC Fair Main Lot Single Day Parking Passes
 - c. Two (2) Single Day F Lot Parking Passes for August 7, 2016 for sponsored events at The Hangar and Action Sports Arena.
 - d. Ten (10) Carnival Ride Cards (three [3] rides per card)
 - e. Six (6) tickets to each of the two (2) sponsored events: Fiesta del Charro and Mariachi Sol De Mexico de Jose Hernandez
 - f. Two (2) tickets to one (1) concert at the Pacific Amphitheatre
8. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to the Sponsor's display

- End Exhibit A -

3/20/16



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

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 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.

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 (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 and (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 (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-

RYAN L. MAKAI

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-230-16SP	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 Contractor. MAKAI INC.
---	--

2. The agreement term is from 07/22/2016 through 07/24/2016

3. The maximum amount payable is **\$12,600.00 (CASH)**
pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
Other **\$12,600.00 (CASH)** (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
Exhibit C - Insurance Requirements (Attached hereto as part of this agreement)
Exhibit D - Rules and Regulations Governing Rental Space

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.) MAKAI INC.	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-22-16	BY (Authorized Signature) <i>Erika Grubenow</i>	DATE SIGNED 7/20/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Erika Grubenow, Western Regional Operations Coordinator (310) 546-9585 ext. 309	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 211 Nevada St., El Segundo, CA 90245	

FUND TITLE Sales	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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

CONTRACTOR AGREES:

1. That space shall be used for the following purpose only: Maruchan Ramen Promotion (10' x 10' tent and 10' x 20' sprinter vehicle) for the distribution of Maruchan Ramen pillow pack samples on July 22-24, 2016.
2. To provide payment in the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 20, 2016.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Agency require the approval of the District prior to implementation.
5. To verify all Agency'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Agency will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Agency's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide a 30' x 10' space located at the designated mobile marketing space inside of Green Gate at the 2016 OC Fair on July 22-24, 2016.
2. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Agency staff assigned to the Mobile Marketing Tour in the form of single-day working credentials (for staff working less than ten [10] days.)
3. To provide electricity up to 50 amps (each additional amp will be at a \$4.00 charge per amp).



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

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 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.

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 (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 and (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 (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-



EXHIBIT D - RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment of property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC Fair-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

RMAA MAKE

CONTRACT NUMBER SA-231-16SP	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
 OCCs 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 Contractor. SELECT COMFORT CORPORATION DBA: SLEEP NUMBER
---	--

2. The agreement term is from 07/07/2016 through 08/15/2016

3. The maximum amount payable is \$35,000.00 (CASH), \$40,000.00 (PREMIUM SPACE)

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$35,000.00 (CASH), \$40,000.00 (PREMIUM SPACE) (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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.pls.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.) SELECT COMFORT CORPORATION DBA: SLEEP NUMBER	BY (Authorized Signature) <i>Michele Richards</i>	BY (Authorized Signature) <i>Jim Levine</i>
DATE SIGNED 7-22-16	DATE SIGNED 7/11/16	PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Jim Levine, Senior Manager of US Events (763) 651-7069
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 9800 58th Avenue North, Minneapolis, MN 55442		

FUND TITLE Sales	ITEM 4375-87	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 <i>zs</i>	DATE SIGNED
--	-------------

**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS****CONTRACTOR AGREES:**

1. To be a sponsor of the 2016 OC Fair from July 15, 2016 -- August 16, 2016.
2. To provide payment in the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 10, 2016.

Payments shall be remitted to the following address:

OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626

3. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s)
 - b. Any staff member working ten (10) days or more at the 2016 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2016 OC Fair
 - c. Any staff working less than ten (10) days will be provided single-day working credentials
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. each Wednesday-Friday
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.



12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide Sponsor with onsite space as well as sponsorship of Action Sports Arena.
2. To include Sponsor name/logo in the following signage at Action Sports Arena during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. Two (2) Dasher boards at Action Sports Arena
3. To include Sponsor name/logo in the following signage in Festival of Products Building during the 2016 OC Fair (signage to be produced/installed by the District):
 - a. Ten (10) 32"x12" window decals at the entrance(s)
 - b. Hanging banner on the outside entrance
 - c. One (1) 36" round, branded floor decal to display in front of display space FP #401, #402, #501, #502
 - d. One (1) 4'x2' branded sign to display over display space FP #401, #402, #501, #502.
4. To provide Sponsor with one (1) 20'x20' display space in Festival of Product Building (FP #401, #402, #501, #502).
5. To provide Sponsor access to one (1) complimentary Wi-Fi connection or DSL line for staff use at display space FP #401, #402, #501, #502.
6. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines)
 - b. In all applicable 2016 print advertising
 - c. In the @The Fair e-newsletter, summer issue (pending deadline)
 - d. On the 2016 OC Fair web site with a link to the Sponsor web site
7. To provide the following credentials for Sponsor staff who will be working on-site at Sponsor's display:
 - a. Ten (10) 2016 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags)
 - b. Ten (10) 2016 OC Fair Photo Credentials per booth for working staff (10 total photo credentials)
 - c. One hundred and thirty-six (136) 2016 OC Fair Single Day Working Credentials for working staff
 - d. Three (3) 2016 OC Fair F Lot Parking Hang Tags
8. To provide the following hospitality benefits:
 - a. One hundred (100) 2016 OC Fair Admission Tickets
 - b. Two (2) tickets to each of the 23 concerts at the Pacific Amphitheatre Terrace Level (pre-order and availability apply).



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

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 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.

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 (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 and (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 (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-

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that It will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public; but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC Fair-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

R. W. A. F. M.

CONTRACT NUMBER SA-232-16LS	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
 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 State. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor. WESTMINSTER FFA
--	---

2. The agreement term is from 07/24/16 through 07/25/16

3. The maximum amount payable is \$ 1,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 1,500.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work
- 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:

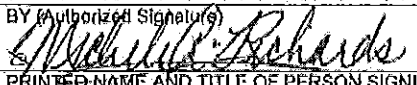
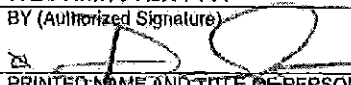
STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) WESTMINSTER FFA	
BY (Authorized Signature) 	DATE SIGNED <u>7-25-16</u>	BY (Authorized Signature) 	DATE SIGNED <u>7/22/16</u>
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Dave Eusantos, Advisor	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 14325 Goldenwest Street, Westminster, CA 92863 (714) 893-1381, ext. 4650	
FUND TITLE Livestock	ITEM 5100-62	FISCAL YEAR	CHAPTER
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		STATUTE	OBJECT CODE
		SIGNATURE OF ACCOUNTING OFFICER <input checked="" type="checkbox"/>	DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide for the completion of the following:
- July 24 – Livestock area clean-up and tear down. Assist with sorting animals for load-out. Assist with load-out.
 - July 25 – Set-up of small animal cages and animal pens in the Livestock area.
- B. To provide a minimum of twenty (20) FFA members and two (2) adults for service under the direction of the Livestock Department based on the time below.
- C. Work is to be provided as follows:
- No earlier than 10:00 p.m. on Sunday, July 24
 - No earlier than 8:00 a.m. on Monday, July 25 and completed no later than 4:00 p.m. Monday, July 25.
- D. To provide the necessary tools (i.e. leaf rakes, scoop shovels, pitch forks, 9/16 wrenches, linesman pliers, brooms) needed in order to complete tasks assigned.
- E. To complete and return, to the OC Fair, proper applications of employee documentation as needed and directed.
- F. To support policies and decisions of District Management.
- G. To process volunteers/staff through the completion of Megan's Law Screening & Certification.
- H. Contractor fee is inclusive of all services rendered as well as all travel expenses incurred during the term of the Agreement.
- I. 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 (1) Supervisor from the Livestock Department and at least two (2) OC Fair personnel to oversee the work and operate forklifts, electric carts, and/or other State vehicles.
- B. To pay ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

- End Exhibit A -



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-82 – Livestock

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. 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.

Contractor/Bidder Firm Name (Printed) <i>WHS FFA</i>		Federal ID Number
By (Authorized Signature) 		
Printed Name and Title of Person Signing <i>DAVE EUSANTOC</i>		
Date Executed <i>7/22/16</i>	Executed in the County of <i>ORANGE</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 – 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 any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types without a paid gate and with 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 05/03)

Rid AYE EAU

AGREEMENT NUMBER SA-233-16FT
REGISTRATION NUMBER

- 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
UNITED SITE SERVICES OF CALIFORNIA, INC.
- The term of this Agreement is: **7/13/2016** through **8/15/2016** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$16,045.37**
- 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 rent ADA Restroom Trailers and Sinks. Additional Scope of Work continued on page 2.	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
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 9-12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

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.) UNITED SITE SERVICES OF CALIFORNIA, INC.		
BY (Authorized Signature) <i>AS</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Adam W. Jacobs, Secretary		
ADDRESS 4511 N. Rowland Avenue, El Monte, CA 91731 (800) 638-1233		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>KS</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. Delivery, Installation and Pick-up:

- a. Delivery, Installation and Pick-up shall take place as requested by the District as listed in Item 1.
- b. Each delivery/pick-up must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
- c. Contractor is responsible for conducting all installation.
- d. All deliveries, installations and pick-ups shall be scheduled between the hours of 7:00 a.m. to 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays except during the annual OC Fair; unless otherwise instructed by the District.
- e. All installation during the annual OC Fair, which takes place July 15 through August 14 in 2016, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
- f. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the services.
- g. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
- h. Contractor to provide services to all applicable units for duration of rental period including weekends and weekdays.
- i.

Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delivery	Pick-Up
1	EACH	Deep Sink with Water faucet and a Water Tank	It's for the kitchen in the back for Spectra; needs to be deep and wide so they can be able to clean large pots, trays, ect.	Business Develop. Area	7/1/2016	8/15/2016
1	EACH	Heated Handwash Station	With Soap and Paper Towel Dispensers	Building 15 in the center room.	7/14/2016	8/15/2016
1	EACH	ADA Portable Toilet	Service Wednesday - Monday	Costa Mesa High School	ASAP	8/15/2016
1	EACH	Portable Hand Washing Station	Service Wednesday - Monday	Costa Mesa High School	ASAP	8/15/2016
2	EACH	ADA Portable Trailer	Service Wednesday - Monday	Livestock Lane, Midway	ASAP	8/18/2016

DISTRICT AGREES:

- 1. To provide Contractor with access to District property in order to deliver/install and pick-up/remove all portable restroom trailers and sinks.
- 2. District is responsible for cost of replacement and/or repairs to rental materials that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
- 3. To pay Contractor a total sum not to exceed SIXTEEN THOUSAND FORTY FIVE DOLLARS AND 37/100 (\$16,045.37) upon completion of services herein required and receipt of proper invoice.



Location	Delivery	Pick-Up	Account	Price	Weekday Service	Weekend Service	Delivery, Removal	Total
Business Develop. Area	7/1/2016	8/15/2016	5220-06	\$ 380.00			\$ 20.00	\$ 400.00
Bullding 15 in the center room.	7/14/2016	8/15/2016	5220-42	\$ 60.00	\$ 340.00		\$ 10.00	\$ 410.00
Costa Mesa High School	ASAP	8/15/2016	5220-51	\$ 65.00	\$ 238.00	\$ 1,500.00	\$ 10.00	\$ 1,813.00
Costa Mesa High School	ASAP	8/15/2016	5220-51	\$ 30.00	\$ 238.00	\$ 180.00	\$ 10.00	\$ 458.00
Livestock Lane, Midway	ASAP	8/18/2016	5220-63	\$ 1,000.00			\$ 10,097.42	\$ 11,097.42
							Subtotal	\$ 14,178.42
							Environmental Fee	\$ 1,700.14
							Tax	\$ 166.81
							Total	\$ 16,045.37



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice 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.

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.)
- 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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-

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STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-234-16SP	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 Contractor. J. WALTER THOMPSON
---	--

2. The agreement term is from 07/15/2016 through 07/17/2016

3. The maximum amount payable is **\$12,500.00 (CASH)**
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$12,500.00 (CASH)** (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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.) J. WALTER THOMPSON	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Chelsea McGulre (914) 417-7498	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 3630 Peachtree Rd., #1200, Atlanta, GA 30326	
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>	
		DATE SIGNED	



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

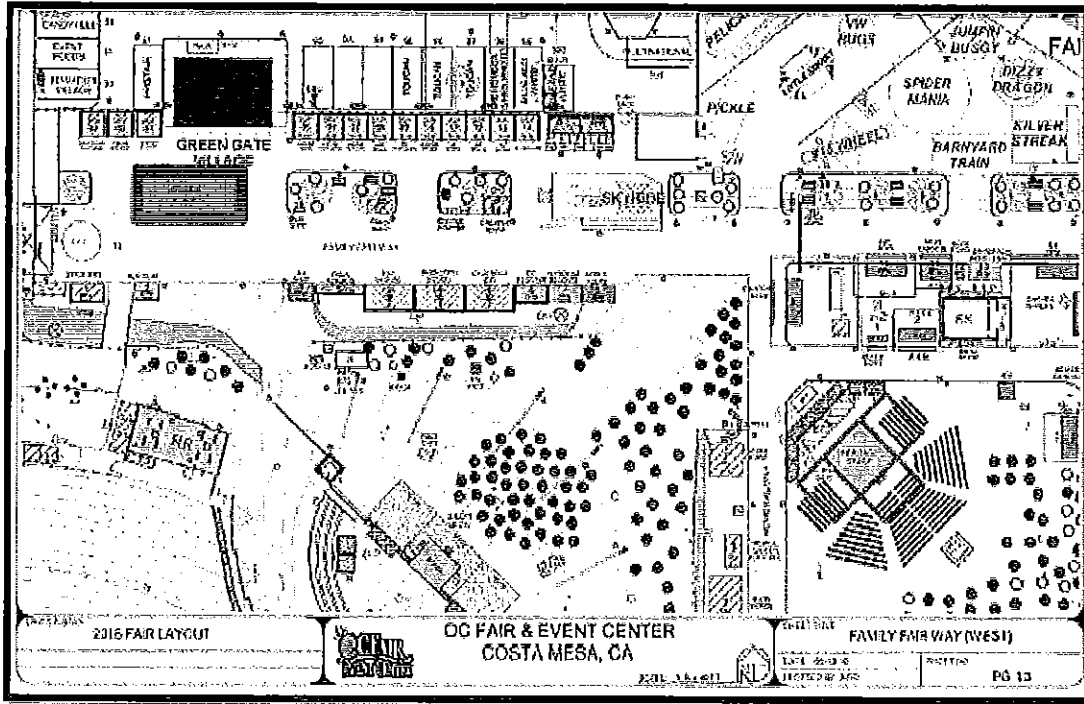
CONTRACTOR AGREES:

1. **That space shall be used for the following purpose only:** United States Marine Corps Promotion (branded hummer on site, pull up bar, tent) for USMC recruitment and information.
 - a. The vehicle must have a quarter tank of gas or less, the gas cap must be sealed, battery must be disconnected, and the Fair must have access to a set of keys at all times that the vehicle is on site.
2. To provide payment in the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 20, 2016.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Agency require the approval of the District prior to implementation.
5. To verify all Agency'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
7. Agency will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Agency's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide a 30' x 20' space located at the designated mobile marketing space inside of Green Gate at the 2016 OC Fair
2. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Agency staff assigned to the Mobile Marketing Tour in the form of single-day working credentials.
3. To provide electricity up to 50 amps (each additional amp will be at a \$4.00 charge per amp).



- 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 or 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

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 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.

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 (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 and (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other Intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC FEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 SFD 213 (Rev. 04/02/03)

CONTRACT NUMBER SA-235-16FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		FED ID: XXXXXXXXXX

Handwritten signature

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
 Attn: Accounts Payable

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. CHOPSHOP
--	--

2. The agreement term is from 07/14/16 through 09/09/2016

3. The maximum amount payable is \$ 4,000.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 4,000.00

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 -- Provide Videography Services for 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

EXHIBITS (Items checked in this box are hereby incorporated by reference and remain a part of this Agreement by this reference as if attached hereto.)
 GTC'SF 010 GIA * If not attached, view at www.ois.dys.ca.gov/StandardLanguage
 Other Exhibits (List) See item 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 CHOPSHOP	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 7-23-16	BY (Authorized Signature) <i>Ken Anderson</i>	DATE SIGNED 7/21/2016
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Ken Anderson, Vice President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 20342 SW Acacia St., Suite 200, Newport Beach, CA 92660 (949) 838-0355	
FUND TITLE Operating	ITEM 5430-18	FISCAL YEAR	CHAPTER
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		STATUTE	OBJECT CODE
		SIGNATURE OF ACCOUNTING OFFICER	
		DATE SIGNED	



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. Event B-Roll (High Definition)

- I. Contractor to shoot approximately twenty-five (25) hours of high definition b-roll for the 2016 OC Fair. Specific shooting schedule shall be mutually determined by the District and Contractor.
- II. Contractor to provide digital files to the District.
- III. Due Date: Ongoing/As-Needed

B. Create Post-OC Fair Media Wrap-Up Video

- I. Contractor to produce (1) version of an OC Fair media wrap-up video consisting of a compilation of broadcast media footage. One (1) shall be under five (5) minutes and one (1) shall be uSTET.
- II. Includes graphics, music and footage.
- III. Contractor shall provide fifteen (15) DVD copies of the OC Fair media wrap-up videos to the District.
- IV. In addition, Contractor shall provide ten (10) DVD copies of all OC Fair food segments divided onto a separate DVD.
- V. Due Date: September 9, 2016

STATE AGREES:

- I. To pay Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED NINETY DOLLARS (\$4,999.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #:

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 contain the District's Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

-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.

Contractor/Bidder Firm Name (Printed) CHOPSHOP ENTERTAINMENT, INC.		Federal ID Number [REDACTED]
By (Authorized Signature) 		
Printed Name and Title of Person Signing KEN ANDERSON VP		
Date Executed 7/21/2016	Executed in the County of ORANGE	

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 §10298) (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 - 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 Kiddle Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbltrons, 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

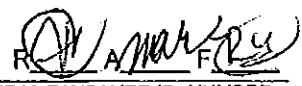
- C. **Master Certificates:**
A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

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.


 R. A. Kramer
 F. R.

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-236-16FT	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
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. EUROPEAN EQUINE ASSOCIATES, INC.
---	--

2. The agreement term is from 08/09/16 through 08/15/16

3. The maximum amount payable is \$ 7,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 7,500.00 (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.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – Educational Horse Show Exhibit 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* 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.) EUROPEAN EQUINE ASSOCIATES, INC.	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Rodarmel, President	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 381 Shadow Tree Drive, Oceanside, CA 92058 (760) 672-7000	


FUND TITLE Operating	ITEM 5100-62	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 an educational exhibit highlighting a variety of horse-related activities in the Livestock area from August 10 – August 14 for the 2016 OC Fair.
- B. To begin setting up the exhibit either the afternoon of Monday, August 8 or Tuesday, August 9, 2016 at a time to be arranged with the Livestock Supervisor.
- C. To provide demonstrations and/or activities featuring the following:
 - 1. One (1) French Warmblood full grown horse, one (1) mini horse and one (1) pony.
 - 2. Tacking and untacking horses for exercise and horse show days.
 - 3. Grooming care such as bathing, brushing, and hair and hoof care techniques.
 - 4. Mounting and dismounting a horse properly as well as position, and hand and leg control.
 - 5. Teaching body parts of the horse.
 - 6. Teaching and explaining the relationship between the human and horse as well as the benefits used in disability riding therapy programs.
 - 7. Area with the labeling and display of various types of tack equipment, necessary clothing and essentials in horse showing and normal day to day care of horses.
 - 8. Full size jump display at each entrance to show the heights and sizes of horses that would be jumping during show competitions. One will be a traditional "show jumper" jump and the other will be a traditional "hunter style" jump.
 - 9. Small size horse jumps for kids to lower, raise and jump.
 - 10. Display of various photos, ribbons and awards.
 - 11. Mounted flat screen and video showing competitions and different types of horse show classes.
 - 12. Discussion/display of the food and treats that horses enjoy.
 - 13. Show trunks on display so the public can see what goes inside and how to pack for a week long horse show.
 - 14. To provide a craft activity and all supplies for the cost to the public of two-dollars (\$2.00) per craft.
 - 15. To transport the horses to and from.
- D. To provide staffing, signage, tools, and equipment necessary to maintain exhibit, including the daily cleaning, feeding, providing of fresh water and monitoring of animals.
- E. To allow and make animals available to be checked by the District's veterinarian at no charge to contractor (Note: This a standard practice for all live animals brought on OCFEC)
- 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. To remove the exhibit no earlier than Sunday, August 14, 2016 at 10:00 p.m. to be completed by Monday, August 15, 2016 at 3:00 p.m. Contractor must receive approval from the District prior to tear down.
- H. 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 space for the exhibit in the Livestock area under the Swine Tent. Final size and location shall be determined by the District.
- B. To provide livestock horse pens and trash receptacles as warranted.
- C. To provide bedding such as straw or shavings for animals on display at no cost to the exhibitor.
- D. To provide orchard grass, alfalfa and Bermuda hay at no cost to the exhibitor.
- E. To provide horse mats at no cost to the exhibitor.
- F. To provide exhibit signage at no cost to the exhibitor.
- G. To allow Contractor to provide a craft activity and all supplies for the cost to the public of two-dollars (\$2.00) per craft
- H. To provide necessary admission credential(s) and parking passes to Contractor.

SA-236-16FT

EUROPEAN EQUINE ASSOCIATES, INC.

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- I. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation Insurance, as applicable.
- J. To pay Contractor a total sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-62

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and receipt of proper invoice.

Payment will be made upon satisfactory completion of services herein required and upon receipt of proper invoice. All invoices are to be included the District's Purchase Order (PO) number.

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 counselling, 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-237-16PA	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. SIMPKIN PROJECT LLC
--	---

2. The agreement term is from 08/13/16 through 08/14/16

3. The maximum amount payable is \$ 3,000.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 3,000.00 (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 – Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (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.) SIMPKIN PROJECT LLC	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Jared Segawa, Manager	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL Cornerstone Management 1927 Curtls Ave. Redondo Beach, CA 90278 (310) 256-7546 jaredsegawa@gmail.com	


FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5790-72				
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 performance group The Simpkin Project on Saturday, August 13 and Sunday, August 14, in support of Steel Pulse and Ziggy Marley.
- B. To perform one (1) 35 minute set on Pacific Amphitheatre stage beginning at 5:30 p.m.
- C. 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:

- A. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
- B. To provide box office, ticket takers, security, usher staff and concessions.
- C. To provide a dressing room trailer in the backstage area.
- D. To provide complimentary parking and admission for performer, crew and management only.
- E. To provide ten (10) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking. To provide marketing, advertising and promotion as part of the 2016 OC Fair collateral material.
- F. To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required according to the following payment schedule:
 - a. Contractor will be paid a total of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on Saturday, August 13, 2016.
 - b. Contractor will be paid a total of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on Sunday, August 14, 2016.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of services herein required according to the following schedule:

1. Contractor will be paid a total of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on Saturday, August 13, 2016.
2. Contractor will be paid a total of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) on Sunday, August 14, 2016.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment if a fully signed contract and other required documents have not been received by the District.

-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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted 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 the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

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

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service 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. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre 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 Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

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 Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that 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(s) on the preprinted blank line on the first page.

Kathy Kramer, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

R *[Signature]* F *[Signature]*

AGREEMENT NUMBER SA-238-16WR
REGISTRATION NUMBER

- 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
JERRY LIU & ASSOCIATES
- The term of this Agreement is: **08/08/2015** through **5/31/2018** FED ID: [REDACTED]
- The maximum amount of this Agreement is: **\$54,500.00, with 3 (1) year options to renew at the sole discretion of the District Not to Exceed \$90,500.00 with inclusion of option years**
- 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 rebuild the OC Fair and Event Center website. Additional Scope of Work continued on page 2.	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
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 9-12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

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.) JERRY LIU & ASSOCIATES		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 8/31/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Liu, President		
ADDRESS P.O Box 61223, Irvine, CA 92602 (800) 638-1233		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 8/31/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CPE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

1. Scope of Work:

Contractor to plan, develop, implement, editing, and provide any services to complete website rebuild for OC Fair website. The website design shall meet the following criteria and meet RFP site specifications:

- a. General Site Features.
- b. Homepage.
- c. Calendar Interactivity and Details.
- d. Vendor Listing Pages.
- e. Photo and Videos.
- f. Map and Directions.
- g. Media/Press Room.
- h. Backend Applications/functions.
- i. Other Pages.
- j. Partnerships/Sponsorships.
- k. Social Media Integration.
- l. Mobile Version.
- m. Email and Message Marketing Integration.
- n. Search Engine Optimization.
- o. Site Maintenance.
- p. Support
- q. Ongoing Future Enhancements
- r. Security
- s. Training and maintenance
- t. Testing
- u. Tracking

CONTRACTOR AGREES:

- 1. The District's Request for Proposal (RFP) for Website Rebuild, WR-02-16, issued April 26, 2016, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.
- 2. The Contractor's proposal for Website Rebuild, dated May 16, 2016, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.
- 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 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. The term of this contract is from August 8, 2016 – May 31, 2018 with three (3) one-year options to renew. The agreement options are to be exercise independently and at the sole discretion of the District.
- 2. To host the website.
- 3. To pay the Contractor a total amount not to exceed FIFTY FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$54,500.00) for two years and not to exceed NINETY THOUSAND FIVE HUNDRED AND 00/100 (\$90,500.00) for inclusion option years based upon the rate as shown below:



EXHIBIT A - SCOPE OF WORK (CONT.)

Year One

Project Phase	Cost
Development and Implementation	\$37,500.00
Service, Support, Editing	\$5,000.00
Total:	\$42,500.00

Year Two

Project Name	Project Cost
Service, Support, Editing	\$12,000.00
Total:	\$12,000.00

Year Three

Project Name	Project Cost
Service, Support, Editing	\$12,000.00
Total:	\$12,000.00

Year Four

Project Name	Project Cost
Service, Support, Editing	\$12,000.00
Total:	\$12,000.00

Year Five

Project Name	Project Cost
Service, Support, Editing	\$12,000.00
Total:	\$12,000.00

Cumulative Total (2016 - 2021)	\$90,500.00
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EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5120-21

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

Invoice shall be itemized and contain the District's Purchase Order number. Invoice 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-



GTC 610

EXHIBIT C – GENERAL TERMS AND CONDITIONS

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.)
- 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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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.

Contractor/Bidder Firm Name (Printed) Jerry Liu & ASSOCIATES		Federal ID Number 
By (Authorized Signature) 		
Printed Name and Title of Person Signing JERRY LIU President		
Date Executed 8/31/16	Executed in the County of ORANGE	

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.)

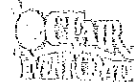


EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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)

Handwritten initials and signature

CONTRACT NUMBER SA-213-16SP	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
 GCCs 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 Contractor. HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT
---	--

2. The agreement term is from 07/01/2016 through 06/30/2017

3. The maximum amount payable is \$6,061 (TRADE)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$6,601.00 (TRADE) (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
 - Exhibit C – 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.) HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED 7/12/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Nichelle Hagan, Director of Sales & Marketing	ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 2720 Hotel Terrace Drive, Santa Ana, CA 92705

FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A -- SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. Hampton Inn & Suites Santa Ana/Orange County Airport to be a Preferred Hotel Partner of 2016 OC Fair from (July 1, 2016- June 30, 2017).
2. To provide trade in sum of SIX THOUSAND AND SIXTY-ONE DOLLARS (\$6,061). TWENTY-NINE (29) complimentary room nights valued at (\$209.00) valid for one (1) year. Reservations of these rooms are subject to availability and preferably should be made with a minimum of fourteen (14) days advance notice. All reservations requests to be sent to Nichele Hagon, Director of Sales & Marketing via email or phone.
3. Provide a fact-sheet to the OC Fair & event Center's Event Sales & Service Team to distribute to all event promoters who execute an event at the OC Fair and Event Center.
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

DISTRICT AGREES:

1. To list The Hampton Inn & Suites Santa Ana/Orange County as a preferred hotel of the 2016 OC Fair as well as the OC Fair and Event Center from July 1, 2016 - June 30, 2017.
2. To include Sponsor logo:
 - a. In all applicable 2016 OC Fair collateral including the OC Fair Brochure, Dally Schedule, etc. (pending deadlines).
 - b. In all applicable 2016 print advertising.
 - c. In the @The Fair e-newsletter, summer Issue (pending deadline).
 - d. On the 2016 OC Fair website with a link to the Sponsor booking splash page.
3. To provide the following hospitality benefits:
 - a. Forty (40) 2016 OC Fair Admission Tickets.
 - b. One (1) 2016 OC Fair Parking Lot Hang Tag (F-Lot).
 - c. Fifteen (15) 2016 OC Fair Parking Passes (Adam's Lot).
 - d. Thirty (30) Carnival Ride Cards (three [3] rides per card).
 - e. Two (2) seats to two (2) 2016 Pacific Amphitheatre concert (tickets subject to availability).
 - f. Two- (2) seats to one (1) 2016 Hanger show (tickets subject to availability).



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

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 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.

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 (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 and (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 (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. M. ...

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-239-16SP	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 Contractor. MOTIVE GROUP INC.
---	---

2. The agreement term is from 08/14/2016 through 08/14/2016

3. The maximum amount payable is **\$5,000.00 (CASH)**

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$5,000.00 (CASH)** (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
- Exhibit C – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit D – Rules and Regulations Governing Rental Space

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.) MOTIVE GROUP INC.	BY (Authorized Signature)	DATE SIGNED
BY (Authorized Signature) <i>[Signature]</i>	BY (Authorized Signature) <i>[Signature]</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development	PRINTED NAME AND TITLE OF PERSON SIGNING Dan Shore, Associate Account Manager (303-302-2115 dan.shore@thinkmotive.com)	ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 2901 Blake St., Suite 180, Denver, CO 80205

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Sales	4375-87				
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>					DATE SIGNED

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



IMAGE 1:

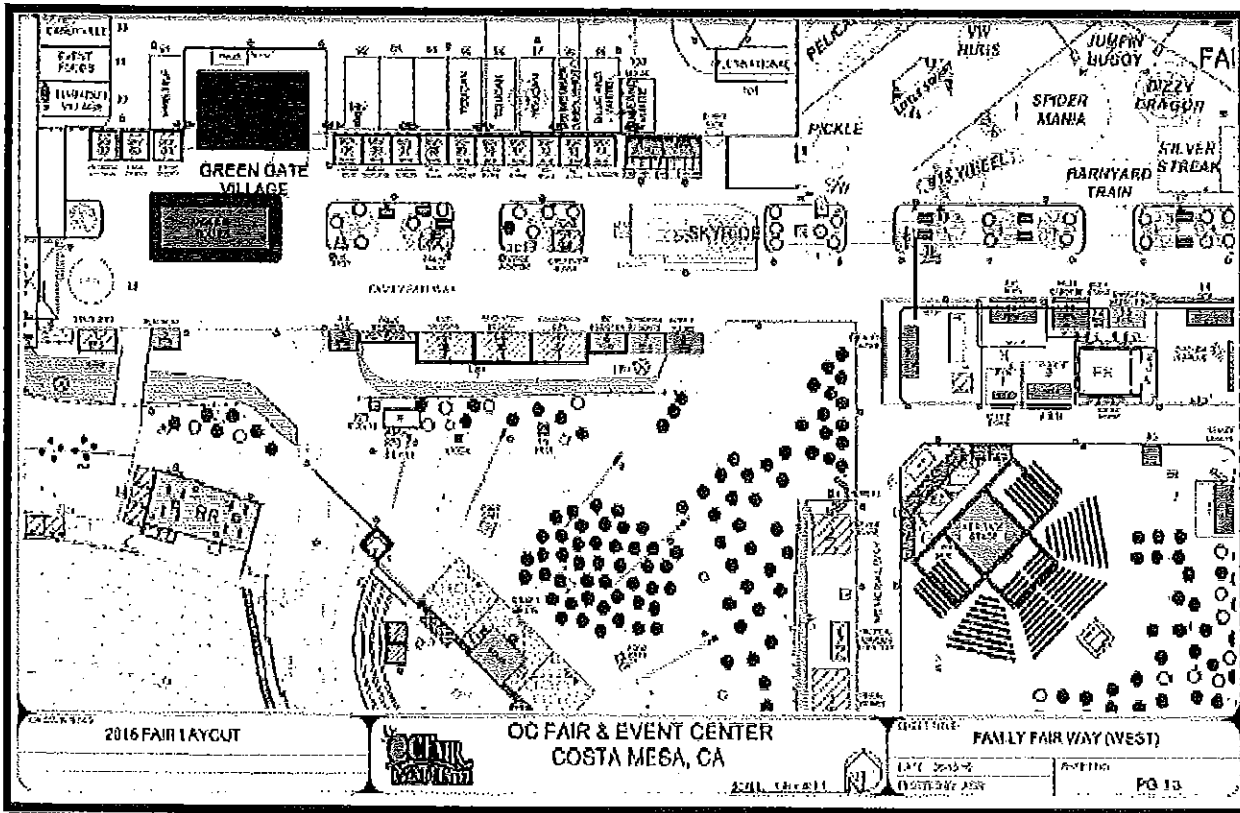


IMAGE 2:





EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. That space shall be used for the following purpose only: Mountain Dew and Mountain Dew Kickstarter promotion and distribution of two (2) oz. samples of flavored Mountain Dew and Mountain Dew Kickstarter on Sunday, August 14, 2016. Please see rendering in Image 2 (the truck in the picture will not be here, only the pop up tent).
2. To provide payment in the sum of FIVE THOUSAND DOLLARS (\$5,000) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than August 14, 2016.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Agency require the approval of the District prior to implementation.
5. To verify all Agency'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Agency will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Agency's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2016 OC Fair.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2016 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during, or following the 2016 OC Fair.

DISTRICT AGREES:

1. To provide a 10' x 10' space located at the designated mobile marketing space inside of Green Gate at the 2016 OC Fair (please see Image 1)
2. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Agency staff assigned to the Mobile Marketing Tour in the form of single-day working credentials (for staff working less than ten [10] days.)
3. To provide electricity up to 50 amps (each additional amp will be at a \$4.00 charge per amp).



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

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 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.

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 (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 and (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 (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor 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 the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

- shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.
- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
 - N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
 - O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
 - P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
 - Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 - R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 - S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
 - T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 - U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
 - V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
 - W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavillion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OC/FEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

RMA *Amar* *FA*

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

CONTRACT NUMBER SA-240-16SP	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 Contractor. BACKYARD BBQ VILLAGE
---	--

2. The agreement term is from 05/01/2016 through 04/30/2018, with (3) one year options

3. The maximum amount payable is \$35,000.00 (CASH), \$87,500 (CASH) INCLUSION OPTION YEARS
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other \$35,000.00(CASH), \$87,500 (CASH) INCLUSION OPTION YEARS (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
- Exhibit C – 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.) BACKYARD BBQ VILLAGE			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Jose De La Cruz, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 12127 Mall Blvd. Suite 463, Victorville, CA 92392 (702) 303-4420 email jmdelacruz123@gmail.com			
FUND TITLE Sales	ITEM 4375-87	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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

CONTRACTOR AGREES:

1. To be the exclusive provider and sponsor of bottled water for the OC Fair and Event Center from May 1, 2016 – April 30, 2018, with three (3) option years; 2018, 2019, and 2020.
2. To provide as needed water orders to all OC Fair concessionaires throughout specified OC Fair business hours to help ensure that food/beverage operators always have product available to sell to the public.
3. To establish, staff and operate a distribution center at a location to be determined each year of the contract during the annual OC Fair and to manage all logistics including on-site distribution, delivery and invoicing for all independent fair concessionaires, RCS concessionaires and the property's master concessionaire.
4. To offer (24)-bottle cases of 16.9 oz water and 23.7 oz water sold to OCFEC's concessionaires at a discounted rate of \$7.30 + \$1.20 CRV per case for 16.9 oz size and \$10.30 + \$1.20 per case for 23.7 oz size (cases to be sold to vendors directly through Sponsor).
5. To provide all OC Fair concessionaires who purchase 5-gallon water with on-the-spot equipment (cooler) maintenance.
6. To rebate OCFEC \$.25 per case for both 16.9 oz and 23.7 oz water sold to OCFEC's concessionaires throughout the duration of this agreement. Rebate to be paid quarterly, and subject to velocity reports (purchase quantity) verification.
7. To offer 5-gallon bottles of water to all OC Fair concessionaires at a discounted rate of \$5.50 per unit (no CRV).
8. To provide marketing which continually promotes OC Fair and Event Center events on bottle labels, including periodically requested Private Label artwork changes over the course of the contract year to promote specific OCFEC events.
9. To provide District with velocity reports outlining purchase order quantities for all OC Fair food/beverage operations.
10. To provide payment in the sum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500) per year as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 16 each year.
 - a. Rebates will be accrued by Sponsor and paid to the District within forty-five (45) days of the close of each quarter.
 - b. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
11. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
12. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
13. To verify all Sponsor'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.
14. That staff members shall comply with the following requirements:
 - a. Any staff member working ten (10) days or more at the annual OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Photo badge credentials must be obtained prior to the start of the annual OC Fair.
 - b. Any staff working less than ten (10) days will be provided single-day working credentials.
15. To abide by the rules and regulations included in the current OC Fair Commercial Space and Concessions Program Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
16. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure program is at all times operating within the parameters set by these organizations.
17. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the annual OC Fair.



DISTRICT AGREES:

1. To provide Backyard BBQ Village with exclusive right to provide bottled water at the OC Fair and Event Center in 2016 and 2017, with three (3) additional one (1) year options thereafter.
2. To allow Sponsor access to on and/or offsite storage space for holding water stock prior to sale to OC Fair concessionaires (location to be determined).
3. To install two (2) 36" x 96" branded dasher boards inside of the Action Sports Arena with art to be provided by Sponsor and approved by District. Exact placement inside of Action Sports Arena to be determined by the District.
4. To provide Sponsor with a feature on the Food section of the OC Fair website.
 - a. Content to be provided by Sponsor and approved by District.
5. To include Sponsor logo:
 - a. On the OC Fair web site with a link to the Sponsor web site.
 - b. On four (4) social media posts leading up to and/or during the OC Fair
 - i. Posts can be made on Facebook, Twitter, Instagram, or a combination of the three.
 - c. In all applicable current OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines).
6. To provide the following hospitality benefits:
 - a. Fifty (50) OC Fair Admission Tickets each year.
 - b. Fifty (50) OC Fair Parking Passes in the OCC/Adams lot each

- 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.)

- End Exhibit B -



EXHIBIT C – 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 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.

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 (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 and (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 (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-

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (REV 8/03)

R. [Signature] J.K. [Signature] F. [Signature]

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-22-13PA	AMENDMENT NUMBER #3
REGISTRATION NUMBER 1249994	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
SOUTHERN CALIFORNIA SOUND IMAGE, INC.
- The term of this Agreement is **12/20/2012** through **12/31/16** FED ID: [REDACTED]
- The maximum amount of this Agreement after this amendment is: **\$46,443.80 Amendment**
\$1,037,531.80
- 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 #22-13PA, dated December 20, 2012, between the District and Southern California Sound Image, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide installation and tuning of the audio system for the 2016 Pre Fair shows. Costs to be included all labor and equipment.
- 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:

- To add FORTY SIX THOUSAND FOUR HUNDRED FORTY THREE DOLLARS AND 80/100 (\$46,446.80) as amendment #3. To pay Contractor a total amount not to exceed ONE MILLION THIRTY SEVEN THOUSAND FIVE HUNDRED THIRTY ONE DOLLARS AND 80/100 (\$1,037,531.80) 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.) SOUTHERN CALIFORNIA SOUND IMAGE, INC.		
BY (Authorized Signature) [Signature]		DATE SIGNED (Do not type) 8/4/2016
PRINTED NAME AND TITLE OF PERSON SIGNING Ralph Wagner, CFO		
ADDRESS 2415 Auto Park Way, Escondido, CA 92029 (760) 737-3900		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) [Signature]		DATE SIGNED (Do not type) 8/10/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

Account #: 5220-72

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213 A (Rev 6/03)

R. J. Kramer

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-125-15YR	AMENDMENT NUMBER #1
REGISTRATION NUMBER 1420427	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
CHOPSHOP ENTERTAINMENT, INC.
- The term of this Agreement is **06/01/15** through **10/1/16** FED ID: [REDACTED]
- The maximum amount of this Agreement after this amendment is: **\$9,000.00 Amendment \$39,000.00**

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 #SA 125-16YR, dated June 1, 2015, between the District and Chopshop Entertainment, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide additional videography, production and/or editing services to the OC Fair & Event Center thereby increasing the not to exceed contract value from \$30,000.00 to \$39,000.00.

STATE AGREES:

- To pay the Contractor a total amount not to exceed thirty nine thousand dollars (\$39,000.00) upon satisfactory completion of work herein required and 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.) CHOPSHOP ENTERTAINMENT, INC.		
BY (Authorized Signature) <i>Ken Anderson</i>	DATE SIGNED (Do not type) 6/10/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Anderson, Vice President		
ADDRESS 20342 SW Acacia St., Suite 200, Newport Beach, CA 92660 (949) 838-0355		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED (Do not type) 6-27-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, Chief Executive Officer or Michele Richards, Vice President Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Acct. #:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

974088
 974089
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 974093
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 985967

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-087-16FT	#1
REGISTRATION NUMBER	

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
WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is **04/01/16** through **12/31/2020** FED ID: [REDACTED]

3. The maximum amount of this Agreement after this amendment is: **\$33,422.39 (For 3 Years), \$55,703.99 (With 2 (1) Year Options) - Amendment \$248,859.05 (For 3 Years), \$414,766.59 (With 2 (1) Year Options)**

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 #SA 087-16FT, dated April 1, 2016, between the District and William Scotsman, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide 8th restroom trailer, increasing the not to exceed contract value from \$215,437.56 to \$248,859.95 (for 3 years), and from \$359,062.60 to \$414,766.59 with 2 (1 year) options.
- The 8th unit is a Staff/Family style floor plan that has two individual toilet restrooms, as well as, a Men's and Women's restroom with toilet compartments
- The 8th unit will be delivered and set at Carnival Lot South on Monday July 11th for 2016 Fair. Location to be determined for 2017, 2018 Fairs, and option years.

STATE AGREES:

- To pay the Contractor a total amount not to exceed \$248,859.95 for 3 years, and \$414,766.59 with 2 (1) year options upon satisfactory completion of work herein required and 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.)		
WILLIAM SCOTSMAN, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>Donald W. Walker</i>	7-6-16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Donald W. Walker, Contracts Manager		
ADDRESS		
11811 Greenstone Avenue, Santa Fe Springs, CA 90670 (800) 782-1500		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>Kathy Kramer</i>	7/10/16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, Chief Executive Officer or Ken Karris, Vice President, Operations		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

SASTATE OF CAL FORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-125-16PA	AMENDMENT NUMBER #1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
ISOTONE RECORDS LLC F/S/O JONNY TWO BAGS
- The term of this Agreement is **07/20/16** through **07/20/16**
- The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment**
- 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 #125-16PA, dated May 4, 2015, between the District and Jon Wickersham f/s/o Jonny Two Bags is hereby amended as follows:



CONTRACTOR AGREES:

- To amend Contractor's name from Jon Wickersham f/s/o Jonny Two Bags to Isotone Records LLC f/s/o Jonny Two Bags.

DISTRICT AGREES:

- 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.) ISOTONE RECORDS LLC F/S/O JONNY TWO BAGS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Andy Somers, Agent		
ADDRESS APA, Inc. 405 S. Beverly Drive, Beverly Hills, CA 90212 (310) 888-4200		
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 or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

[Handwritten signatures and initials]

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-005-15ET	#1
REGISTRATION NUMBER	
1395798	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME: 32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME: CWF, INC. DBA A1 EVENT & PARTY RENTAL
- The term of this Agreement is 02/01/15 through 1/31/17 FED ID: [REDACTED]
- The maximum amount of this Agreement after this amendment is: \$30,203.90 - Amendment (2016 Fair)
\$762,103.90, \$1,907,903.90 With Three (3) One (1) Year Options
- 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 #SA-005-15ET, dated February 1, 2015, between the District and CWF, Inc. DBA A1 Event & Party Rental is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to furnish labor and material for three (3) customize entrance tents/gable ends for 2016 Fair, increasing the not to exceed contract value from \$731,800.00 to \$762,103.90 (for 2 years), and from \$1,077,700.00 to \$1,907,903.90 with three (3) one (1) year options.
 Blue Gate Tent Gable end 23' 2" X 120
 Yellow Gate Tent Gable End 15' 4" x 80'
 Green Gate Tent Gable End 16' 4" X 80'

STATE AGREES:

- To pay the Contractor a total amount not to exceed \$762,103.90 (for 2 years), and from \$1,077,700.00 to \$1,907,903.90 with Three (3) one (1) year options upon satisfactory completion of work herein required and 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.)		
<u>CWF, INC. DBA A1 EVENT & PARTY RENTAL</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>[Signature]</i>	<u>07.12.16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>Rene Martinez, Vice President</u>		
ADDRESS		
<u>251 E. Front Street, Covina, CA 91723</u> <u>(626) 967-0500</u>		
STATE OF CALIFORNIA		
AGENCY NAME		
<u>32ND DISTRICT AGRICULTURAL ASSOCIATION</u>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<i>[Signature]</i>	<u>7/11/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>Kathy Kramer, Chief Executive Officer</u> or <u>Ken Karns, Vice President, Operations</u>		
ADDRESS		
<u>88 Fair Drive, Costa Mesa, CA 92626</u>		
		<input type="checkbox"/> Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

[Handwritten signatures]

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-56-14RD	AMENDMENT NUMBER #1
REGISTRATION NUMBER 1357094	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
CR&R INCORPORATED
- The term of this Agreement is **08/15/14** through **08/14/17** FED ID: [REDACTED]
- The maximum amount of this Agreement is **\$192,610.00** Amendment Agreement after this amendment is: **\$558,410.00**
- 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:

CONTRACTOR AGREES:

Standard Agreement # SA-56-14RD, dated August 15, 2014, between the District and CR&R Incorporated is hereby amended as follows:

- To amend the original contract to provide refuse disposal services for the OC Fair & Event Center by exercising the first option year at a not to exceed amount of ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED TEN DOLLARS AND 00/100, (\$192,610.00).
- 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:

- To pay Contractor a total amount not to exceed FIVE HUNDRED FIFTY EIGHT THOUSAND FOUR HUNDRED TEN DOLLARS AND 00/100, (\$558,410.00) 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.) CR&R INCORPORATED		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING George M. Lazaruk, Vice President		
ADDRESS 11292 Western Avenue, P.O Box 125, Stanton, CA 90680 (877) 728-0446, extension 2223, georgel@crrmail.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 or Ken Karns, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

STATE OF CALIFORNIA
SHORT FORM CONTRACT
(For agreements up to \$9,999.99)
 STD. 210 (Revised 8/2003)

R. M. ...

CONTRACT NUMBER SA-213-16SP	AM. NO. A-1	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 Contractor. HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT
---	--

2. The agreement term is from 07/01/2016 through 06/30/2017

3. The maximum amount payable is Amendment \$0.00, \$6,601.00 (Trade)
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other AMENDMENT \$0.00, 6,601.00 (TRADE) (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

The District and Hampton Inn & Suites Santa Ana/Orange County Airport mutually agree to amend contract as follows.

- To change Standard Agreement STD210, Contract Number from SA-213-16SP to SA-129-16SP.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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.ois.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.) HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT	
BY (Authorized Signature) <i>Michele Richards</i>	DATE SIGNED 9-13-16	BY (Authorized Signature) <i>W. Hagan</i>	DATE SIGNED 9/9/16
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Nichelle Hagan, Director of Sales & Marketing	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2720 Hotel Terrace Drive, Santa Ana, CA 92705	

FUND TITLE Sales	ITEM 4375-07	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
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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 _____

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

R. Kramer

CONTRACT NUMBER SA-096-16FT	AM. NO. A-1	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
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. GREAT AMERICAN ENTERTAINMENT COMPANY, LLC
--	---

2. The agreement term is from 08/10/16 through 08/14/16

3. The maximum amount payable is **Amendment \$0.00, \$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.
 ADDITIONAL PAGES ATTACHED

The District and Great American Entertainment Company, LLC mutually agree to amend contract SA-096-16FT, Ag-Ventureland Kids' Area in Livestock, as follows.

- To change Standard Agreement STD210, Contract Number from SA-096-16FT to SA-130-16FT.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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.) GREAT AMERICAN ENTERTAINMENT COMPANY, LLC			
BY (Authorized Signature) <i>K</i>	DATE SIGNED	BY (Authorized Signature) <i>P</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Pamela Jaeger, Vice President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS P.O. Box 2304, Grants Pass, OR 97528 (541) 512-1100 or (760) 872-7770			
FUND TITLE Operating	ITEM 5100-62	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 <i>P</i>			DATE SIGNED

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-037-16GE	AMENDMENT NUMBER #1
REGISTRATION NUMBER	

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
THE MAGIC OF FRANK THURSTON
2. The term of this **07/15/16** through **08/14/16** FED ID:
 Agreement is
3. The maximum amount of this **\$900.00 Amendment**
 Agreement after this amendment is: **\$15,700.00**

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 #037-16GE, dated March 3, 2016 between the District and The Magic of Frank Thurston is hereby amended as follows:



CONTRACTOR AGREES:

- To amend the original contract to include an additional NINE HUNDRED DOLLARS (\$900.00) for the accommodation buy out.

DISTRICT AGREES:

- To pay Contractor a total sum not to exceed FIFTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$15,700.00) upon satisfactory completion of work herein required.
- 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.)		
THE MAGIC OF FRANK THURSTON		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Frank Thurston, Magician		
ADDRESS		
11806 Willow Park Way, Bakersfield, CA 93311 (877) 624-4238		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ken Karns, Vice President, Operations or Michele Richards, Vice President, Business Development		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2016

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-004-16	Mesa Water District	Education Exhibit - Developed and maintained, highlighting low water use gardens, water conservation, etc.	Educational Exhibit Space	East of Building 15	01/01/16-12/31/16	In-Kind Trade; Space allocated in exchange for lectures, maintaining an educational display.
R-077-16	626 Night Market	OC Night Market (Asian Food Festival)	Food Festival	OC Promenade, Parking Lot I	08/24/16-08/29/16	\$91,483.27
R-083-16	Orange County Wine Society	Orange County Wine Society - Management Meeting	Meeting	Baja Blues Restaurant	09/09/16	\$1,353.00
R-085-16	Orange County Wine Society	Orange County Wine Society - Oktoberween	Oktoberween	The Courtyard	10/02/16	\$1,947.00
R-094-16	Orange County Cruisin' Association	The Great Labor Day Cruise - Car Show	Car Show	All Grounds	09/01/16-09/05/16	(\$78,798.50 Payable by August 1, 2016) + \$50,000.00 or 20% of Gross Admission Revenue if Greater
R-098-16	Sand Sports Super Show	Sand Sports Super Show	Expo	All Grounds	09/12/16-09/19/16	\$124,221.22
R-106-16	Capistrano Connections Academy dba California Connections Academy at	Capistrano Connections Academy - End of the Year Picnic	Picnic	Country Meadows, Huntington Beach	06/16/16	\$9,644.50
R-108-16	American Future Technology Corporation dba iBUYPOWER	iBP Cup	eSports Tournament	The Hangar	11/11/16-11/14/16	\$21,174.50
R-114-16	Santa Ana Valley Kennel Club	S.A.V.K.C. All Breed Conformation Obedience and Agility Trials	Dog Show	Anaheim Building, Costa Mesa Building, Courtyard,	09/09/16-09/11/16	\$45,747.50
R-126-16	Junior League of Orange County, California, Inc.	The Christmas Company	Consumer Show	Huntington Beach, Courtyard	11/17/16-11/20/16	\$26,174.50
R-132-16	Put On The BRAKES Inc	B.R.A.K.E.S. Teen Pro-Active Driving School	Vehicle Training	Parking Lot G	09/09/16-09/11/16	\$5,870.00
R-133-16	Newport Mesa Unified School District	NMUSD College & Career Night	Career Night	Costa Mesa Building, Santa Ana Pavilion	10/05/16	In-Kind Trade: \$5,600.00 Payment: \$8,619.00
R-135-16	StyleCon	StyleCon (Beauty and Fashion)	Beauty & Fashion Expo	The Hangar	11/04/16-11/05/16	\$13,394.50
R-137-16	Newport Mesa Unified School District	NMUSD - Costa Mesa High School Parking Lot	Parking Space Rental	Costa Mesa High School	07/01/16-08/26/16	See Exhibit "A"
R-139-16	Los Amigos Reunion 2016	Los Amigos Reunion 2016	Private Party	Plaza Pacifica Lobby, Plaza Pacifica	08/20/16-08/21/16	\$4,948.00
R-140-16	Bentley Systems, Inc.	Bentley Systems, Inc. at the Club OC	Company Picnic	Club OC Plaza Pacifica West	07/30/16	\$598.00
R-141-16	Kia Motors America	Kia Motors America at the Club OC	Company Picnic	Club OC Plaza Pacifica West	07/23/16	\$12,432.00

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2016

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-142-16	Mesa Management, Inc.	Mesa Management, Inc.	Company Picnic	Club OC Plaza Pacifica West	08/12/16	\$616.00
R-144-16	South Coast Air Quality Management District	Electric Lawn Mower Exchange Program	Lawn Mower Exchange	Parking Lot D	10/14/16-10/15/16	\$5,320.00
R-147-16	The OC Marathon	OC Fair Fun Run	Fun Run through Fairground	All Grounds	08/07/16	*See Facility Rental Fee
R-150-16	Malibu Kennel Club	Malibu Kennel Club - The Holiday Classic Dog Show	Dog Show	Anaheim Building, Huntington Beach	12/08/16-12/13/16	\$31,590.50
R-153-16	Golden Star Technology	Golden Star Technology	Company Picnic	Business Development Area	08/07/16	\$2,121.00
R-154-16	TIO Productions, Inc.	Filming for Dating Games	Film Shoot	Various Locations	08/04/16	\$5,996.00
R-156-16	Creative Solutions for Hope	Creative Solutions for Hope	Company Picnic	Club OC Plaza Pacifica West	08/12/16	\$938.00
R-163-16	Orange County Wine Society	Orange County Wine Society - New Member Mixer	Meeting	Courtyard	09/25/16	\$1,119.00
FT-051-16	BK Management LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-058-16	Gourmet Waffles USA	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-059-16	Gourmet Food on the Fly LLC dba Curry Wurst Truck of Orange County	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-060-16	Curbside PHO	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-061-16	Buqqa LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED _____

DATE September 14, 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 **Mesa Water District** 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 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:
Educational Exhibit – Developed and maintained, highlighting low water use gardens, water conservation, etc.
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Space is allocated in exchange for providing and promoting the importance of water conservation through lectures and by maintaining educational display.
- 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.

**Mesa Water District
1965 Placentia Avenue
Costa Mesa, CA 92628**

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

By _____ Date: _____

By _____ Date: _____

Title: Stacie Sheek, Customer Services Manager

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: R-004-16
DATED: September 14, 2016
WITH: Mesa Water District
PHONE: (949) 631-1201

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2016 and ending December 31, 2016

BUILDING(S)/LOCATION(S):

Exhibit located on the east side of Building 15, an area approximately 54' x 24'

RENTER AGREES:

- That the term of this Agreement is from January 1, 2016 through December 31, 2016.
- That the Agreement is for exclusive exhibit and information purposes under the supervision of Mesa Water District.
- To provide volunteers/staff, and maintain an educational low-water use garden display with guidelines as follows:
 - Maintenance (non-Fair) shall take place at least monthly. Maintenance to include but is not limited to having clean/updated signage, clean landscape, free of debris and dead plants, replacing plants as needed (plants should be pre-approved by OC Fair staff), and regular pruning of plants/trees.
 - Mesa Water District shall maintain garden as needed throughout the entire duration of the annual OC Fair.
 - Centennial Farm will contact Mesa Water District if the garden is in need of maintenance. If Mesa Water District is unable to maintain garden as requested, Centennial Farm reserves the right to maintain as needed.
- To provide all signage, educational materials, etc necessary to conduct exhibit.
- To provide a minimum of four (4) educational lectures during entire duration of the annual OC Fair.
- To process volunteers/staff through Megan's Law Screening & Certification.
- That from September through June, all volunteers/staff of Mesa Water District will access the property on Monday through Friday from 1:00 PM - 4:00 PM at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Mesa Water District can access the property at Gate 4 off of Arlington drive.
 - During the annual OC Fair, all volunteers/staff of Mesa Water District may only have a vehicle access the property on Monday 7:00 AM - 4:00 PM and Tuesday after 1:00 PM. Should a vehicle need access outside of the preapproved times, Mesa Water District must contact Centennial Farm staff for permission. Any vehicles that need access to the property outside the preapproved times must park in Lot B or otherwise instructed by OCFEC Parking Staff.
- That all volunteers/staff of Mesa Water District will park in designated exhibitor parking area during the annual OC Fair. Information for the area will be sent out in June.
- That there is no storage space available for Mesa Water District equipment and supplies.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Mesa Water District or its volunteers/staff.

- That OCFEC phones are not available for outside calls. In case of an emergency, Mesa Water District is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2016 through December 31, 2016.
- That use of the provided space will be evaluated on a year-to-year basis. If at any time, the allotted space needs to be changed out with another exhibit, thirty (30) days notice will be provided to Mesa Water District so that materials, signage, plants, etc may be removed by Mesa Water District.

32nd District (OCFEC) will provide:

- Exhibit space located on the east side of Building 15, an area of approximately 54' x 24'.
- Access to Centennial Farm Gate.
- Space during the annual OC Fair for workshops/demonstrations.
- Necessary admission credentials and parking passes for exhibitor.
- Parking access through Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

REVIEWED _____

DATE

September 14, 2016

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **626 Night Market** 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:

OC Night Market (Asian Food Festival)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$91,483.27

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.

**626 Night Market
P.O. Box 3772
Alhambra, CA 91803**

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

By _____ Date: _____

By _____ Date: _____

Title: Jonny Hwang, Promoter

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A - August

Event Information

Event Name:	OC Night Market (<i>Asian Food Festival</i>)	Contract No:	R-077-16
Contact Person:	Jonny Hwang	Phone:	(626) 765-5066
Event Dates:	08/26/2016 - 08/28/2016	Hours:	Friday: 4:00 PM - 12:00 AM Saturday: 4:00 PM - 12:00 AM Sunday: 4:00 PM - 10:00 PM
Admission Price:	Adult: \$5.00 Child: 6 & Under Free		

Vehicle Parking Fee: \$8.00 General Parking **Projected Attendance:** 20,000 - 30,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
OC Promenade (The Span)	08/24/2016 07:00 AM - 05:00 PM	Move In	1,000.00
Parking Lot I	08/24/2016 07:00 AM - 05:00 PM	Move In	900.00
Thursday			
OC Promenade (The Span)	08/25/2016 07:00 AM - 05:00 PM	Move In	1,000.00
Parking Lot I	08/25/2016 07:00 AM - 05:00 PM	Move In	900.00
Friday			
OC Promenade (The Span)	08/26/2016 04:00 PM - 12:00 AM	Event	2,000.00
Parking Lot I	08/26/2016 04:00 PM - 12:00 AM	Event	1,800.00
Saturday			
OC Promenade (The Span)	08/27/2016 04:00 PM - 12:00 AM	Event	2,000.00
Parking Lot I	08/27/2016 04:00 PM - 12:00 AM	Event	1,800.00
Sunday			
OC Promenade (The Span)	08/28/2016 04:00 PM - 10:00 PM	Event	2,000.00
Parking Lot I	08/28/2016 04:00 PM - 10:00 PM	Event	1,800.00
Monday			
OC Promenade (The Span)	08/29/2016 10:00 AM - 05:00 PM	Move Out	No Charge
Parking Lot I	08/29/2016 10:00 AM - 05:00 PM	Move Out	No Charge

-Move out must be completed by 5:00 PM on Monday - August 29, 2016 to avoid additional charges. Total: 15,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
40 Yard Dumpster	Estimate 5	5.00 EA	132.87 EA	664.35
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
200 Amp Drop	TBD	TBD EA	360.00 EA	TBD
Barricade (<i>Metal/Plastic</i>)	Estimate 120	120.00 EA	15.00 EA	1,800.00
Bench (<i>Metal</i>)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Concrete Base (<i>For Stage Banner</i>)	Estimate 4	4.00 EA	75.00 EA	300.00
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 55	55.00 EA	55.00 EA	3,025.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 65	65.00 HR	75.00 HR	4,875.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	4.00 EA	400.00
Hang Tag - 3 Day	Estimate 340	340.00 EA	12.00 EA	4,080.00
Information Booth	TBD	TBD EA	150.00 EA	TBD
Light Tower	TBD	TBD EA	400.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 6	6.00 HR	75.00 HR	450.00
Marquee Board	08/01/2016 - 08/28/2016	4.00 WK	450.00 WK	Included
Picnic Table (<i>Rectangular & Round</i>)	Estimate 40	40.00 EA	15.00 EA	600.00
Portable Electronic Message Board	08/26/2016 - 08/28/2016	2.00 EA	75.00 EA/DAY	450.00
Propane & Diesel	TBD	TBD EA	90.00 EVT	TBD
Sand Bag	TBD	TBD EA	0.50 EA	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stage Electrical	TBD	TBD EA	TBD EVT	TBD
Stanchion	Estimate 25	25.00 EA	5.00 EA	125.00
Sweeper (<i>In-House</i>)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Ticket Booth (<i>Double Window</i>)	Estimate 6	6.00 EA	100.00 EA	600.00
Tonnage Weight (<i>40 Yard Dumpster</i>)	Estimate 18	18.00 TON	49.44 TON	889.92
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD

Total: 22,744.27

EXHIBIT A - August

Event Information 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 68 Hours	68.00 HR	20.00 HR	1,360.00
Janitorial Attendant	Estimate 32 Hours	32.00 HR	20.00 HR	640.00
Electrician	Estimate 40 Hours	40.00 HR	50.00 HR	2,000.00
Plumber	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
Event Days				
Grounds Attendant Lead	08/26/2016 03:00 PM - 08/27/2016 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	08/26/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	08/26/2016 03:00 PM - 08/27/2016 02:00 AM	8.00 EA	20.00 HR	1,760.00
Janitorial Attendant	08/26/2016 03:00 PM - 08/27/2016 02:00 AM	12.00 EA	20.00 HR	2,640.00
Janitorial Attendant	08/26/2016 06:00 PM - 08/27/2016 02:00 AM	5.00 EA	20.00 HR	800.00
Electrician	08/26/2016 03:00 PM - 08/27/2016 02:00 AM	1.00 EA	50.00 HR	550.00
Plumber	TBD	TBD EA	50.00 HR	TBD
Grounds Attendant Lead	08/27/2016 03:00 PM - 08/28/2016 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	08/27/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	08/27/2016 03:00 PM - 08/28/2016 02:00 AM	8.00 EA	20.00 HR	1,760.00
Janitorial Attendant	08/27/2016 03:00 PM - 08/28/2016 02:00 AM	12.00 EA	20.00 HR	2,640.00
Janitorial Attendant	08/27/2016 06:00 PM - 08/28/2016 02:00 AM	5.00 EA	20.00 HR	800.00
Electrician	08/27/2016 03:00 PM - 08/28/2016 02:00 AM	1.00 EA	50.00 HR	550.00
Plumber	TBD	TBD EA	50.00 HR	TBD
Grounds Attendant Lead	08/28/2016 03:00 PM - 08/29/2016 12:00 AM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/28/2016 07:00 AM - 03:30 PM	3.00 EA	20.00 HR	510.00
Grounds Attendant	08/28/2016 03:00 PM - 08/29/2016 12:00 AM	7.00 EA	20.00 HR	1,260.00
Janitorial Attendant	08/28/2016 02:00 PM - 10:00 PM	12.00 EA	20.00 HR	1,920.00
Janitorial Attendant	08/28/2016 04:00 PM - 08/29/2016 12:00 AM	5.00 EA	20.00 HR	800.00
Electrician	08/28/2016 03:00 PM - 08/29/2016 12:00 AM	1.00 EA	50.00 HR	450.00
Plumber	TBD	TBD EA	50.00 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 48 Hours	48.00 HR	20.00 HR	960.00
Janitorial Attendant	Estimate 32 Hours	32.00 HR	20.00 HR	640.00
Electrician	Estimate 16 Hours	16.00 HR	50.00 HR	800.00
Plumber	Estimate 10 Hours	10.00 HR	50.00 HR	500.00
Event Sales & Services				
Event Coordinator	08/26/2016 02:00 PM - 08/27/2016 12:30 AM	1.00 EA	40.00 HR	420.00
Event Coordinator	08/27/2016 02:00 PM - 08/28/2016 12:30 AM	1.00 EA	40.00 HR	420.00
Event Coordinator	08/28/2016 02:00 PM - 10:30 PM	1.00 EA	40.00 HR	340.00
Parking				
Set Up				
Parking Attendant Lead	08/25/2016 Estimate 24 Hours	24.00 HR	30.00 HR	720.00
Parking Attendant	08/25/2016 Estimate 54 Hours	54.00 HR	20.00 HR	1,080.00
Safety & Security				
Set Up				
Security Attendant Overnight	08/25/2016 10:30 PM - 08/26/2016 09:30 AM	2.00 EA	20.00 HR	440.00
Event Days				
Security Attendant Lead	08/26/2016 03:30 PM - 08/27/2016 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	08/26/2016 03:30 PM - 08/27/2016 12:30 AM	10.00 EA	20.00 HR	1,800.00
Security Attendant Overnight	08/26/2016 10:30 PM - 08/27/2016 09:30 AM	2.00 EA	20.00 HR	440.00
Security Attendant Lead	08/27/2016 03:30 PM - 08/28/2016 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	08/27/2016 03:30 PM - 08/28/2016 12:30 AM	10.00 EA	20.00 HR	1,800.00
Security Attendant Overnight	08/27/2016 10:30 PM - 08/28/2016 09:30 AM	2.00 EA	20.00 HR	440.00
Security Attendant Lead	08/28/2016 03:30 PM - 10:30 PM	1.00 EA	30.00 HR	210.00
Security Attendant	08/28/2016 03:30 PM - 10:30 PM	10.00 EA	20.00 HR	1,400.00
Security Attendant Overnight	08/28/2016 10:30 PM - 08/29/2016 09:30 AM	2.00 EA	20.00 HR	440.00

EXHIBIT A - August

Event Information

Technology

Technology Attendant	08/26/2016 04:00 PM - 08/27/2016 12:00 AM	1.00 EA	40.00 HR	320.00
Technology Attendant	08/27/2016 04:00 PM - 08/28/2016 12:00 AM	1.00 EA	40.00 HR	320.00
Technology Attendant	08/28/2016 04:00 PM - 10:00 PM	1.00 EA	40.00 HR	240.00

Outside Services

Costa Mesa Police Department	TBD	TBD EA	TBDEVT	TBD
Emergency Medical Services	08/26/2016 03:00 PM - 08/27/2016 12:30 AM	3.00 EA	20.00 HR	570.00
Emergency Medical Services	08/27/2016 03:00 PM - 08/28/2016 12:30 AM	3.00 EA	20.00 HR	570.00
Emergency Medical Services	08/28/2016 03:00 PM - 10:30 PM	3.00 EA	20.00 HR	450.00
Orange County Sheriffs	08/26/2016 (<i>Estimate Only</i>)	2.00 EA	1,550.00 DAY	1,550.00
Orange County Sheriffs	08/27/2016 (<i>Estimate Only</i>)	2.00 EA	1,550.00 DAY	1,550.00
Orange County Sheriffs	08/28/2016 (<i>Estimate Only</i>)	2.00 EA	1,550.00 DAY	1,550.00
Sound Engineer	08/26/2016 03:00 PM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	08/27/2016 03:00 PM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	08/28/2016 03:00 PM - 09:30 PM	1.00 EA	750.00 DAY	750.00
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	Estimate Only	1.00 EA	3,800.00 EVT	3,800.00

Total: 50,539.00

Summary

Facility Rental Total	\$15,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$73,283.27
Refundable Deposit	\$3,000.00
Grand Total:	\$91,483.27

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$3,800.00
Second Payment	07/25/2016	\$87,683.27
Total:		\$91,483.27
Payment Total:		\$91,483.27

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

*****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.

CARGO CONTAINERS

Cargo Containers that measure 100 feet wide and are double stacked must be used as a sound barrier to mitigate any noise originating from the OC Night Market stage located in Lot I.

FOOD & BEVERAGE VENDOR FEE

626 Night Market agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Spectra by no later than August 22, 2016. Spectra will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Future terms and agreements are subject to change.

EXHIBIT A - August

Event Information

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.

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 amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** 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. **Should the Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, 626 Night Market must comply with request.**

By: _____ Date: _____
Title: **Jonny Hwang, Promoter**

By: _____ Date: _____
Title: **Kathy Kramer, Chief Executive Officer**

By: _____ Date: _____
Title: **Juan Quintero, Spectra General Manager**

REVIEWED _____

DATE September 14, 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 Wine Society** 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

September 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:

Orange County Wine Society - Management Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$1,353.00

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 Wine Society
P.O. Box 11059
Costa Mesa, CA 92627**

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

By _____ Date: _____

By _____ Date: _____

Title: Fran Gitsham, Treasurer

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Orange County Wine Society - Management Meeting	Contract No: R-083-16
Contact Person: Fran Gitsham	Phone: (714) 287-9663
Event Date: 09/09/2016	Hours: 6:00 PM - 10:00 PM

Vehicle Parking Fee: No Charge for OCWS Members **Projected Attendance:** 130

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Baja Blues Restaurant	09/09/2016 06:00 PM - 10:00 PM	Event	700.00

-Move out must be completed by 11:59 PM on Friday - September 9, 2016 to avoid additional charges. Total: 700.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Chair (<i>Individual</i>)	Estimate 8	8.00 EA	2.50 EA	20.00
Folding Table	Estimate 2	2.00 EA	15.00 EA	30.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Public Address System (<i>Wireless Microphone & Stand Included</i>)	09/09/2016	TBD EA	120.00 EA/DAY	TBD
Total:				93.00

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 2 Hours	2.00 HR	20.00 HR	40.00
Event Day				
Grounds Attendant Lead	09/09/2016 06:00 PM - 10:00 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	09/09/2016 06:00 PM - 10:00 PM	1.00 EA	20.00 HR	80.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD
Total:				360.00

Summary

Facility Rental Total	\$700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$453.00
Refundable Deposit	\$200.00

Grand Total: \$1,353.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/09/2016	\$451.00
Second Payment	07/08/2016	\$451.00
Third Payment	08/09/2016	\$451.00
Total:		\$1,353.00
Payment Total:		\$1,353.00

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 _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** 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 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:

Orange County Wine Society - Oktoberween

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$1,947.00

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 Wine Society
P.O. Box 11059
Costa Mesa, CA 92627**

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

By _____ Date: _____

By _____ Date: _____

Title: Brian McDonald, Director

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Orange County Wine Society - Oktoberween	Contract No:	R-085-16
Contact Person:	Brian McDonald	Phone:	(714) 372-4955
Event Date:	10/02/2016	Hours:	1:00 PM - 6:00 PM

Admission Prices: Member: TBD Guest: TBD

Vehicle Parking Fee: No Charge for OCWS Members **Projected Attendance:** 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Courtyard	10/02/2016 08:00 AM - 11:00 AM	Move In	No Charge
Courtyard	10/02/2016 01:00 PM - 06:00 PM	Event	275.00

-Move out must be completed by 11:59 PM on Sunday - October 2, 2016 to avoid additional charges. Total: 275.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate 1	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table (<i>Rectangular & Round</i>)	Estimate 20	20.00 EA	15.00 EA	300.00
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Total: 1,132.00

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	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
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	Estimate 1 Hour	1.00 HR	50.00 HR	50.00

Total: 340.00

Summary

Facility Rental Total	\$275.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,472.00
Refundable Deposit	\$200.00

Grand Total: \$1,947.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$973.50
Second Payment	PAID	\$973.50
Total:		\$1,947.00

Payment Total: \$1,947.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce 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.

REVIEWED _____

DATE September 14, 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 Cruisin' Association (OCCA)** 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

September 1 - 5, 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 Great Labor Day Cruise - Car Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

(\$78,798.50 Payable by August 1, 2016) + \$50,000.00 or 20% of Gross Admission Revenue if Greater

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 Cruisin' Association (OCCA)
P.O. Box 5567
Buena Park, CA 90620

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

By _____

By _____

Title: Tim Moore, Chief Financial Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	The Great Labor Day Cruise	Contract No:	R-094-16
Contact Person:	Darrell Moore	Phone:	(714) 562-8752 (877) 429-5497
Event Dates:	09/02/2016 - 09/04/2016	Hours:	Friday: 12:00 PM - 6:00 PM Saturday: 8:00 AM - 6:00 PM Sunday: 8:00 AM - 4:00 PM

Admission Price: Adult: \$15.00 Child (under 12): Free 3-Day Pass: \$30.00
Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 4,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Campground	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Costa Mesa Building (#10)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Country Lane	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Courtyard	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Crafters Village	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Family Fair Way (Commerce Way)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Festival Field Asphalt	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Huntington Beach Building (#12)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Livestock Lane	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Los Alamitos Building (#14)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Main Mall	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
OC Promenade (The Span)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Park Plaza	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot G	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot I	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot P	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
South Lawn	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
The Hangar	09/01/2016 09:00 AM - 12:00 AM	Move In	0.00
Friday			
Anaheim Building (#16)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Campground	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Country Lane	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Courtyard	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Crafters Village	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Festival Field Asphalt	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Livestock Lane	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Main Mall	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
OC Promenade (The Span)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Park Plaza	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Parking Lot G	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Parking Lot I	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Parking Lot P	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
South Lawn	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
The Hangar	09/02/2016 12:00 PM - 06:00 PM	Event	0.00
Saturday			
Anaheim Building (#16)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Campground	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Country Lane	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Courtyard	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Crafters Village	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Livestock Lane	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Main Mall	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Park Plaza	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Parking Lot G	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Parking Lot I	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
Parking Lot P	09/03/2016 08:00 AM - 06:00 PM	Event	0.00

EXHIBIT A

Event Information

Santa Ana Pavilion (Parade of Products)	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
South Lawn	09/03/2016 08:00 AM - 06:00 PM	Event	0.00
The Hangar	09/03/2016 08:00 AM - 06:00 PM	Event	0.00

Sunday

Anaheim Building (#16)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Campground	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Costa Mesa Building (#10)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Country Lane	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Courtyard	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Crafters Village	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Festival Field Asphalt	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Huntington Beach Building (#12)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Livestock Lane	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Los Alamitos Building (#14)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Main Mall	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
OC Promenade (The Span)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Park Plaza	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Parking Lot G	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Parking Lot I	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Parking Lot P	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
South Lawn	09/04/2016 08:00 AM - 04:00 PM	Event	0.00
The Hangar	09/04/2016 08:00 AM - 04:00 PM	Event	0.00

Monday

All Grounds	09/05/2016 06:00 AM - 12:00 PM	Move Out	0.00
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*OCFEC will retain \$50,000 or 20% of Gross Admissions Revenue if greater.

Total: *50,000.00

-Move out must be completed by 12:00 Noon on Monday - September 5, 2016 to avoid additional charges.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	09/02/2016 - 9/04/2016	1.00 EA	50.00 EA/DAY	150.00
50 Amp Drop	Estimate 21	21.00 EA	70.00 EA	1,470.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
400 Amp Drop	Estimate 3	3.00 EA	720.00 EA	2,160.00
Barricade (Plastic)	Estimate 65	65.00 EA	15.00 EA	975.00
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 75	75.00 EA	18.00 EA	1,350.00
Electrical Splitter Box (Camping)	Estimate 71	71.00 EA	55.00 EA	3,905.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board (4 Consecutive Weeks)	08/07/2016 - 09/04/2016	4.00 WK	450.00 WK	Included
Overall Public Address System	09/02/2016 - 09/04/2016	1.00 EA	250.00 EA/DAY	750.00
Picnic Table (Rectangle)	Estimate 117	117.00 EA	15.00 EA	1,755.00
Portable Electronic Message Board	09/01/2016 - 09/04/2016	1.00 EA	75.00 EA/DAY	300.00
Portable Generator	TBD	TBD EA	1,100.00 EVT	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EVT	300.00
Umbrella w/Stand	Estimate 5	5.00 EA	15.00 EA	75.00
Water Truck (Includes Water)	Estimate 3	3.00 HR	80.00 HR	240.00

Total: 18,035.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 29 Hours	29.00 HR	20.00 HR	580.00
Janitorial Attendant	Estimate 25 Hours	25.00 HR	20.00 HR	500.00
Electrician	Estimate 47 Hours	47.00 HR	50.00 HR	2,350.00
Plumber	Estimate 47 Hours	47.00 HR	50.00 HR	2,350.00

EXHIBIT A

Event Information

Event Day					
Friday 12:00 PM - 6:00 PM					
Grounds Attendant Lead	09/02/2016 07:00 AM - 10:00 PM	1.00	EA	30.00	HR 450.00
Grounds Attendant	09/02/2016 07:00 AM - 07:00 PM	4.00	EA	20.00	HR 960.00
Janitorial Attendant Lead	09/02/2016 07:00 AM - 10:00 PM	1.00	EA	30.00	HR 450.00
Janitorial Attendant	09/02/2016 07:00 AM - 05:00 PM	10.00	EA	20.00	HR 2,000.00
Janitorial Attendant	09/02/2016 05:00 PM - 10:00 PM	4.00	EA	20.00	HR 400.00
Electrician	09/02/2016 07:00 AM - 07:00 PM	1.00	EA	50.00	HR 600.00
Plumber	09/02/2016 07:00 AM - 07:00 PM	1.00	EA	50.00	HR 600.00
Saturday 8:00 AM - 6:00 PM					
Grounds Attendant Lead	09/03/2016 06:00 AM - 10:00 PM	1.00	EA	30.00	HR 480.00
Grounds Attendant	09/03/2016 06:00 AM - 06:00 PM	4.00	EA	20.00	HR 960.00
Grounds Attendant	09/03/2016 06:00 PM - 10:00 PM	2.00	EA	20.00	HR 160.00
Janitorial Attendant Lead	09/03/2016 07:00 AM - 10:00 PM	1.00	EA	30.00	HR 450.00
Janitorial Attendant	09/03/2016 07:00 AM - 05:00 PM	10.00	EA	20.00	HR 2,000.00
Janitorial Attendant	09/03/2016 05:00 PM - 10:00 PM	4.00	EA	20.00	HR 400.00
Electrician	09/03/2016 07:00 AM - 08:00 PM	1.00	EA	50.00	HR 650.00
Plumber	09/03/2016 07:00 AM - 08:00 PM	1.00	EA	50.00	HR 650.00
Sunday 8:00 AM - 4:00 PM					
Grounds Attendant Lead	09/04/2016 06:00 AM - 06:00 PM	1.00	EA	30.00	HR 360.00
Grounds Attendant	09/04/2016 06:00 AM - 06:00 PM	3.00	EA	20.00	HR 720.00
Janitorial Attendant Lead	09/04/2016 07:00 AM - 05:00 PM	1.00	EA	30.00	HR 300.00
Janitorial Attendant	09/04/2016 07:00 AM - 05:00 PM	10.00	EA	20.00	HR 2,000.00
Electrician	09/04/2016 07:00 AM - 06:00 PM	1.00	EA	50.00	HR 550.00
Plumber	09/04/2016 07:00 AM - 06:00 PM	1.00	EA	50.00	HR 550.00
Clean Up					
Grounds Attendant	Estimate 29 Hours	29.00	HR	20.00	HR 580.00
Janitorial Attendant	Estimate 25 Hours	25.00	HR	20.00	HR 500.00
Electrician	Estimate 27 Hours	27.00	HR	50.00	HR 1,350.00
Plumber	Estimate 37 Hours	37.00	HR	50.00	HR 1,850.00
<u>Event Sales & Services</u>					
Event Coordinator	09/02/2016 07:00 AM - 07:00 PM	1.00	EA	40.00	HR 480.00
Event Coordinator	09/03/2016 07:00 AM - 07:00 PM	1.00	EA	40.00	HR 480.00
Event Coordinator	09/04/2016 07:00 AM - 06:00 PM	1.00	EA	40.00	HR 440.00
<u>Safety and Security</u>					
Friday					
Security Attendant Lead	09/02/2016 11:00 AM - 09:00 PM	1.00	EA	30.00	HR 300.00
Security Attendant	09/02/2016 11:00 AM - 06:00 PM	7.00	EA	20.00	HR 980.00
Security Attendant	09/02/2016 06:00 PM - 10:00 PM	3.00	EA	20.00	HR 240.00
Security Attendant - Temporary Gate	09/02/2016 07:00 AM - 06:00 PM	1.00	EA	20.00	HR 220.00
Security Attendant - Overnight	09/02/2016 10:00 PM - 09/03/2016 06:00 AM	1.00	EA	20.00	HR 160.00
Saturday					
Security Attendant Lead	09/03/2016 07:00 AM - 10:00 PM	1.00	EA	30.00	HR 450.00
Security Attendant	09/03/2016 07:00 AM - 06:00 PM	7.00	EA	20.00	HR 1,540.00
Security Attendant	09/03/2016 06:00 PM - 10:00 PM	2.00	EA	20.00	HR 160.00
Security Attendant - Temporary Gate	09/03/2016 08:00 AM - 06:00 PM	1.00	EA	20.00	HR 200.00
Security Attendant - Overnight	09/03/2016 09:00 PM - 09/04/2016 06:00 AM	1.00	EA	20.00	HR 180.00
Sunday					
Security Attendant Lead	09/04/2016 07:00 AM - 10:00 PM	1.00	EA	30.00	HR 450.00
Security Attendant	09/04/2016 07:00 AM - 07:00 PM	7.00	EA	20.00	HR 1,680.00
Security Attendant - Temporary Gate	09/04/2016 07:00 AM - 10:00 PM	1.00	EA	20.00	HR 300.00
Security Attendant - Temporary Gate	09/04/2016 08:00 AM - 10:00 PM	2.00	EA	20.00	HR 560.00
Security Attendant - Overnight	09/04/2016 09:00 PM - 09/05/2014 06:00 AM	1.00	EA	20.00	HR 180.00
<u>Admissions</u>					
Green Gate					
Event Hours 12:00 PM - 06:00 PM					
Ticket Seller/Taker Lead	09/02/2016 11:30 AM - 06:00 PM	1.00	EA	30.00	HR 195.00
Ticket Seller	09/02/2016 11:30 AM - 06:00 PM	1.00	EA	20.00	HR 130.00
Ticket Taker	09/02/2016 11:30 AM - 06:00 PM	1.00	EA	20.00	HR 130.00

EXHIBIT A

Event Information

Saturday

Blue Gate

Event Hours 08:00 AM - 06:00 PM

Ticket Seller	09/03/2016 07:30 AM - 04:00 PM	1.00 EA	20.00 HR	170.00
Ticket Taker	09/03/2016 07:30 AM - 04:00 PM	2.00 EA	20.00 HR	340.00
Ticket Taker	09/03/2016 04:00 PM - 06:00 PM	1.00 EA	20.00 HR	40.00

Green Gate

Ticket Seller Lead	09/03/2016 07:30 AM - 06:00 PM	1.00 EA	30.00 HR	315.00
Ticket Seller	09/03/2016 07:30 AM - 04:00 PM	2.00 EA	20.00 HR	340.00
Ticket Seller	09/03/2016 09:00 AM - 06:00 PM	1.00 EA	20.00 HR	180.00
Ticket Taker	09/03/2016 07:30 AM - 06:00 PM	2.00 EA	20.00 HR	420.00
Money Room Attendant	09/03/2016 07:00 AM - 07:00 PM	1.00 EA	22.00 HR	264.00
Breaker Staff	09/03/2016 10:00 AM - 02:00 PM	1.00 EA	20.00 HR	80.00
Gate Lead	09/03/2016 07:30 AM - 06:00 PM	1.00 EA	30.00 HR	315.00

Sunday

Green Gate

Event Hours 08:00 AM - 04:00 PM

Ticket Seller Lead	09/04/2016 07:30 AM - 02:00 PM	1.00 EA	30.00 HR	195.00
Ticket Seller	09/04/2016 07:30 AM - 02:00 PM	2.00 EA	20.00 HR	260.00
Ticket Taker	09/04/2016 07:30 AM - 04:00 PM	2.00 EA	20.00 HR	340.00
Money Room Attendant	09/04/2016 07:00 AM - 05:00 PM	1.00 EA	22.00 HR	220.00
Breaker Staff	09/04/2016 12:30 PM - 04:00 PM	1.00 EA	20.00 HR	70.00
Gate Lead	09/04/2016 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00

Parking

Parking Attendant Lead	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Parking Attendant	Estimate 40 Hours	40.00 HR	20.00 HR	800.00

Technology

Technology Attendant	09/02/2016 - Estimate 8 Hours	8.00 HR	40.00 HR	320.00
Technology Attendant	09/03/2016 - Estimate 8 Hours	8.00 HR	40.00 HR	320.00
Technology Attendant	09/04/2016 - Estimate 8 Hours	8.00 HR	40.00 HR	320.00
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00

Camping

Event Camping	Estimate Only 09/01/2016 - 09/05/2016 (2015 Camping = \$15,450.00)	1.00 EA	16,000.00 EVT	16,000.00
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Outside Services

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	2,900.00 EVT	2,900.00
Cash Handling Fees	(\$188.46 in 2015 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBD EVT	TBD
Credit Card Fees	2.85% (\$295.89 in 2015)	TBD EVT	TBD EVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$211.80 in 2015)	TBD EVT	TBD EVT	TBD

Total: 60,763.50

Summary

Facility Rental Total *(\$50,000 or 20% of Gross Admissions Revenue if greater)	*\$50,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$78,798.50

Grand Total: *\$128,798.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (<i>Estimated Equipment, Personnel and Services Only</i>)	06/24/2016	\$5,000.00
Second Payment (<i>Estimated Equipment, Personnel and Services Only</i>)	07/01/2016	\$36,899.25
Third Payment (<i>Estimated Equipment, Personnel and Services Only</i>)	08/01/2016	\$36,899.25

Payment Total: \$78,798.50

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 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.

- \$78,798.50 due on or before dates listed above.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Revenue.
- OCFEC will retain \$50,000 or 20% of Gross Admissions Revenue if greater.

Camper Staging: Camping fee is \$20.00 per unit per night for dry camping (no utilities) in Parking Lots D & F from **Monday - Thursday, August 29 - September 1, 2016**. The outside camper staging operation will be coordinated through OCFEC. This will include space coordination, placement, permit distribution and fee collection. Campers will not be allowed to stage on OCFEC property until **Monday, August 29, 2016 at 6:00 AM**. Campers arriving prior to this time will be directed to other camping locations in the area.

Parking Lot E **shall not be used** for any staging or parking of vehicles for this event from **Monday - Thursday, August 29 - September 1, 2016**. That area is designated for Orange Coast College student parking.

Camping (inside the grounds): Camping fee is \$30.00 per unit per night and includes water and electric. The interior grounds camping operation will be coordinated through OCCA. This will include space coordination, placement, permit distribution and fee collection. OCCA plans to allow campers inside the grounds at Green Gate area starting **Thursday - September 1, 2016 at 6:00 AM**. It is agreed that a representative from OCCA and OCFEC shall walk the grounds together to count the number of campers onsite on **Saturday - September 3, 2016**. OCCA agrees to pay OCFEC \$25.00 per unit per night camping fee, substantiating fee total by providing a summary of units camped per night **by no later than Friday - September 9, 2016**.

REVIEWED_____

DATE September 14, 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 Sand Sports Super Show 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

September 12 - 19, 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:

Sand Sports Super Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$124,221.22

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.

Sand Sports Super Show
838 North Delaware Street
Indianapolis, IN 46204

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

By_____Date:_____

By_____Date:_____

Title: Mike Moore, President

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name:	Sand Sports Super Show	Contract No:	R-098-16
Contact Person:	Mike Moore	Phone:	(714) 990-5107
Event Dates:	09/16/2016 - 09/18/2016	Hours:	Friday: 4:00 PM - 10:00 PM Saturday: 9:00 AM - 7:00 PM Sunday: 9:00 AM - 4:00 PM

Admission Price: Adult: \$15.00 3 Day Pass: \$25.00 Child (12 & Under): Free

Vehicle Parking Fee: \$8.00 General Parking **Attendance:** 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Anaheim Building (#16)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Country Meadows	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Crafters Village	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Main Mall	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
OC Promenade (The Span)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Park Plaza	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Parking Lot P	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
South Lawn	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
The Hangar	09/12/2016 06:00 AM - 11:00 PM	Move In	0.00
Tuesday			
Anaheim Building (#16)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Country Meadows	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Crafters Village	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Main Mall	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
OC Promenade (The Span)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Park Plaza	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Parking Lot P	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
South Lawn	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
The Hangar	09/13/2016 06:00 AM - 11:00 PM	Move In	0.00
Wednesday			
Anaheim Building (#16)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Country Meadows	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Crafters Village	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Main Mall	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
OC Promenade (The Span)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Park Plaza	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Parking Lot P	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
South Lawn	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
The Hangar	09/14/2016 06:00 AM - 11:00 PM	Move In	0.00
Thursday			
Anaheim Building (#16)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Country Meadows	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Crafters Village	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Main Mall	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
OC Promenade (The Span)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Park Plaza	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Parking Lot P	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
South Lawn	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
The Hangar	09/15/2016 06:00 AM - 11:00 PM	Move In	0.00
Friday			
Anaheim Building (#16)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Costa Mesa Building (#10)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00

EXHIBIT A

Event Information

Country Meadows	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Crafters Village	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Huntington Beach Building (#12)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Los Alamitos Building (#14)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Main Mall	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
OC Promenade (The Span)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Park Plaza	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Parking Lot P	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
South Lawn	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
The Hangar	09/16/2016 04:00 PM - 10:00 PM	Event	0.00
Saturday			
Anaheim Building (#16)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Costa Mesa Building (#10)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Country Meadows	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Crafters Village	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Huntington Beach Building (#12)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Los Alamitos Building (#14)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Main Mall	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
OC Promenade (The Span)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Park Plaza	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Parking Lot P	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
South Lawn	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
The Hangar	09/17/2016 09:00 AM - 07:00 PM	Event	0.00
Sunday			
Anaheim Building (#16)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Costa Mesa Building (#10)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Country Meadows	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Crafters Village	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Huntington Beach Building (#12)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Los Alamitos Building (#14)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Main Mall	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
OC Promenade (The Span)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Park Plaza	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Parking Lot P	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
South Lawn	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
The Hangar	09/18/2016 09:00 AM - 04:00 PM	Event	0.00
Monday			
Anaheim Building (#16)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Costa Mesa Building (#10)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Huntington Beach Building (#12)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Los Alamitos Building (#14)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Anaheim Building (#16)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Country Meadows	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Crafters Village	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Main Mall	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
OC Promenade (The Span)	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Park Plaza	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
Parking Lot P	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
South Lawn	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00
The Hangar	09/19/2016 06:00 AM - 11:00 PM	Move Out	0.00

Total: *See Facility Fee

***Facility Rental Fee - - - OCFEC shall retain twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) from the Sand Sports Super Show.**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	09/15/2016 - 09/18/2016	2.00 EA	50.00 EA/DAY	400.00
40 Yard Dumpster	Estimate 4	4.00 EA	136.68 EA	546.72
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
30 Amp Drop	Estimate 2	2.00 EA	50.00 EA	100.00
50 Amp Drop	Estimate 19	19.00 EA	70.00 EA	1,330.00
100 Amp Drop	Estimate 4	4.00 EA	180.00 EA	720.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
32" TV	09/15/2016 - 09/18/2016	1.00 EA	60.00 EA/DAY	240.00

EXHIBIT A

Event Information					
Banner (For Cube Towers)	TBD (2015 = 0 EA/\$0.00)	TBD EA	TBDEA	TBD	
Banner (For Facility Areas)	TBD (2015 = \$4,218.00)	TBD EA	TBDEA	TBD	
Barricade (Plastic)	Estimate 95	95.00 EA	15.00 EA	1,425.00	
Bench (Metal)	Estimate 65	65.00 EA	15.00 EA	975.00	
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD	
Cable Ramp	Estimate 55	55.00 EA	15.00 EA	825.00	
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD	
Cube Tower	Estimate 4	4.00 EA	100.00 EA	400.00	
Dumpster	TBD	TBD EA	18.00 EA	TBD	
Electrical Splitter Box (Inside)	Estimate 5	5.00 EA	55.00 EA	275.00	
Electrical Splitter Box (Outside)	Estimate 120	120.00 EA	55.00 EA	6,600.00	
Electrical Usage Rate	Estimate Only	1.00 EA	3,000.00 EVT	3,000.00	
Forklift (40 Yard Dumpster)	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00	
Forklift (Bollards)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Forklift	Estimate 44 Hours	44.00 HR	75.00 HR	3,300.00	
Gas & Diesel	TBD (2015 = \$7.31)	TBD EA	TBDEVT	TBD	
Hang Tag - 3 Day	Estimate 400	400.00 EA	12.00 EA	4,800.00	
Man Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00	
Marquee Board (4 Consecutive Weeks)	08/22/2016 - 09/18/2016	4.00 WK	450.00 WK	Included	
Overall Public Address System	09/16/2016 - 09/18/2016	1.00 EA	250.00 EA/DAY	750.00	
Picnic Table (Round or Rectangle)	Estimate 24	24.00 EA	15.00 EA	360.00	
Portable Electronic Message Board	09/16/2016 - 09/18/2016	2.00 EA	75.00 EA/DAY	450.00	
Portable Light Tower	TBD	TBD EA	75.00 EA	TBD	
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD	
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD	
RV Camping (Campground)	TBD (2015= 428 EA)	TBD EA	30.00 EA/DAY	TBD	
Scissor Lift	TBD	TBD HR	75.00 HR	TBD	
Signage Pole	Estimate 12	12.00 EA	75.00 EA	900.00	
Stanchion	TBD	TBD EA	5.00 EA	TBD	
Sweeper (In-House)	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00	
Table - Rectangle	TBD	TBD EA	15.00 EA	TBD	
Ticket Booth (Double Window)	Estimate 8	8.00 EA	100.00 EA	800.00	
Tonnage Weight (40 Yard Dumpster)	TBD	TBD TON	50.92 TON	TBD	
Trussing Unit	Estimate 4	4.00 EA	100.00 EA	400.00	
Umbrella	Estimate 60	60.00 EA	15.00 EA	900.00	
Water Truck (Includes Water)	Estimate 2 Hours	2.00 HR	80.00 HR	160.00	
Wi-Fi Code	TBD	TBD EA	7.00 EA	TBD	
Wireless Internet Router	09/16/2016 - 09/18/2016	1.00 EA	75.00 EVT	75.00	
Yellow Bollard	Estimate 35	35.00 EA	15.00 EA	525.00	
Total:				35,906.72	

Reimbursable Personnel Fees					
Description	Date-Time	Units	Rate	Actual	
Event Operations					
Set Up					
Grounds Attendant	Estimate 56 Hours	56.00 HR	20.00 HR	1,120.00	
Janitorial Attendant	Estimate 56 Hours	56.00 HR	20.00 HR	1,120.00	
Electrician	Estimate 64 Hours	64.00 HR	50.00 HR	3,200.00	
Plumber	Estimate 12 Hours	12.00 HR	50.00 HR	600.00	
Event Days					
Event Hours: 4:00 PM - 10:00 PM					
Grounds Attendant Lead	09/16/2016 02:00 PM - 11:00 PM	1.00 EA	30.00 HR	270.00	
Grounds Attendant	09/16/2016 02:00 PM - 11:00 PM	5.00 EA	20.00 HR	900.00	
Janitorial Attendant Lead	09/16/2016 02:00 PM - 12:00 AM	1.00 EA	30.00 HR	300.00	
Janitorial Attendant	09/16/2016 02:00 PM - 12:00 AM	12.00 EA	20.00 HR	2,400.00	
Electrician	09/16/2016 03:00 PM - 10:00 PM	1.00 EA	50.00 HR	350.00	
Plumber	09/16/2016 03:00 PM - 10:00 PM	1.00 EA	50.00 HR	350.00	
Event Hours: 9:00 AM - 7:00 PM					
Grounds Attendant Lead	09/17/2016 08:00 AM - 11:00 PM	1.00 EA	30.00 HR	450.00	
Grounds Attendant	09/17/2016 08:00 AM - 08:00 PM	7.00 EA	20.00 HR	1,680.00	
Janitorial Attendant Lead	09/17/2016 08:00 AM - 09:00 PM	1.00 EA	30.00 HR	390.00	
Janitorial Attendant	09/17/2016 08:00 AM - 09:00 PM	16.00 EA	20.00 HR	4,160.00	
Electrician	09/17/2016 08:00 AM - 07:00 PM	1.00 EA	50.00 HR	550.00	
Plumber	09/17/2016 08:00 AM - 07:00 PM	1.00 EA	50.00 HR	550.00	

EXHIBIT A

Event Information

		Event Hours: 9:00 AM - 4:00 PM				
Grounds Attendant Lead	09/18/2016 08:00 AM - 05:00 PM	1.00	EA	30.00	HR	270.00
Grounds Attendant	09/18/2016 08:00 AM - 05:00 PM	7.00	EA	20.00	HR	1,260.00
Janitorial Attendant Lead	09/18/2016 08:00 AM - 04:00 PM	1.00	EA	30.00	HR	240.00
Janitorial Attendant	09/18/2016 08:00 AM - 04:00 PM	16.00	EA	20.00	HR	2,560.00
Electrician	09/18/2016 08:00 AM - 04:00 PM	1.00	EA	50.00	HR	400.00
Plumber	09/18/2016 08:00 AM - 04:00 PM	1.00	EA	50.00	HR	400.00

Clean Up

Grounds Attendant Lead	Estimate 16 Hours	16.00	HR	30.00	HR	480.00
Grounds Attendant	Estimate 24 Hours	24.00	HR	20.00	HR	480.00
Janitorial Attendant	Estimate 40 Hours	40.00	HR	20.00	HR	800.00
Electrician	Estimate 40 Hours	40.00	HR	50.00	HR	2,000.00
Plumber	Estimate 8 Hours	8.00	HR	50.00	HR	400.00

Event Sales & Services

Event Coordinator	09/16/2016 03:00 PM - 11:00 PM	1.00	EA	40.00	HR	320.00
Event Coordinator	09/17/2016 08:00 AM - 11:00 PM	1.00	EA	40.00	HR	600.00
Event Coordinator	09/18/2016 08:00 AM - 05:00 PM	1.00	EA	40.00	HR	360.00

Safety & Security

Thursday - September 15, 2016

One (1) Security Attendant Lead from 7:00 AM to 9:00 PM
 Gate 5 will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM
 Camp Gate will be staffed by one (1) Security Attendant from 7:00 AM to 9:00 PM
 Three (3) Security Attendants as Rovers from 7:00 AM to 9:00 PM

Overnight

FFZ will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM
 Gate 5 will be staffed by one (1) Security Attendant from 9:00 PM to 9:00 AM
 Three (3) Security Attendants as Rovers from 9:00 PM to 9:00 AM

Security Attendant Lead	09/15/2016 07:00 AM - 09:00 PM	1.00	EA	30.00	HR	420.00
Security Attendant	09/15/2016 07:00 AM - 09:00 PM	5.00	EA	20.00	HR	1,400.00
Security Attendant - Overnight	09/15/2016 09:00 PM - 09/16/2016 09:00 AM	5.00	EA	20.00	HR	1,200.00

Friday - September 16, 2016 Event Hours: 4:00 PM - 10:00 PM

Six (6) Security Attendants to cover Gap in coverage from 9:00 AM - 2:00 PM
 One (1) Security Attendant Lead from 2:00 PM to 11:00 PM
 Baja Gate will be staffed by Four (4) Security Attendants from 2:00 PM to 11:00 PM
 Blue Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
 Camp Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
 Camp Walk Gate will be staffed by One (1) Security Attendant from 2:00 PM to 11:00 PM
 Green Gate will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM
 Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span)
 will be staffed by Three (3) Security Attendants from 2:00 PM to 11:00 PM
 West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 2:00 PM to 11:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3)
 Security Attendants from 2:00 PM to 11:00 PM
 Four (4) Security Attendants as Rovers from 2:00 PM to 11:00 PM

Overnight

FFZ will be staffed by one (1) Security Attendant from 11:00 PM to 8:00 AM
 Four (4) Security Attendants as Rovers from 11:00 PM to 8:00 AM

Security Attendant Lead	09/16/2016 02:00 PM - 11:00 PM	1.00	EA	30.00	HR	270.00
Security Attendant - Gap	09/16/2016 09:00 AM - 02:00 PM	6.00	EA	20.00	HR	600.00
Security Attendant	09/16/2016 02:00 PM - 11:00 PM	23.00	EA	20.00	HR	4,140.00
Security Attendant - Overnight	09/16/2016 11:00 PM - 09/17/2016 08:00 AM	5.00	EA	20.00	HR	900.00

Saturday - September 17, 2016 Event Hours: 9:00 AM - 7:00 PM

One (1) Security Attendant Lead from 7:00 AM to 8:00 PM
 Baja Gate will be staffed by Four (4) Security Attendants from 7:00 AM to 8:00 PM
 Blue Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
 Camp Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
 Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 8:00 PM
 Green Gate will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM

EXHIBIT A

Event Information

Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span) will be staffed by Three (3) Security Attendants from 7:00 AM to 8:00 PM
West Mall, Farm and FFZ will be staffed by Two (2) Security Attendants from 7:00 AM to 8:00 PM
Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by Three (3) Security Attendants from 7:00 AM to 8:00 PM
Four (4) Security Attendants as Rovers from 7:00 AM to 8:00 PM

Overnight

FFZ will be staffed by one (1) Security Attendant from 8:00 PM to 7:00 AM
Four (4) Security Attendants as Rovers from 8:00 PM to 7:00 AM

Security Attendant Lead	09/17/2016 07:00 AM - 08:00 PM	1.00	EA	30.00	HR	390.00
Security Attendant	09/17/2016 07:00 AM - 08:00 PM	23.00	EA	20.00	HR	5,980.00
Security Attendant - Overnight	09/17/2016 08:00 PM - 09/18/2016 07:00 AM	5.00	EA	20.00	HR	1,100.00

Sunday - September 18, 2016 Event Hours: 9:00 AM - 4:00 PM

One (1) Security Attendant Lead from 7:00 AM to 7:00 PM
Baja Gate will be staffed by Four (4) Security Attendant from 7:00 AM to 7:00 PM
Blue Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
Camp Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
Camp Walk Gate will be staffed by One (1) Security Attendant from 7:00 AM to 7:00 PM
Green Gate will be staffed by Two (2) Security Attendant from 7:00 AM to 7:00 PM
Main Mall, Los Alamitos Building (#14), Anaheim Building (#16), OC Promenade (The Span) will be staffed by Three (3) Security Attendants from 7:00 AM to 7:00 PM
West Mall, Farm and FFZ will be staffed by two (2) Security Attendants from 7:00 AM to 7:00 PM

Costa Mesa Building (#10) & Huntington Beach Building (#12) will be staffed by three (3) Security Attendants from 7:00 AM to 7:00 PM
Four (4) Security Attendants as Rovers from 7:00 AM to 7:00 PM
Four (4) Security Attendants as Rovers from 7:00 PM to 12:00 AM

Overnight

Four (4) Security Attendants as Rovers from 12:00 AM to 8:00 AM

Security Attendant Lead	09/18/2016 07:00 AM - 07:00 PM	1.00	EA	30.00	HR	360.00
Security Attendant	09/18/2016 07:00 AM - 07:00 PM	23.00	EA	20.00	HR	5,520.00
Security Attendant	09/18/2016 07:00 PM - 12:00 AM	4.00	EA	20.00	HR	400.00
Security Attendant - Overnight	09/19/2016 12:00 AM - 08:00 AM	4.00	EA	20.00	HR	640.00

Admissions

Friday - September 16, 2016 Event Hours: 4:00 PM - 10:00 PM

Two (2) Ticket Seller Lead from 2:30 PM to 9:30 PM
One (1) Ticket Taker Lead from 2:30 PM to 11:30 PM
Red Gate will be staffed by Four (4) Ticket Sellers from 2:30 PM to 9:30 PM
Red Gate will be staffed by Two (2) Ticket Takers from 2:30 PM to 11:30 PM
Two (2) Ticket Booths and Four (4) Points of Sale
Blue Gate will be staffed by Six (6) Ticket Sellers from 2:30 PM to 9:30 PM
Blue Gate will be staffed by Three (3) Ticket Takers from 2:30 PM to 11:30 PM
Three (3) Ticket Booths and Six (6) Points of Sale
Green Gate will be staffed by Six (6) Ticket Sellers from 2:30 PM to 9:30 PM
Green Gate will be staffed by Three (3) Ticket Takers from 2:30 PM to 11:30 PM
Three (3) Ticket Booths and Six (6) Points of Sale
Two (2) Ticket Seller Break Staff from 5:00 PM - 8:00 PM
One (1) Ticket Taker Break Staff from 5:00 PM - 8:00 PM

Ticket Seller Lead	09/16/2016 02:30 PM - 09:30 PM	2.00	EA	30.00	HR	420.00
Ticket Seller	09/16/2016 02:30 PM - 09:30 PM	16.00	EA	20.00	HR	2,240.00
Ticket Seller - Break Staff	09/16/2016 05:00 PM - 08:00 PM	2.00	EA	20.00	HR	120.00
Ticket Taker Lead	09/16/2016 02:30 PM - 11:30 PM	1.00	EA	30.00	HR	270.00
Ticket Taker	09/16/2016 02:30 PM - 11:30 PM	8.00	EA	20.00	HR	1,440.00
Ticket Taker - Break Staff	09/16/2016 05:00 PM - 08:00 PM	1.00	EA	20.00	HR	60.00
Admissions Office	09/16/2016 02:30 PM - 11:30 PM	1.00	EA	20.00	HR	180.00
Money Room Attendant	09/16/2016 02:30 PM - 11:30 PM	1.00	EA	22.00	HR	198.00

EXHIBIT A

Event Information

Saturday - September 17, 2016 Event Hours: 9:00 AM - 7:00 PM

Two (2) Ticket Seller Lead from 7:30 AM to 6:30 PM
 One (1) Ticket Taker Lead from 7:30 AM to 7:30 PM
 Red Gate will be staffed by Four (4) Ticket Sellers from 7:30 AM to 6:30 PM
 Red Gate will be staffed by Two (2) Ticket Takers from 7:30 AM to 7:30 PM
 Two (2) Ticket Booths and Four (4) Points of Sale
 Blue Gate will be staffed by Six (6) Ticket Sellers from 7:30 AM to 6:30 PM
 Blue Gate will be staffed by Three (3) Ticket Takers from 7:30 AM to 7:30 PM
 Three (3) Ticket Booths and Six (6) Points of Sale
 Green Gate will be staffed by Six (6) Ticket Sellers from 7:30 AM to 6:30 PM
 Green Gate will be staffed by Three (3) Ticket Takers from 7:30 AM to 7:30 PM
 Three (3) Ticket Booths and Six (6) Points of Sale
 Two (2) Ticket Seller Break Staff from 10:00 AM - 5:00 PM
 One (1) Ticket Taker Break Staff from 10:00 AM - 5:00 PM

Ticket Seller Lead	09/17/2016 07:30 AM - 06:30 PM	2.00	EA	30.00	HR	660.00
Ticket Seller	09/17/2016 07:30 AM - 06:30 PM	16.00	EA	20.00	HR	3,520.00
Ticket Seller - Break Staff	09/17/2016 10:00 AM - 05:00 PM	2.00	EA	20.00	HR	280.00
Ticket Taker Lead	09/17/2016 07:30 AM - 08:00 PM	1.00	EA	30.00	HR	375.00
Ticket Taker	09/17/2016 07:30 AM - 07:30 PM	8.00	EA	20.00	HR	1,920.00
Ticket Taker - Break Staff	09/17/2016 10:00 AM - 05:00 PM	1.00	EA	20.00	HR	140.00
Admissions Office	09/17/2016 07:30 AM - 08:00 PM	1.00	EA	20.00	HR	250.00
Money Room Attendant	09/17/2016 07:30 AM - 08:00 PM	1.00	EA	22.00	HR	275.00

Sunday - September 18, 2016 Event Hours: 9:00 AM - 4:00 PM

Red Gate will be staffed by Four (4) Ticket Sellers from 7:30 AM to 3:30 PM
 Red Gate will be staffed by Two (2) Ticket Takers from 7:30 AM to 4:00 PM
 Two (2) Ticket Booths and Four (4) Points of Sale
 Blue Gate will be staffed by Six (6) Ticket Sellers from 7:30 AM to 3:30 PM
 Blue Gate will be staffed by Three (3) Ticket Takers from 7:30 AM to 4:00 PM
 Three (3) Ticket Booths and Six (6) Points of Sale
 Green Gate will be staffed by Six (6) Ticket Sellers from 7:30 AM to 3:30 PM
 Green Gate will be staffed by Three (3) Ticket Takers from 7:30 AM to 4:00 PM
 Three (3) Ticket Booths and Six (6) Points of Sale
 Two (2) Ticket Seller Break Staff from 10:00 AM - 2:00 PM
 One (1) Ticket Taker Break Staff from 10:00 AM - 2:00 PM

Ticket Seller Lead	09/18/2016 07:30 AM - 03:30 PM	2.00	EA	30.00	HR	480.00
Ticket Seller	09/18/2016 07:30 AM - 03:30 PM	16.00	EA	20.00	HR	2,560.00
Ticket Seller - Break Staff	09/18/2016 10:00 AM - 02:00 PM	2.00	EA	20.00	HR	160.00
Ticket Taker Lead	09/18/2016 07:30 AM - 04:00 PM	1.00	EA	30.00	HR	255.00
Ticket Taker	09/18/2016 07:30 AM - 04:00 PM	8.00	EA	20.00	HR	1,360.00
Ticket Taker - Break Staff	09/18/2016 10:00 AM - 02:00 PM	1.00	EA	20.00	HR	80.00
Admissions Office	09/18/2016 07:30 AM - 04:00 PM	1.00	EA	20.00	HR	170.00
Money Room Attendant	09/18/2016 07:30 AM - 04:00 PM	1.00	EA	22.00	HR	187.00

Parking

Set Up

Parking Attendant Lead	09/14/2016 06:00 AM - 10:00 PM	2.00	EA	30.00	HR	960.00
Parking Attendant	09/14/2016 06:00 AM - 10:00 PM	5.00	EA	20.00	HR	1,600.00
Parking Attendant Lead	09/15/2016 06:00 AM - 05:00 PM	2.00	EA	30.00	HR	660.00
Parking Attendant	09/15/2016 06:00 AM - 05:00 PM	5.00	EA	20.00	HR	1,100.00

Tear Down

Parking Attendant	09/18/2016 04:00 PM - 06:00 PM	4.00	EA	20.00	HR	160.00
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Technology

Technology Attendant (<i>Set Up</i>)	Estimate 3 Hours	3.00	HR	40.00	HR	120.00
Technology Attendant	09/16/2016 04:00 PM - 10:00 PM	1.00	EA	40.00	HR	240.00
Technology Attendant	09/17/2016 09:00 AM - 07:00 PM	1.00	EA	40.00	HR	400.00
Technology Attendant	09/18/2016 09:00 AM - 04:00 PM	1.00	EA	40.00	HR	280.00
Technology Attendant (<i>Clean Up</i>)	Estimate 3 Hours	3.00	HR	40.00	HR	120.00
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00	EA	100.00	EVT	100.00

Outside Services

Davis School	Estimate Only (<i>Saturday & Sunday</i>)	1.00	EA	300.00	EVT	300.00
S.E.L.I Group Insurance	Estimate Only	1.00	HR	900.00	EVT	900.00

EXHIBIT A

Event Information

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	5,100.00	EVT	5,100.00
Orange County Sheriff Services	09/16/2016 04:00 PM - 11:00 PM	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/17/2016 09:00 AM - 08:00 PM	2.00	EA	2,000.00	EVT	2,000.00
Orange County Sheriff Services	09/18/2016 09:00 AM - 04:30 PM <i>Estimate Only (Friday - Sunday)</i>	2.00	EA	2,000.00	EVT	2,000.00
Cash Handling Fees	<i>(\$787.05 in 2015 inclusive of Change Fund, Cash Deposit, Armored Truck)</i>	TBD	EA	TBD	EVT	TBD
Credit Card Fees	<i>(\$3,505.79 in 2015)</i>	TBD	EA	TBD	EVT	TBD
Ticket Printing Fees	<i>(\$1,225.25 in 2015)</i>	TBD	EA	TBD	EVT	TBD
Total:						88,314.50

Summary

Facility Rental Total	*% of Gross
Estimated Equipment, Reimbursable Personnel and Services Total	\$124,221.22

- **OCFEC shall retain the above specified percent of Gross Admissions Revenue to cover Facility Rental Fees.**
- All additional reimbursable expenses shall be itemized and deducted from Gross Admissions Revenue.
- **Other:** Camping - \$30.00 per unit per night; includes electric and water. SSSS to submit itemized list detailing number of units/days stayed. The list must be submitted by no later than Tuesday - September 20, 2016.
- Spectra will increase the price of beer by \$1.00. Sand Sports Super Show will receive a \$1.00 rebate per unit of beer sold, less CA Sales Tax.

Grand Total \$124,221.22

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/02/2016	\$124,221.22
Total:		\$124,221.22
Payment Total:		\$124,221.22

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.

REVIEWED _____

DATE

September 14, 2016

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Capistrano Connections Academy dba California Connections Academy @ Capistrano** 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

June 16, 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:

Capistrano Connections Academy - End of the Year Picnic

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$9,644.50

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, 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.

**Capistrano Connections Academy dba
California Connections Academy @ Capistrano
33272 Valle Road
San Juan Capistrano, CA 92675**

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

By _____ Date: _____

By _____ Date: _____

Title: Stephanie Jaeger, Field Trip Program Coordinator

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Capistrano Connections Academy - End of the Year Picnic	Contract No:	R-106-16
Contact Person:	Stephanie Jaeger	Phone:	(949) 464-8395
Event Date:	06/16/2016	Hours:	10:00 AM - 2:00 PM

Admission Price: Private Event (*No Fee*)

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 800

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Country Meadows	06/16/2016 07:00 AM - 10:00 AM	Move In	No Charge
Huntington Beach Building (#12)	06/16/2016 07:00 AM - 10:00 AM	Move In	No Charge
Country Meadows	06/16/2016 10:00 AM - 02:00 AM	Event	*1,445.00
Huntington Beach Building (#12)	06/16/2016 10:00 AM - 02:00 AM	Event	*2,635.00

*15% 501(c)(3) discount has been applied. Nonprofit verification must be submitted to OCFEC upon signing of Agreement.

-Move out must be completed by 11:59 PM on Thursday - June 16, 2016 to avoid additional charges. Total: 4,080.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (<i>Plastic</i>)	Estimate 20	20.00 EA	15.00 EA	300.00
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
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Picnic Table (<i>Round</i>)	Estimate 50	50.00 EA	15.00 EA	750.00
Portable Electronic Message Board	06/16/2016	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Microphone	06/16/2016	1.00 EA	50.00 EA	50.00
Total:				1,840.00

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
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Event Day				
Grounds Attendant Lead	06/16/2016 09:00 AM - 02:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	06/16/2016 09:00 AM - 02:00 PM	1.00 EA	20.00 HR	100.00
Janitorial Attendant	06/16/2016 09:00 AM - 02:00 PM	2.00 EA	20.00 HR	200.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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
<u>Event Sales & Services</u>				
Event Coordinator	06/16/2016 09:00 AM - 02:00 PM	1.00 EA	40.00 HR	200.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
<u>Safety & Security</u>				
Security Attendant	06/16/2016 09:30 AM - 02:30 PM	2.00 EA	20.00 HR	200.00
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
<u>Outside Services</u>				
Emergency Medical Services	06/16/2016 09:30 AM - 02:30 PM	2.00 EA	20.00 HR	200.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

EXHIBIT A

Event Information

Total: 2,224.50

Summary

Facility Rental Total	\$4,080.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,064.50
Refundable Deposit	\$1,500.00
Grand Total:	\$9,644.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$1,020.00
Second Payment	04/15/2016	\$4,312.25
Third Payment	05/16/2016	\$4,312.25
Total:		\$9,644.50
Payment Total:		\$9,644.50

Please Remit Payment in *Check or Credit Card*

Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.

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.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Foodservice Provider shall only serve alcoholic beverages on the OCFEC property.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

OUTSIDE FOOD & BEVERAGE

Spectra agrees to allow Capistrano Connections Academy attendees to bring in outside food and beverage. Glass bottles and cans brought on the grounds by attendees is strictly prohibited. Spectra will have concessions food and beverage services available for attendees.

By _____ Date: _____
Title: Stephanie Jaeger, Field Trip Program Coordinator

By _____ Date: _____
Title: Michele A. Richards, V.P. Business Development

By _____ Date: _____
Title: Juan Quintero, Spectra General Manager

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **American Future Technology Corporation dba iBUYPOWER Computer** 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 11 - 14, 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:

iBP Cup

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$21,174.50

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, 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.

**American Future Technology Corporation dba
iBUYPOWER Computer
529 North Baldwin Park Boulevard
City of Industry, CA 91746**

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

By _____ Date: _____

By _____ Date: _____

Title: Tyrone Wang, eSports Development Manager

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: iBP Cup	Contract No: R-108-16
Contact Person: Tyrone Wang	Phone: (626) 269-5128
Event Dates: 11/12/2016 - 11/13/2016	Hours: Saturday: 9:00 AM - 6:00 PM Sunday: 9:00 AM - 6:00 PM
Admission Price: TBD	
Vehicle Parking Fee: \$8.00 General Parking	Projected Attendance: 5,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	11/11/2016 08:00 AM - 11:30 PM	Move In	1,650.00
Saturday			
The Hangar	11/12/2016 09:00 AM - 06:00 PM	Event	3,300.00
Sunday			
The Hangar	11/13/2016 09:00 AM - 06:00 PM	Event	3,300.00
Monday			
The Hangar	11/14/2016 06:00 AM - 11:59 AM	Move Out	No Charge

-Move out must be completed by 11:59 AM on Monday - November 14, 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>
5.5 MB Internet - Dynamic IP	TBD	TBD EA	50.00EA/DAY	TBD
17.5 MB Internet - Dynamic IP	TBD	TBD EA	125.00EA/DAY	TBD
45 MB Internet - Static IP	11/11/2016 - 11/13/2016	1.00 EA	400.00EA/DAY	1,200.00
Barricade (<i>Plastic</i>)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Folding Chair	TBD	TBD EA	2.50 EA	TBD
Folding Table	TBD	TBD EA	15.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift (<i>Banners</i>)	TBD	TBD HR	75.00 HR	TBD
Marquee Board (<i>7 Consecutive Days</i>)	11/07/2016 - 11/13/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/12/2016 - 11/13/2016	2.00 EA	75.00 EA/DAY	300.00
Projector (<i>12,000 Lumens</i>)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (<i>Per Building</i>)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth (<i>Double Window</i>)	TBD	TBD EA	100.00 EA	TBD
Total:				3,680.00

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 4 Hours	4.00 HR	20.00 HR	80.00
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
Event Day				
Grounds Attendant Lead	11/12/2016 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	11/12/2016 08:00 AM - 06:00 PM	1.00 EA	20.00 HR	200.00
Janitorial Attendant	11/12/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Electrician	11/12/2016 08:00 AM - 06:00 PM	1.00 EA	50.00 HR	500.00
Grounds Attendant Lead	11/13/2016 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	11/13/2016 08:00 AM - 06:00 PM	1.00 EA	20.00 HR	200.00
Janitorial Attendant	11/13/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Electrician	11/13/2016 08:00 AM - 06:00 PM	1.00 EA	50.00 HR	500.00

EXHIBIT A

Event Information

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 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00

Event Sales & Services

Event Coordinator	11/12/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	11/13/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00

Parking

Parking Attendant Lead	11/11/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	11/11/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

Safety & Security

Security Attendant	11/12/2016 08:30 AM - 06:30 PM	2.00 EA	20.00 HR	400.00
Security Attendant	11/13/2016 08:30 AM - 06:30 PM	2.00 EA	20.00 HR	400.00
Security Attendant - Overnight	11/11/2016 09:00 PM - 11/12/2016 07:00 AM	1.00 EA	20.00 HR	200.00
Security Attendant - Overnight	11/12/2016 09:00 PM - 11/13/2016 07:00 AM	1.00 EA	20.00 HR	200.00
Security Attendant - Overnight	11/13/2016 09:00 PM - 11/14/2016 07:00 AM	1.00 EA	20.00 HR	200.00

Technology

Technology Attendant	TBD	TBD EA	40.00 HR	TBD
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD

Outside Services

Emergency Medical Services	11/12/2016 08:30 AM - 06:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	11/13/2016 08:30 AM - 06:30 PM	1.00 EA	20.00 HR	200.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: \$7,244.50

Summary

Facility Rental Total	\$8,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,924.50
Refundable Deposit	\$2,000.00

Grand Total: \$21,174.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$2,062.50
Second Payment	06/10/2016	\$6,371.00
Third Payment	08/11/2016	\$6,370.50
Fourth Payment	10/11/2016	\$6,370.50

Total: \$21,174.50

Payment Total: \$21,174.50

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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 _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Santa Ana Valley Kennel Club** 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

September 9 - 11, 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:

S.A.V.K.C. All Breed Conformation Obedience and Agility Trials

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$45,747.50

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, 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.

**Santa Ana Valley Kennel Club
7108 Katella Avenue, PMB 417
Stanton, CA 90680**

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

By _____ Date: _____

By _____ Date: _____

Title: Burk Hughes, Co-Show Chairman

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	S.A.V.K.C. All Breed Conformation Obedience and Agility Trials	Contract No:	R-114-16
Contact Person:	Joseph Berkau	Phone No:	(714) 650-9700
Event Dates:	09/10/2016 - 09/11/2016	Hours:	Saturday: 8:00 AM - 8:00 PM Sunday: 8:00 AM - 5:00 PM
Admission:	Free	Projected Attendance:	2,000
Vehicle Parking Fee:	\$8.00 General Parking		

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	09/09/2016 10:00 AM - 10:00 PM	Move In	1,000.00
Costa Mesa Building (#10)	09/09/2016 10:00 AM - 10:00 PM	Move In	2,050.00
Huntington Beach Building (#12)	09/09/2016 10:00 AM - 10:00 PM	Move In	1,550.00
Santa Ana Pavilion (Parade of Products)	09/09/2016 10:00 AM - 10:00 PM	Move In	850.00
Saturday			
Anaheim Building (#16)	09/10/2016 08:00 AM - 08:00 PM	Event	2,000.00
Costa Mesa Building (#10)	09/10/2016 08:00 AM - 08:00 PM	Event	4,100.00
Courtyard	09/10/2016 08:00 AM - 08:00 PM	Event	600.00
Huntington Beach Building (#12)	09/10/2016 08:00 AM - 08:00 PM	Event	3,100.00
Santa Ana Pavilion (Parade of Products)	09/10/2016 08:00 AM - 08:00 PM	Event	1,700.00
Sunday			
Anaheim Building (#16)	09/11/2016 08:00 AM - 05:00 PM	Event	2,000.00
Costa Mesa Building (#10)	09/11/2016 08:00 AM - 05:00 PM	Event	4,100.00
Courtyard	09/11/2016 08:00 AM - 05:00 PM	Event	600.00
Huntington Beach Building (#12)	09/11/2016 08:00 AM - 05:00 PM	Event	3,100.00
Santa Ana Pavilion (Parade of Products)	09/11/2016 08:00 AM - 05:00 PM	Event	1,700.00

-Move out must be completed by 11:59 PM on Sunday - September 11, 2016 to avoid additional charges. Total: 28,450.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Campers	TBD (76 Campers in 2015)	TBD EA	35.00 EA	TBD
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 25	25.00 EA	55.00 EA	1,375.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Marquee Board (4 Consecutive Weeks)	08/15/2016 - 09/11/2016	4.00 WK	450.00 WK	Included
Portable Electronic Message Board	09/10/2016 - 09/11/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	09/10/2016 - 09/11/2016	4.00 EA	75.00 EA/DAY	600.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Total:				5,050.00

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 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00
Event Days				
Grounds Attendant Lead	09/10/2016 07:00 AM - 08:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	09/10/2016 07:00 AM - 08:00 PM	4.00 EA	20.00 HR	1,040.00
Janitorial Attendant	09/10/2016 07:00 AM - 08:00 PM	7.00 EA	20.00 HR	1,820.00
Grounds Attendant Lead	09/11/2016 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	09/11/2016 07:00 AM - 05:00 PM	4.00 EA	20.00 HR	800.00
Janitorial Attendant	09/11/2016 07:00 AM - 05:00 PM	7.00 EA	20.00 HR	1,400.00
Clean Up				
Grounds Attendant	Estimate 14 Hours	14.00 HR	20.00 HR	280.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00

EXHIBIT A

Event Information

Event Sales & Services

Event Coordinator	09/10/2016 07:00 AM - 08:00 PM	1.00 EA	40.00 HR	520.00
Event Coordinator	09/11/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	20.00 HR	320.00

Safety & Security

Security Attendant - Overnight	09/09/2016 09:30 PM - 09/10/2016 07:00 AM	1.00 EA	20.00 HR	190.00
Security Attendant - Overnight	09/10/2016 07:30 PM - 09/11/2016 07:00 AM	1.00 EA	20.00 HR	230.00
Security Attendant	09/10/2016 07:30 AM - 08:30 PM	2.00 EA	20.00 HR	520.00
Security Attendant	09/11/2016 07:30 AM - 05:30 PM	2.00 EA	20.00 HR	400.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

Emergency Medical Services	09/10/2016 07:30 AM - 08:30 PM	1.00 EA	21.00 HR	273.00
Emergency Medical Services	09/11/2016 07:30 AM - 05:30 PM	1.00 EA	21.00 HR	210.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 10,747.50

Summary

Facility Rental Total	\$28,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$15,797.50
Refundable Deposit	\$1,500.00

Grand Total: \$45,747.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$7,112.50
Second Payment	06/09/2016	\$12,878.50
Third Payment	07/08/2016	\$12,878.25
Fourth Payment	08/09/2016	\$12,878.25

Total: \$45,747.50

Payment Total: \$45,747.50

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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.

BANNERS

All banner sizes and locations must be approved by OCFEC.

CAMPING

Campground is located along the Arlington Drive fence line. Electric and water hookups included. Camping fee is \$35.00 per unit per night. The Safety & Security Department will register campers, collect fees and issue permits.

CANOPIES / TENTS

Canopies and tents are not permitted inside OCFEC buildings or breezeways per the State Fire Marshall.

EXHIBIT A

Event Information

OTHER EVENTS

Renter understands that other events will be taking place in other OCFEC buildings, and that attendees to those shows will need access through the Main Mall to get to their 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.

POOP SCOOP TEAM

Renter agrees to provide plastic pet waste bags used by exhibitors bringing their dogs onto the grounds and agrees to advise them that they are responsible for cleaning up after their dogs. Dogs must be on a leash at all times

REVIEWED_____

DATE September 14, 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 **Junior League of Orange County, California, 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 17 - 20, 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 Christmas Company

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$26,174.50

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.

Junior League of Orange County, California, Inc.
5140 Campus Drive
Newport Beach, CA 92660

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

By_____

By_____

Title: Becky Mandich, President

Title: Michele A. Richards, V.P. Business Development



R_____

A_____

AMENDMENT TO THE CHRISTMAS COMPANY
(November 2016)

DATE: July 17, 2016

RENTAL AGREEMENT: R-126-16

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday Plaza Pacifica Lobby	11/19/2016 08:00 AM - 05:00 PM	Event	
		Total:	1,190.00

Summary

Original Rental Agreement Facility Fee Grand Total	\$9,250.00
Revised Rental Agreement Facility Fee Grand Total	\$
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Total	\$15,424.50
Refundable Deposit	\$1,500.00
Grand Total:	\$27,029.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID Check #1773	\$
Second Payment	PAID Check #1776	\$
Third Payment	PAID Check #1854	\$7,592.00
Fourth Payment	PAID Check #1801	\$7,592.00
Fifth Payment	6/12/2016	\$752.50
	Total Due:	\$27,029.50
	Payment Total:	\$27,029.50

Please Remit Payment in *Check or Credit Card*

Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.

ALL PAYMENTS ARE NON-REFUNDABLE

Junior League of Orange County, California, Inc.
5140 Campus Drive
Newport Beach, CA 92660

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

By_____

By_____

Title: Sara Young, President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	The Christmas Company	Contract No:	R-126-16
Contact Person:	Christina Markl	Phone:	(714) 686-3523
Event Dates:	11/18/2016 - 11/19/2016	Hours:	Friday: 8:00 AM - 10:00 PM Saturday: 8:00 AM - 10:00 PM

Admission Price: Adult: TBD

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 3,000 - 5,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Courtyard	11/17/2016 08:00 AM - 09:00 PM	Move In	300.00
Huntington Beach Building (#12)	11/17/2016 08:00 AM - 09:00 PM	Move In	1,550.00
Friday			
Courtyard	11/18/2016 08:00 AM - 10:00 PM	Event	600.00
Huntington Beach Building (#12)	11/18/2016 08:00 AM - 10:00 PM	Event	3,100.00
Saturday			
Courtyard	11/19/2016 08:00 AM - 10:00 PM	Event	600.00
Huntington Beach Building (#12)	11/19/2016 08:00 AM - 10:00 PM	Event	3,100.00
Sunday			
Courtyard	11/20/2016 07:00 AM - 11:59 AM	Move Out	Included
Huntington Beach Building (#12)	11/20/2016 07:00 AM - 11:59 AM	Move Out	Included

-Move out must be completed by 11:59 AM on Sunday - November 20, 2016 to avoid additional charges. Total: 9,250.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	11/17/2016 - 11/19/2016	1.00 EA	125.00 EA/DAY	375.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift (<i>Shipments</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 150	150.00 EA	8.00 EA	1,200.00
Marquee Board (<i>4 Consecutive Weeks</i>)	10/21/2016 - 11/19/2016	4.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/17/2016 - 11/19/2016	2.00 EA	75.00 EA/DAY	450.00
Public Address System (<i>Per Building</i>)	11/18/2016 - 11/19/2016	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (<i>In-House</i>)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Windmaster	Estimate 10	10.00 EA	15.00 EA	150.00
Wireless Internet Router	11/17/2016 - 11/19/2016	1.00 EA	75.00 EVT	75.00

Total: 4,530.00

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 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00
Event Days				
Grounds Attendant Lead	11/18/2016 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00
Grounds Attendant	11/18/2016 07:00 AM - 10:00 PM	2.00 EA	20.00 HR	600.00
Janitorial Attendant	11/18/2016 07:00 AM - 10:00 PM	4.00 EA	20.00 HR	1,200.00
Electrician	Estimate 4 Hours	4.00 HR	50.00 HR	200.00
Grounds Attendant Lead	11/19/2016 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00
Grounds Attendant	11/19/2016 07:00 AM - 10:00 PM	2.00 EA	20.00 HR	600.00
Janitorial Attendant	11/19/2016 07:00 AM - 10:00 PM	4.00 EA	20.00 HR	1,200.00

EXHIBIT A

Event Information						
Electrician	Estimate 4 Hours	4.00	HR	50.00	HR	200.00
Clean Up						
Grounds Attendant	Estimate 16 Hours	16.00	HR	20.00	HR	320.00
Janitorial Attendant	Estimate 8 Hours	8.00	HR	20.00	HR	160.00
Electrician	Estimate 4 Hours	4.00	HR	50.00	HR	200.00
Event Sales & Services						
Event Coordinator	11/18/2016 07:00 AM - 10:00 PM	1.00	EA	40.00	HR	600.00
Event Coordinator	11/19/2016 07:00 AM - 10:00 PM	1.00	EA	40.00	HR	600.00
Parking						
Parking Attendant Lead	Estimate 14 Hours	14.00	HR	30.00	HR	420.00
Parking Attendant	Estimate 50 Hours	50.00	HR	20.00	HR	1,000.00
Technology						
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00	EA	100.00	EVT	100.00
Technology Attendant	Estimate 2 Hours	2.00	EA	40.00	EA	80.00
Outside Services						
Emergency Medical Services	11/18/2016 07:00 AM - 10:30 PM	2.00	EA	20.00	HR	620.00
Emergency Medical Services	11/19/2016 07:00 AM - 10:30 PM	2.00	EA	20.00	HR	620.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50	HR	263.00	HR	394.50
Total:						10,894.50

Summary

Facility Rental Total	\$9,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$15,424.50
Refundable Deposit	\$1,500.00
Grand Total:	\$26,174.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/17/2016	\$1,000.00
Second Payment	07/18/2016	\$6,294.50
Third Payment	08/17/2016	\$6,293.50
Fourth Payment	09/16/2016	\$6,293.50
Fifth Payment	10/17/2016	\$6,293.00
Total:		\$26,174.50
Payment Total:		\$26,174.50

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.

AMENDMENTS

Any changes to this agreement will be outlined in an amendment to be signed and executed by Renter and OCFEC.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC.

CANOPIES

Canopies and tents are not permitted inside buildings per the State Fire Marshal.

EXHIBIT A

Event Information

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

PROPANE

Propane heaters are not allowed inside the buildings or breezeways. All propane equipment must be located at least twenty (20) feet from any venue building or structure.

SECURITY

A Security Provider Form must be submitted to OCFEC for review/approval prior to using any outside security company.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Junior League of Orange County, California, Inc. must comply with request.

SPECTRA BUYOUT

Junior League of Orange County, California, Inc. agrees to pay a \$625.00 per day food and beverage buyout to Spectra. A payment total of \$1,250.00 for two (2) event days must be paid to Spectra by no later than November 2, 2016.

SPECTRA LIQUOR LICENSE

Junior League of Orange County, California, Inc. will submit a letter requesting that Spectra relinquish their liquor license in the Courtyard and Huntington Beach Building during period of The Christmas Company event. Junior League of Orange County, California, Inc. must provide request letter by no later than September 16, 2016 to allow Spectra adequate time to complete the relinquishment process.

By _____ Date: _____
Title: **Becky Mandich, President**

By _____ Date: _____
Title: **Michele A. Richards, V.P. Business Development**

By _____ Date: _____
Title: **Juan Quintero, Spectra General Manager**

REVIEWED _____

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Put On The BRAKES 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

September 9 - 11, 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:

B.R.A.K.E.S. Teen Pro-Active Driving School

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$5,870.00

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, 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.

Put On The BRAKES Inc
7140 Weddington Road Northwest, Suite 120
Concord, NC 28027

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

By _____ Date: _____

By _____ Date: _____

Title: Matt Reilly, Director of Operations

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	B.R.A.K.E.S. Teen Pro-Active Driving School	Contract No:	R-132-16
Contact Person:	Matt Reilly	Phone:	(704) 650-5143
Event Dates:	09/10/2016 - 09/11/2016	Hours:	Saturday: 8:00 AM - 5:00 PM Sunday: 8:00 AM - 5:00 PM

Admission: Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot G	09/09/2016 08:00 AM - 05:00 PM	Move In	900.00
Saturday			
Parking Lot G	09/10/2016 08:00 AM - 05:00 PM	Event	1,800.00
Sunday			
Parking Lot G	09/11/2016 08:00 AM - 05:00 PM	Event	1,800.00

-Move out must be completed by 11:59 PM on Sunday - September 11, 2016 to avoid additional charges. Total: 4,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	TBD	TBD EA	18.00 EA	TBD
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	09/10/2016 - 09/11/2016	1.00 EA	75.00 EA/DAY	150.00
Yellow Bollard	TBD	TBD EA	15.00 EA	TBD
Total:				150.00

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 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	TBD	TBD HR	20.00 HR	TBD
Event Day				
Janitorial Attendant	09/10/2016 TBD	TBD HR	20.00 HR	TBD
Janitorial Attendant	09/11/2016 TBD	TBD HR	20.00 HR	TBD
Clean Up				
Grounds Attendant	Estimate 12 Hours	12.00 HR	20.00 HR	240.00
Janitorial Attendant	TBD	TBD HR	20.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	09/10/2016 Estimate 4 Hours	1.00 EA	40.00 HR	160.00
Event Coordinator	09/11/2016 Estimate 4 Hours	1.00 EA	40.00 HR	160.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Total:				720.00

Summary

Facility Rental Total	\$4,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$870.00
Refundable Deposit	\$500.00

Grand Total: \$5,870.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/19/2016	\$5,870.00
Total:		\$5,870.00
Payment Total:		\$5,870.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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.

PUT ON THE BRAKES INC AGREES:

- 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 Parking Lot G and/or of OCFEC property will be itemized and invoiced.
- 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 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.

PORT-O-POTTIES

Port-o-potties will be brought in by promoter for public use.

REVIEWED_____

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **Newport Mesa Unified School District** 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 5, 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:

NMUSD College & Career Night

- 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 = \$5,600.00
Payment = \$8,619.00

- 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.

Newport Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

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

By_____ Date: _____

By_____ Date: _____

Title: Russell Lee-Sung, Associate Superintendent, Chief Academic Officer

Title: Michele Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	NMUSD College & Career Night	Contract No:	R-133-16
Contact Person:	Peggy Webster	Phone:	(714) 424-5044
Event Dates:	10/05/2016	Hours:	6:30 PM - 9:00 PM

Vehicle Parking Fee: In-Kind Trade (*See Summary*) **Projected Attendance:** 3,000

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)	10/05/2016 06:30 PM - 09:00 PM	Move In/Event	4,100.00
Santa Ana Pavilion (Parade of Products)	10/05/2016 06:30 PM - 09:00 PM	Move In/Event	1,700.00

-Move out must be completed by 11:59 PM on Wednesday - October 5, 2016 to avoid additional charges. Total: 5,800.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	09/29/2016 - 10/05/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	10/05/2016	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit	TBD	TBD EA	150.00 EA	TBD
Total:				861.00

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 HR	30.00 HR	90.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	20.00 HR	60.00
Event Day				
Grounds Attendant Lead	10/05/2016 4:00 PM - 09:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/05/2016 5:30 PM - 09:00 PM	1.00 EA	20.00 HR	70.00
Janitorial Attendant	10/05/2016 4:00 PM - 09:00 PM	2.00 EA	20.00 HR	200.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
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
<u>Event Sales & Services</u>				
Event Coordinator	10/05/2016 5:30 PM - 09:00 PM	1.00 EA	40.00 HR	140.00
Total:				940.00

Summary

OCFEC In-Kind Trade

Vehicle Parking Fee \$5,600.00

***In-Kind Trade Grand Total: \$5,600.00**

Newport Mesa Unified School District

Facility Rental Total	\$5,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,819.00
Refundable Deposit	\$1,000.00

Newport Mesa Unified School District Grand Total: \$8,619.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/06/2016	\$1,000.00
Fourth Payment	09/05/2016	\$2,539.50
	Total:	\$8,619.00
	Payment Total:	\$8,619.00

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.

OCFEC IN-KIND TRADE

Vehicle Parking In-Kind Trade Total: \$5,600.00

Per Parking Lot Trade agreement between OC Fair & Event Center and NMUSD, OCFEC to provide parking at no charge for 700 vehicles. The In-Kind Trade value is \$5,600.00.

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 September 14, 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 **StyleCon** 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 4 - 5, 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:

StyleCon Convention (Beauty and Fashion)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$13,394.50

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, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

StyleCon
227 Poinsettia Avenue
Corona Del Mar, CA 92625

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

By _____ Date: _____

By _____ Date: _____

Title: Irene Martino, Vice President

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	StyleCon Convention (Beauty and Fashion)	Contract No:	R-135-16
Contact Person:	Irene Martino	Phone:	(949) 500-4818
Event Date:	11/05/2016	Hours:	10:00 AM - 4:00 PM

Admission Price: Adult: \$39.00

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	11/04/2016 07:00 AM - 06:00 PM	Move In	1,650.00
Saturday			
The Hangar	11/05/2016 10:00 AM - 04:00 PM	Event	3,300.00
-Move out must be completed by 11:59 PM on Saturday - November 5, 2016 to avoid additional charges.			Total: 4,950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	Estimate 1	1.00 EA	125.00 EA/DAY	125.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair (<i>Individual</i>)	Estimate 4	4.00 EA	2.50 EA	10.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Folding Table	Estimate 1	1.00 EA	15.00 EA	15.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Hang Tag - 1 Day	Estimate 100	100.00 EA	4.00 EA	400.00
LED Lights	TBD	TBD EA	20.00 EA	TBD
Man Lift (<i>Banners</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	10/30/2016 - 11/05/2016	1.00 WK	450.00 WK	Included
Portable Electronic Message Board	11/05/2016	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	11/05/2016	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit	TBD	TBD EA	250.00 EA	TBD
Wireless Internet Router	Estimate 1	1.00 EA	75.00 EVT	75.00
			Total:	2,775.00

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 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 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	11/05/2016 09:00 AM - 04:30 PM	1.00 EA	30.00 HR	225.00
Grounds Attendant	11/05/2016 09:00 AM - 04:30 PM	1.00 EA	20.00 HR	150.00
Janitorial Attendant	11/05/2016 09:00 AM - 04:30 PM	2.00 EA	20.00 HR	300.00
Clean 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 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
<u>Event Sales & Services</u>				
Event Coordinator	11/05/2016 09:00 AM - 04:30 PM	1.00 EA	40.00 HR	300.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 24 Hours	24.00 HR	20.00 HR	480.00

EXHIBIT A

Event Information

Safety & Security

Security Attendant - Overnight	11/04/2016 06:00 PM - 11/05/2016 08:00 AM	1.00 EA	20.00 HR	280.00
Security Attendant	11/05/2016 09:30 AM - 04:30 PM	4.00 EA	20.00 HR	560.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
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Total: 4,169.50

Summary

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,944.50
Refundable Deposit	\$1,500.00

Grand Total: \$13,394.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (<i>25% of Facility Fee</i>)	Upon Signing	\$1,237.50
Second Payment	07/05/2016	\$4,052.50
Third Payment	08/04/2016	\$4,052.50
Fourth Payment	10/04/2016	\$4,052.00

Total: \$13,394.50

Payment Total: \$13,394.50

Please Remit Payment in *Check or Credit Card Only*

**** Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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.

BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC.

HEALTH DEPARTMENT

StyleCon has agreed to be the Health Department coordinator for all food and beverage vendors.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

StyleCon agrees to pay \$175.00 per food truck to Spectra by no later than October 31, 2016. A complete food & beverage vendor list must be provided to Spectra with submittal of associated 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.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, StyleCon must comply with request.

REVIEWED _____

DATE May 11, 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 Mesa Unified School District** 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

July 01, 2016 - August 26, 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:

NMUSD - Costa Mesa High School Parking Lot

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

See Exhibit "A"

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 Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626

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

By _____ Date: _____

By _____ Date: _____

Title: Paul H. Reed, Deputy Superintendent & CBO

Title: Michele A. Richards, V.P. Business Development

EXHIBIT "A"

Event Name:	Newport Mesa Unified School District	Contract No:	R-137-16
Contact Person:	Tim Marsh, Administrative Director	Phone:	(714) 424-7527
Event Dates:	07/01/2016 - 08/26/2016	Hours:	Various

OCFEC AGREES TO PROVIDE:

- Parking staff to effectively manage and operate paid parking operation at Costa Mesa High School (CMHS).
- Adequate staffing to maintain parking lots in clean and safe working order.
- Proof of insurance by July 1, 2016.
- Open book account of all parking revenue activity.
- Open book account of all expenses.
- Equitable 50/50 split of revenue net of expenses.
- Payment of NMUSD share of revenue up to \$90,000.00 if realized, to two (2) separate entities, 50% to Estancia High School Associated Student Body, and 50% to Costa Mesa High School Associated Student Body. NMUSD share of revenue that exceeds the \$90,000.00 threshold will be paid directly to NMUSD.
- Notification to NMUSD of any accident that takes place in CMHS parking lots during term of this agreement.
- Removal of any and all equipment, materials and vehicles from CMHS parking lot(s) no later than one (1) week after conclusion of the 2016 OC Fair.

Note – OCFEC has completed revenue projections and expense analyses. Based upon conservative activity estimates, shared revenue (net of expenses) could range from \$60,000 to \$100,000.

NMUSD AGREES TO PROVIDE:

- Costa Mesa High School Parking lot(s) in clean and safe condition.
- Proof of insurance by July 1, 2016.
- Parking passes to Costa Mesa High School employees that are required to work at CMHS during term of this agreement.

REVIEWED_____

DATE September 14, 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 **Los Amigos Reunion 2016** 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 20 - 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:

Los Amigos Reunion 2016

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$4,948.00

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.

**Los Amigos Reunion 2016
117 Sea Country Lane
Rancho Santa Margarita, CA 92688**

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

By _____ Date: _____

By _____ Date: _____

Title: John Reed, President

Title: Michele A. Richards, V.P. Business Development



R_____

A_____

AMENDMENT TO LOS AMIGOS REUNION 2016
(August 2016)

DATE: September 14, 2016

RENTAL AGREEMENT: R-139-16 AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITION TO EXHIBIT A: FACILITY RENTAL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Plaza Pacifica Lobby	08/20/2016 09:00 AM - 08/21/2016 01:00 AM	Move In/Event	975.00
Total:			975.00

Summary

Original Rental Agreement Facility Fee Grand Total	\$1,400.00
Revised Rental Agreement Facility Fee Grand Total	\$2,375.00
Original Rental Agreement Estimated Equipment, Reimbursable Personnel and Services Grand Total	\$3,348.00
Refundable Deposit	\$200.00
Grand Total:	\$5,923.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID	\$4,948.00
Second Payment	08/17/2016	\$975.00
Total Due:		\$975.00
Payment Total:		\$975.00

Please Remit Payment in *Check Only*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

*****ALL PAYMENTS ARE NON-REFUNDABLE*****

Los Amigos Reunion 2016
117 Sea Country Lane
Rancho Santa Margarita, CA 92688

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

By _____ Date: _____
Title: John Reed, President

By _____ Date: _____
Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Los Amigos Reunion 2016	Contract No: R-139-16
Contact Person: John Reed	Phone: (949) 689-6677
Event Date: 08/20/2016	Hours: 6:00 PM - 1:00 AM

Admission Price: Private Event (<i>No Fee</i>)	Projected Attendance: 700
Vehicle Parking Fee: \$8.00 General Parking	

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Plaza Pacifica	08/20/2016 09:00 AM - 08/21/2016 01:00 AM	Move In/Event	1,400.00
Sunday			
Plaza Pacifica	08/21/2016 01:00 AM - 11:59 AM	Move Out	No Charge
-Move out must be completed by 11:59 AM on Sunday - August 21, 2016 to avoid additional charges.			Total: 1,400.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (<i>Plastic</i>)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (<i>Round</i>)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	08/20/2016	1.00 EA	75.00 EA/DAY	75.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Total:				713.00

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 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
Event Day				
Grounds Attendant Lead	08/20/2016 05:00 PM - 08/21/2016 01:00 AM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/20/2016 05:00 PM - 08/21/2016 01:00 AM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	08/20/2016 05:00 PM - 08/21/2016 01:00 AM	2.00 EA	20.00 HR	320.00
Electrician	TBD	TBD HR	50.00 HR	TBD
Clean Up				
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	08/20/2016 05:00 PM - 08/21/2016 01:00 AM	1.00 EA	40.00 HR	320.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
<u>Safety & Security</u>				
Security Attendant	08/20/2016 05:30 PM - 08/21/2016 01:30 AM	4.00 EA	20.00 HR	640.00
<u>Technology</u>				
Technology Attendant (<i>Sound Monitor</i>)	08/20/2016 05:00 PM - 08/21/2016 10:00 PM	1.00 EA	40.00 HR	160.00
<u>Insurance</u>				
S.E.L.I. Insurance	08/20/2016 - 08/21/2016	1.00 DAY	95.00 DAY	95.00
<i>(Includes coverage for Move-in/Move-out period listed on Rental Agreement)</i>				

EXHIBIT A

Event Information

Total: 2,635.00

Summary

Facility Rental Total	\$1,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,348.00
Refundable Deposit	\$200.00
Grand Total:	\$4,948.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/10/2016	\$4,948.00
Total:		\$4,948.00
Payment Total:		\$4,948.00

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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.

ALCOHOL

Alcohol brought on the grounds by attendees or show personnel is strictly prohibited. The OCFEC Master Concessionaire shall only serve alcoholic beverages on the OCFEC property.

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. Sound Monitor must be on site for sound check and all music performances. **All outdoor amplified music/sound must end by 10:00 PM on Saturday. Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Los Amigos Reunion 2016 must comply with request. Plaza Pacifica Lobby doors must remain closed after 10:00 PM to contain sound.**

REVIEWED_____

DATE **September 14, 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 **Bentley Systems, 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

July 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:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Bentley Systems, Inc. at the Club OC

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$598.00

5. Please see Exhibits "A" "B" "C" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Bentley Systems, Inc.
1065 North Pacific Center Drive, Suite 450
Anaheim, CA 92806

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

By_____Date:_____

By_____Date:_____

Title: Shalamar Hübner, Executive Administrator

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Bentley Systems, Inc. at the Club OC	Contract No:	R-140-16
Contact Person:	Shalamar Hübner	Phone:	(949) 500-8712
Event Date:	07/30/2016	Hours:	5:00 PM - 7:00 PM

Admission Price: Group Order purchased through Tandem

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 60

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Group Event Area	07/30/2016 04:00 PM - 05:00 PM	Move In	Included
Club OC Group Event Area	07/30/2016 05:00 PM - 07:00 PM	Event	500.00
Club OC Group Event Area	07/30/2016 07:00 PM - 08:00 PM	Move Out	Included

Note: Fair opens at 10:00 AM

-Move out must be completed by 8:00 PM on Saturday - July 30, 2016

Total: 500.00

Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Event Operations				
Grounds Attendant (<i>Post Event Cleanup</i>)	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Catering Order (see Exhibit C)				
Spectra to Provide – Pay Direct to Spectra		60.00 EA	TBD Spectra	Spectra
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)		TBD DAY	95.00 DAY	TBD
Total:				98.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$98.00
Grand Total:	\$598.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	06/30/2016	\$598.00
Total:		\$598.00
Payment Total:		\$598.00

Please Remit Payment in *Check*

****ALL PAYMENTS ARE NON-REFUNDABLE****

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 **September 14, 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 **Kia Motors America** 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

July 23, 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:

Kia Motors America at the Club OC

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$12,432.00

5. Please see Exhibits "A" "B" "C" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

**Kia Motors America
111 Peters Canyon Road
Irvine, CA 92606**

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

By_____Date:_____

By_____Date:_____

**Title: Greg Georgianni, Executive Director, HR
Corporate Facilities and Administration**

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Kia Motors America at the Club OC	Contract No: R-141-16
Contact Person: Hazel Fernandez	Phone: (949) 468-4578
Event Date: 07/23/2016	Hours: 11:30 AM - 2:00 PM

Admission Price: Group Order purchased through Tandem

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 425

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Club OC Group Event Area	07/23/2016 10:30 AM - 11:30 AM	Move In	Included
Club OC Group Event Area	07/23/2016 11:30 AM - 02:00 PM	Event	500.00
Club OC Group Event Area	07/23/2016 02:00 PM - 03:00 PM	Move Out	Included

Note: Fair opens at 10:00 AM

-Move out must be completed by 3:00 PM on Saturday - July 23, 2016

Total: 500.00

Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Event Operations				
Grounds Attendant (<i>Post Event Cleanup</i>)	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Group Tickets (see Exhibit B)				
General Admission Ticket		109.00 EA	9.00 EA	981.00
Youth General Admission Ticket		10.00 EA	4.00 EA	40.00
Carnival Ride Wristband		200.00 EA	22.50 EA	4,500.00
Pre-Paid Parking Pass		200.00 EA	10.00 EA	2,000.00
Circo Ma'Ceo Show	07/23/2016 05:30 PM	350.00 EA	12.00 EA	4,200.00
Catering Order (see Exhibit C)				
Spectra to Provide – Pay Direct to Spectra		130.00 EA	TBD Spectra	Spectra
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	07/23/2016	1.00 DAY	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 3:00 PM on Saturday - July 23, 2016.</i>				
Total:				11,932.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$11,932.00
Grand Total:	\$12,432.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	07/08/2016	\$12,432.00
Total:		\$12,432.00
Payment Total:		\$12,432.00

Please Remit Payment in *Check*

****ALL PAYMENTS ARE NON-REFUNDABLE****

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 **September 14, 2016**

FAIRTIME XX

INTERIM

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Mesa Management, 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 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:

Mesa Management, Inc.

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$616.00

5. Please see Exhibits "A" "B" "C" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Mesa Management, Inc.
1451 Quail Street, Suite 201
Newport Beach, CA 92660

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

By _____ Date: _____

By _____ Date: _____

Title: Donna Radack, Director of Human Resources

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Mesa Management, Inc.	Contract No:	R-142-16
Contact Person:	Beverly Nimo	Phone:	(949) 851-0995
Event Date:	08/12/2016	Hours:	6:00 PM - 8:00 PM

Admission Price: Group Order purchased through Tandem

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 145

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Group Event Area	08/12/2016 05:00 PM - 06:00 PM	Move In	Included
Club OC Group Event Area	08/12/2016 06:00 PM - 08:00 PM	Event	500.00
Club OC Group Event Area	08/12/2016 08:00 PM - 09:00 PM	Move Out	Included

Note: Fair opens at 12:00 PM

-Move out must be completed by 9:00 PM on Friday - August 12, 2016

Total: 500.00

Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Event Operations				
Grounds Attendant (<i>Post Event Cleanup</i>)	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Catering Order (see Exhibit C)				
Spectra to Provide – Pay Direct to Spectra		145.00 EA	TBD Spectra	Spectra
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)		TBD DAY	95.00 DAY	TBD
Total:				116.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$116.00
Grand Total:	\$616.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	08/10/2016	\$616.00
Total:		\$616.00
Payment Total:		\$616.00

Please Remit Payment in *Check*

****ALL PAYMENTS ARE NON-REFUNDABLE****

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 _____

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **South Coast Air Quality Management District** 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 14 - 15, 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:

Electric Lawn Mower Exchange Program

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$5,320.00

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, 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 it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any permits issued to Rentor or its 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 it 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.

**South Coast Air Quality Management District
21865 Copely Drive
Diamond Bar, CA 91765**

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

By _____ Date: _____

By _____ Date: _____

**Title: Matt Miyasato, Deputy Executive Officer,
Science & Technology Advancement**

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Electric Lawn Mower Exchange Program	Contract No:	R-144-16
Contact Person:	Lourdes Cordova Martinez	Phone:	(909) 720-7273
Event Dates:	10/15/2016	Hours:	7:00 AM - 12:00 PM

Admission: Private Event (<i>Registered Attendees Only</i>)	Projected Attendance: 450
Vehicle Parking Fee: No Charge	

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot D	10/14/2016 12:00 PM - 04:00 PM	Move In	900.00
Saturday			
Parking Lot D	10/15/2016 07:00 AM - 12:00 PM	Event	1,800.00
-Move out must be completed by 11:59 PM on Saturday - October 15, 2016 to avoid additional charges.			Total: 2,700.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Portable Electronic Message Board	10/15/2016	2.00 EA	75.00 EA/DAY	150.00

-Any requests for equipment not listed on this agreement will result in additional charges. Total: 200.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Event Day				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Event Sales & Services				
Event Coordinator	10/15/2016 06:00 AM - 12:00 PM	1.00 EA	40.00 HR	240.00
Parking				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 6 Hours	6.00 HR	20.00 HR	120.00
Safety & Security				
Overnight Security Attendant	10/14/2016 04:00 PM - 10/15/2016 06:00 PM	1.00 EA	20.00 HR	280.00
Total:				880.00

-Any requests for personnel not listed on this agreement will result in additional charges.

Summary

Facility Rental Total	\$2,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,120.00
Refundable Deposit	\$1,500.00
Grand Total:	\$5,320.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (<i>25% of Facility Fee</i>)	08/15/2016	\$675.00
Second Payment	09/15/2016	\$4,645.00
Total:		\$5,320.00
Payment Total:		\$5,320.00

EXHIBIT A

Event Information

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****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.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT AGREES:

- 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 Parking Lot D and/or of OCFEC property will be itemized and invoiced.
- To limit speeds to 35 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 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 **September 14, 2016**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The OC Marathon** 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 7, 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:

OC Fair Fun Run

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

See Facility Rental Fee

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.

**The OC Marathon
4500 Campus Drive, Suite 570
Newport Beach, CA 92660**

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

By _____

By _____

Title: Gary Kutscher, Chief Executive Officer

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: OC Fair Fun Run **Contract No:** R-147-16
Contact Person: Gary Kutscher **Phone:** (714) 330-8048
Event Date: 08/07/2016 **Hours:** Race Hours: 8:00 AM - 9:30 AM

Projected Attendance: 2,500- 3,000

Vehicle Parking Fee: It has been mutually agreed that there will be free parking for OC Marathon Attendees, Volunteers and Staff on morning of event until daily OC Fair parking sales commence.

Admissions: Fun Run participants will be allowed to remain inside the OC Fair after conclusion of the race. Each will be provided one (1) general admission ticket in the race goodie bag for return admission to the OC Fair any day through August 14, 2016.

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
OC Fair Fun Run Route	08/07/2016 05:00 AM - 11:00 AM	Event	*See Facility Rental Fee
		Total:	*See Facility Rental Fee

***Facility Rental Fee:**

It has been mutually agreed that OCFEC (District) will receive fifty percent (50%) of any net revenue (registration fees minus expenses) from OC Marathon. OC Marathon will provide OCFEC (District) with any and all registration reports whether from Active.com or any other source. Registration reports will serve as OCFEC (District) documentation necessary to reconcile fifty percent (50%) of any net revenue. These reports are due to OCFEC (District) by no later than Friday, August 26, 2016.

- **Event Details:**
 - OC Marathon and OCFEC (District) will co-produce and market the OC Fair Fun Run.
 - Event name and OC Fair Fun Run logo is the exclusive property of OCFEC (District).
 - Estimated attendance is 1,500 - 3,000 participants.
 - OC Marathon and OCFEC (District) will split net proceeds derived from the event.
 - Soft costs such as salaried staff time will not be charged against the event by either OC Marathon or OCFEC (District).
- **OC Fair and Event Center Agrees to:**
 - Provide access to the facility on event day from approximately 5:00 AM to 11:00 AM.
 - Incorporate four (4) "Detours of Fun" into the race route including the Giant Slide, two (2) RCS games and a photo opportunity on the Pacific Amphitheatre stage, and to work with OCFEC's carnival contractor to provide prizes for game participants.
 - Grant participants access to the OC Fair at conclusion of the race, and provide one General Admission ticket to each PAID participant for a return visit to the 2016 OC Fair.
 - Provide free parking to attendees, volunteers and staff of OC Marathon on morning of the event until daily OC Fair parking sales commence. No fees shall be charged for vehicles remaining in parking lot after OC Fair opens.
- **OC Marathon agrees to:**
 - Abide by all applicable rules and regulations in the 2016 Commercial Space and Concessions Program Handbook (https://www.ocfair.com/ocf2/event_planning/Docs/2016-CC-Rules-Regulations-Handbook.pdf)
 - Provide OCFEC (District) with a signed original Certificate of Insurance that conforms to insurance requirements outlined on pages 21-23 of the 2016 Commercial Space and Concessions Program Handbook.
 - Use the same race route as used in 2015. Any changes to the route must receive OCFEC (District) approval prior to date of the race.
 - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
 - Work with OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by OCFEC (District) prior to release.
 - Submit a financial report representing actual revenues and expenses to OCFEC (District) by no later than Friday, August 26, 2016. Report shall be supported with proper expense invoices, receipts and registration

EXHIBIT A

Event Information

reports from Active.com or any other utilized source. Report is subject to audit by OCFEC (District), and shall serve as the reconciliation and settlement document between OC Marathon and OCFEC (District). Payment shall be remitted to OCFEC (District) within sixty (60) days of event.

- Rent all equipment needed to execute a 5K race, and not use OCFEC (District) equipment. If OCFEC (District) equipment is needed, published rental rates will be charged to event and recapped in the settlement.
- Race fees shall be as follows:
 - Pre-Sale (first 96 hours): \$25 for adults, \$15 for children, \$5 for ages 5 and under
 - Pre-Sale (through June 22): \$30 for adults and \$20 for children, \$5 for ages 5 and under
 - Pre-Sale (June 23 through July 12): \$35 for adults and \$20 for children, \$5 for ages 5 and under
 - Pre-Sale (July 13 through July 31): \$40 for adults and \$25 for children, \$10 for ages 5 and under
 - August 1 through day of race: \$45 for adults and \$25 for children, \$10 for ages 5 and under
 - Day of Race: \$45 for adults and \$35 for children
 - Children under 5 years of age are free
 - All participants to be provided a commemorative finisher's medal, and each PAID entry to be provided an event t-shirt.

Summary

Facility Rental Total

*See Facility Rental Fee

Estimated Equipment, Reimbursable Personnel and Services Total

*See Facility Rental Fee

Grand Total: *See Facility Rental Fee

Payment Total: *See Facility Rental Fee

By: _____ Date: _____

Title: Gary Kutscher, Chief Executive Officer

By: _____ Date: _____

Title: Michele Richards, V.P. Business Development

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.

REVIEWED _____

DATE September 14, 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 **Malibu Kennel Club** 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 - 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:

Malibu Kennel Club - The Holiday Classic Dog Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$31,590.50

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.

**Malibu Kennel Club
2222 Malcolm Avenue
Los Angeles, CA 90064**

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

By _____ Date: _____

By _____ Date: _____

Title: Dana Pearl, Promoter

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Malibu Kennel Club - The Holiday Classic Dog Show	Contract No: R-150-16
Contact Person: Dana Pearl	Phone No: (760) 451-9353
Event Dates: 12/08/2016 - 12/12/2016	Hours: Sunday: 8:00 AM - 5:00 PM Monday: 8:00 AM - 5:00 PM

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>
Thursday			
Anaheim Building (#16)	12/08/2016 08:00 AM - 10:00 PM	Move In	500.00
Huntington Beach Building (#12)	12/08/2016 08:00 AM - 10:00 PM	Move In	775.00
Los Alamitos Building (#14)	12/08/2016 08:00 AM - 10:00 PM	Move In	675.00
Sunday			
Anaheim Building (#16)	12/11/2016 08:00 AM - 05:00 PM	Event	2,000.00
Huntington Beach Building (#12)	12/11/2016 08:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	12/11/2016 08:00 AM - 05:00 PM	Event	2,700.00
Monday			
Anaheim Building (#16)	12/12/2016 08:00 AM - 05:00 PM	Event	2,000.00
Huntington Beach Building (#12)	12/12/2016 08:00 AM - 05:00 PM	Event	3,100.00
Los Alamitos Building (#14)	12/12/2016 08:00 AM - 05:00 PM	Event	2,700.00
Tuesday			
Anaheim Building (#16)	12/13/2016 06:00 AM - 09:00 AM	Move Out	No Charge
Huntington Beach Building (#12)	12/13/2016 06:00 AM - 09:00 AM	Move Out	No Charge
Los Alamitos Building (#14)	12/13/2016 06:00 AM - 09:00 AM	Move Out	No Charge

- Move out must be completed by 9:00 AM on Tuesday - December 13, 2016 to avoid additional charges. Total: 17,550.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Camping - Event Days	TBD	TBD NIGHT	30.00 NIGHT	TBD
Camping - Pre/Post Event Days	TBD	TBD NIGHT	35.00 NIGHT	TBD
Dumpster	Estimate 27	27.00 EA	18.00 EA	486.00
Electrical Splitter Box <i>(Includes Camping)</i>	Estimate 20	20.00 EA	55.00 EA	1,100.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Hang Tag - 4 Day	TBD	TBD EA	16.00 EA	TBD
Marquee Board	12/03/2016 - 12/12/2016	9.00 DAY	64.29 DAY	Included
<i>(9 Consecutive Days - Shared with Shoreline Dog Fanciers Association)</i>				
Portable Electronic Message Board	12/11/2016 - 12/12/2016	2.00 EA	75.00 EA/DAY	300.00
Portable Public Address System	TBD	TBD EA	120.00 EA/DAY	TBD
Public Address System <i>(Per Building)</i>	12/11/2016 - 12/12/2016	3.00 EA	75.00 EA/DAY	450.00
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Sweeper <i>(In-House)</i>	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Total:				4,161.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
Event Days				
Grounds Attendant Lead	12/11/2016 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/11/2016 07:00 AM - 05:00 PM	4.00 EA	20.00 HR	800.00
Janitorial Attendant	12/11/2016 07:00 AM - 05:00 PM	7.00 EA	20.00 HR	1,400.00
Grounds Attendant Lead	12/12/2016 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/12/2016 07:00 AM - 05:00 PM	4.00 EA	20.00 HR	800.00
Janitorial Attendant	12/12/2016 07:00 AM - 05:00 PM	7.00 EA	20.00 HR	1,400.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant	Estimate 14 Hours	14.00 HR	20.00 HR	280.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00

Event Sales & Services

Event Coordinator	12/11/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	12/12/2016 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00

Parking

Parking Attendant Lead	12/08/2016 04:30 PM - 10:00 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	12/08/2016 04:30 PM - 10:00 PM	3.00 EA	20.00 HR	330.00

Safety & Security

Security Attendant - Overnight	12/08/2016 09:00 PM - 12/09/2016 06:30 AM <i>(4.75 Hours Charged to Shoreline Dog Fanciers)</i>	1.00 EA	20.00 HR	95.00
Security Attendant - Overnight	12/10/2016 11:45 PM - 12/11/2016 06:30 AM	1.00 EA	20.00 HR	135.00
Security Attendant - Overnight	12/11/2016 05:00 PM - 12/12/2016 06:30 AM	1.00 EA	20.00 HR	270.00

Technology

Technology Attendant	Flat Fee <i>(Audio Configuration)</i> <i>(1/2 Share Charged to Shoreline Dog Fanciers)</i>	0.50 EA	100.00 EVT	50.00
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Outside Services

State Fire Marshal	Estimate Only <i>(Plan Review and/or Site Inspection)</i>	1.50 HR	263.00 HR	394.50
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Total: 8,379.50

Summary

Facility Rental Total	\$17,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,540.50
Refundable Deposit	\$1,500.00
Grand Total:	\$31,590.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/08/2016	\$1,000.00
Second Payment	09/08/2016	\$10,197.00
Third Payment	10/07/2016	\$10,196.75
Fourth Payment	11/08/2016	\$10,196.75
Total:		\$31,590.50
Payment Total:		\$31,590.50

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.

CAMPING

Malibu Kennel Club to submit itemized list detailing number of camper units/days on grounds. List is to be submitted to OCFEC by no later than December 14, 2016. Payment due by December 21, 2016.

REVIEWED _____

DATE **September 14, 2016**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Golden Star Technology** 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 7, 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:

Golden Star Technology

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$2,121.00

5. Please see Exhibits "A" "B" "C" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Golden Star Technology
12881 166th Street
Cerritos, CA 90703

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

By _____ Date: _____

By _____ Date: _____

Title: Ruby Rodriguez, Office Clerk/Administrator

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Golden Star Technology	Contract No: R-153-16
Contact Person: Ruby Rodriguez	Phone: (562) 345-8751
Event Date: 08/07/2016	Hours: 12:00 PM - 2:00 PM

Admission Price: Group Order purchased through Tandem

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 175

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Business Development Area	08/07/2016 11:00 AM - 12:00 PM	Move In	Included
Business Development Area	08/07/2016 12:00 PM - 02:00 PM	Event	500.00
Business Development Area	08/07/2016 02:00 PM - 03:00 PM	Move Out	Included

Note: Fair opens at 10:00 AM

-Move out must be completed by 3:00 PM on Sunday - August 7, 2016

Total: 500.00

Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
<u>Event Operations</u>				
Grounds Attendant (<i>Post Event Cleanup</i>)	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
<u>Group Tickets (see Exhibit B)</u>				
General Admission Ticket		150.00 EA	9.00 EA	1,350.00
Youth Admission Ticket		15.00 EA	4.00 EA	60.00
<u>Catering Order (see Exhibit C)</u>				
Spectra to Provide – Pay Direct to Spectra		175.00 EA	TBD Spectra	Spectra
<u>Insurance (see Exhibit D)</u>				
Special Event Liability Insurance (S.E.L.I.)		1.00 DAY	95.00 DAY	95.00
Total:				1,621.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$1,621.00
Grand Total:	\$2,121.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	07/26/2016	\$2,121.00
Total:		\$2,121.00
Payment Total:		\$2,121.00

Please Remit Payment in *Check*

****ALL PAYMENTS ARE NON-REFUNDABLE****

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 **September 14, 2016**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **TIO, 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

August 4, 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:

Filming for Dating Games

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$5,996.00

5. Please see Exhibits "A" "B" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

**TIO Productions, Inc.
4130 Cahuenga Boulevard
Toluca Lake, CA 91602**

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

By _____ Date: _____

By _____ Date: _____

Title: Daniel Cozza, Production Manager

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Filming for Dating Games	Contract No:	R-154-16
Contact Person:	Daniel Cozza	Phone:	(630) 300-4028
Event Date:	08/04/2016	Hours:	5:30 PM - 11:00 PM
		Projected Attendance:	18

Admission Prices: No charge for ten (10) Single Day Credentials. Additional credentials: \$12.00.

Vehicle Parking Fee: No charge for up to four (4) vehicles, but must enter designated gate. Additional parking passes: \$10.00.

Facility

<u>Facility and/or Area</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Various Locations	08/04/2016 05:30 PM - 11:00 PM	Event	5,000.00

Note: 08/04/2016 Fair Opens at 12:00 PM

-Move out must be completed by 11:59 PM on Thursday - August 4, 2016.

Total: 5,000.00

Estimated Reimbursable Equipment, Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Sales & Services</u>				
Event Coordinator	08/04/2016 05:30 PM - 10:30 PM	1.00 EA	40.00 HR	240.00
<u>Safety & Security</u>				
Security Attendant	08/04/2016 05:30 PM - 11:30 PM	1.00 EA	20.00 HR	120.00
<u>Credentials</u>				
Credentials	Estimate 8	8.00 EA	12.00 EA	96.00
<u>Parking</u>				
Parking Credentials	Estimate 4	4.00 EA	10.00 EA	40.00

-Any requests for credentials, equipment and personnel not listed on this agreement will result in additional charges.

Total: 496.00

Summary

Facility Rental Total	\$5,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$496.00
Refundable Deposit	\$500.00
Grand Total:	\$5,996.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/01/2016	\$5,996.00
	Total:	\$5,996.00
	Payment Total:	\$5,996.00

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

*****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 **September 14, 2016**

FAIRTIME **XX**

INTERIM

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Creative Solutions for Hope** 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 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:

Creative Solutions for Hope

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$938.00

5. Please see Exhibits "A" "B" "C" and "D" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor 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 or guests 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. 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 last below signed.

Creative Solutions for Hope
3152 Redhill Avenue, Suite #100
Costa Mesa, CA 92626

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

By _____ Date: _____

By _____ Date: _____

Title: Melissa Doble, M.A., RBT, Case Supervisor, Therapist Liaison

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name:	Creative Solutions for Hope	Contract No:	R-156-16
Contact Person:	Melissa Doble	Phone:	(323) 430-9587
Event Date:	08/12/2016	Hours:	7:30 PM - 10:00 PM

Admission Price: Group Order purchased through Tandem

Vehicle Parking Fee: \$10.00 General Parking **Projected Attendance:** 30

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Club OC Group Event Area	08/12/2016 07:00 PM - 07:30 PM	Move In	Included
Club OC Group Event Area	08/12/2016 07:30 PM - 10:30 PM	Event	500.00
Club OC Group Event Area	08/12/2016 10:30 PM - 11:00 PM	Move Out	Included

Note: Fair opens at 12:00 PM

-Move out must be completed by 11:00 PM on Friday - August 12, 2016

Total: 500.00

Estimated Fees – Equipment, Reimbursable Personnel, Group Tickets, Catering and Insurance

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Event Operations				
Grounds Attendant (<i>Post Event Cleanup</i>)	Estimated 1 Hour	1.00 HR	20.00 HR	20.00
Janitorial Attendant	Estimated 2 Hours	2.00 HR	20.00 HR	40.00
Group Tickets (see Exhibit B)				
General Admission Ticket	08/12/2016	30.00 EA	10.00 EA	300.00
Catering Order (see Exhibit C)				
Spectra to Provide – Pay Direct to Spectra		30.00 EA	TBD Spectra	Spectra
Insurance (see Exhibit D)				
Special Event Liability Insurance (S.E.L.I.)	08/12/2016	1.00 DAY	60.00 DAY	60.00
Total:				438.00

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel, Group Ticket & Insurance Fees	\$438.00
Grand Total:	\$938.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full Payment	08/10/2016	\$938.00
Total:		\$938.00
Payment Total:		\$938.00

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than thirty (30) days prior to move-in must be a certified or cashier's check.****

*****ALL PAYMENTS ARE NON-REFUNDABLE*****

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 _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** 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

September 25, 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:

Orange County Wine Society - New Member Mixer

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$1,119.00

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 Wine Society
P.O. Box 11059
Costa Mesa, CA 92627**

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

By _____ Date: _____

By _____ Date: _____

Title: Brian McDonald, Director

Title: Michele A. Richards, V.P. Business Development

EXHIBIT A

Event Information

Event Name: Orange County Wine Society - New Member Mixer	Contract No: R-163-16
Contact Person: Brian McDonald	Phone: (714) 372-4955
Event Date: 09/25/2016	Hours: 2:00 PM - 4:30 PM

Admission Prices: Member: TBD Guest: TBD

Vehicle Parking Fee: No Charge for OCWS Members **Projected Attendance:** 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Courtyard	09/25/2016 12:00 PM - 02:00 PM	Move In	No Charge
Courtyard	09/25/2016 02:00 PM - 04:30 PM	Event	275.00

-Move out must be completed by 11:59 PM on Sunday - September 25, 2016 to avoid additional charges. Total: 275.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate 1	1.00 EA	200.00 EVT	200.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Sweeper (<i>In-House</i>)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Total: 404.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	TBD	TBD HR	50.00 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
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

Total: 240.00

Summary

Facility Rental Total	\$275.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$644.00
Refundable Deposit	\$200.00

Grand Total: \$1,119.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/16/2016	\$1,119.00

Total: \$1,119.00

Payment Total: \$1,119.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce 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.

REVIEWED_____

DATE September 14, 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 BK Management 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:

Gyritto

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.

BK Management LLC
13681 Newport Avenue, Suite 8-259
Tustin, CA 92780

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

By_____

By_____

Title: Saloni Bachani

Title: Michele Richards, V.P. Business Development

AGREEMENT: FT-051-16
DATED: September 14, 2016
WITH: Gyritto
PHONE: (949) 878-6611
EMAIL: gyrittotruck@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

REVIEWED _____

DATE September 14, 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 Gourmet Waffles USA 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:

Marcel Waffles

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.

Gourmet Waffles USA
3658 Aspen Village Way #C
Santa Ana, CA 92704

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

By _____ Date: _____

By _____ Date: _____

Title: Craig Rex

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: FT-058-16
DATED: September 14, 2016
WITH: Marcel Waffles
PHONE: (972) 762-8757
EMAIL: gourmetwafflesusa@yahoo.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 - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 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 _____

DATE September 14, 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 Gourmet Food on the Fly LLC dba Curry Wurst Truck of Orange County 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 No. 1 Currywurst Truck of Orange County

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 ofair.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.

Gourmet Food on the Fly LLC dba
Curry Wurst Truck of Orange County
11096 Stonecress Avenue
Fountain Valley, CA 92708

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

By _____ Date: _____

By _____ Date: _____

Title: Alex Hoang

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: FT-059-16
DATED: September 14, 2016
WITH: The No. 1 Currywurst Truck of Orange County
PHONE: (949) 533-5961
EMAIL: oc@currywursttruck.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 - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 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_____

DATE September 14, 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 Curbside PHO 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:

Curbside PHO

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 ofair.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.

Curbside PHO
1473 West Flower Avenue
Fullerton, CA 92833

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

By_____ Date: _____

By_____ Date: _____

Title: Yen Praksathong

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: FT-060-16
DATED: September 14, 2016
WITH: Curbside PHO
PHONE: (714) 865-3432
EMAIL: curbsidepho@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 - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 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 _____

DATE September 14, 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 **Buqqa 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:

Buqqa Gourmet Food 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.

Buqqa LLC
23291 Guinea Street
Lake Forest, CA 92630

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

By _____ Date: _____

By _____ Date: _____

Title: Tunc Elmas

Title: Michele A. Richards, V.P. Business Development

AGREEMENT: FT-061-16
DATED: September 14, 2016
WITH: Buqqa Gourmet Food Truck
PHONE: (949) 748-0741
EMAIL: party@buqqa.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 - 2:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	9:00 AM - 5:00 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



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: September 16, 2016

FROM: Gerardo Mouet, Board Chair

PRESENTATION BY: Gerardo Mouet, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To ensure compliance with the Bagley-Kee ne Act, Committee reports are only for the purpose of the C ommittee chair, Task Fo rce members or Liaison to provide a verbal update. Should the Boar d want to discuss any Committee work it em not already on the agen da, those would need to be agendized for a future Board meeting.

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 O C Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Master Site Plan Task Force (Director La Belle, Director Ruiz)
- viii. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)
- ix. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)
- x. Agricultural Committee (Chair Mouet, Director Cervantes)



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 9B

SUBJECT: High Profile Event Policies

DATE: September 16, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Review and approve new booking policies for high profile events.

BACKGROUND

As OCFEC continues to grow the year round event business, there is more interest in our venues, specifically the Pacific Amphitheatre, for larger high profile events or larger all grounds events that could have a potential impact in the surrounding neighborhood. Staff has developed some new booking policies which will provide guidelines for managing our facilities as they relate to high profile events as well as ensure we are collaborating with all our partners in the planning process.

Developing these new booking policies was a collaborative effort with OCFEC's staff and the Tenant Liaison Committee as well as other stakeholders, including the City of Costa Mesa.

See attached document – High Profile Event Policies



NEW EVENT POLICY RECOMMENDATION 6/2016

High Profile Events

This policy governs High Profile Events at the OC Fair & Event Center (OCFEC). A High Profile Event is defined as an event that meets one or more of the following criteria, as determined by OCFEC in its sole and absolute discretion:

- The event has the potential to have a significant impact on the surrounding neighborhoods, including but not limited to noise, lighting, traffic congestion, and public safety.
- The complex nature of the event may impede operational event execution including, without limitation, effective crowd control and public safety measures.

In order to allow the OCFEC adequate time to assess and plan for High Profile events, the following policy will be implemented:

1. OCFEC must have at least seven (7) business days notice prior to the High Profile Event to adequately assess and plan the event, and coordinate with all relevant internal operations functions and appropriate external partners. The assessment process will include the same considerations as with all other events, including:
 - a. Available space – Is the desired space available without negatively impacting other users/uses of the property?
 - b. Available dates – Is the desired date(s) available without negatively impacting other users/uses of the property?
 - c. Scope of High Profile Event– Can the event be supported by available infrastructure and operational resources, and is it within the mission and values of OCFEC?
 - d. Competing events – Does the event compete with a similar or like event within the date range designated in the Competing Events Policy?
 - e. Safety concerns – Are there any safety risks and liabilities that may be caused by the event? If so, are such risks manageable?
 - f. Renter experience – What is the event experience desired by Renter?
 - g. Venue references – What is the past experience of the Renter’s event at other venues?
 - h. Bank and financial institutions references – provide three current references.
 - i. Provide three venue references in which renter has held previous events and if possible, references for events similar in size and scope to current event being considered by OCFEC.
 - j. High Profile Event business plan – What is the Renter’s proposed business plan for the event?
 - k. Financial return to OCFEC – What is the proposed net financial gain from the event?

2. Before an OCFEC contract for a High Profile Event is executed, OCFEC staff and CEO, along with Renter's representative(s) if applicable, will meet with area stakeholders including, but not limited to, the Chair and Vice-Chair of the OCFEC Board of Directors, the City of Costa Mesa, the Costa Mesa Police Department, Cal Fire, the OC Sheriff's Department, Orange Coast College, Vanguard University, and the Newport Mesa School District to discuss and assess the potential impact on the surrounding neighborhoods.
3. The Renter is required to pay 100% of the estimated event expenses, including the facility rental, in advance via certified check or wire transfer.
4. A security plan for the High Profile Event will be developed by OCFEC staff in conjunction with area law enforcement. The Renter must approve the security plan, agree and pay in advance the full costs associated with this plan to all appropriate agencies involved in providing services to the event, including OCFEC. Satisfactory payment arrangements must be made directly with the security/third party vendor before an OCFEC contract will be executed.
5. The Renter is required to provide an additional payment in the form of a minimum deposit of 50% of the total estimated event expenses to cover any additional costs that may be incurred as a result of the event. A certified check or credit card is required for this deposit and must be submitted 24 hours prior to the start of the event. If a credit card is presented as payment for this deposit, 50% of the total estimated costs will be charged to the credit card 24 hours prior to the start of the event. Within five business days of the conclusion of the event, OCFEC staff will present the Renter with a final event expense invoice and refund any overages.
6. The Renter may not issue tickets, vouchers or passes to the event (whether paid or complimentary) in excess of the State Fire Marshal's maximum capacity for the venue.
7. Due to the nature of High Profile events and the potential risk for OCFEC and surrounding areas, the Renter must provide a certificate of insurance for an amount not less than \$2 million in general liability coverage per occurrence. Upon concluding a risk assessment, OCFEC in its sole and absolute discretion reserves the right to increase the general liability coverage in an amount determined over the \$2 million minimum requirement.
8. Once the High Profile Event contract is signed, OCFEC will immediately begin communicating through a variety of channels to the public, stakeholders and surrounding neighbors regarding the event.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9C

SUBJECT: 2016 & 2017 Safety & Security

DATE: September 16, 2016

FROM: Ken Karns, VP - Operations

PRESENTATION BY: Ken Karns, VP - Operations

RECOMMENDATION

Information item only.

BACKGROUND

In 2016, management and staff undertook eight new Safety & Security initiatives for the annual OC Fair:

1. Twenty-one magnetometers added to bag checking and wand entrance procedure
2. An all staff orientation and training document
3. Fifteen new emergency training sessions for 185 staff
4. Updated venue emergency and evacuation procedures
5. An organizational emergency phone tree
6. An emergency mass texting system for key personnel and partners
7. An enhanced security staff orientation and training
8. Integration of new First Aid and Armed Security providers

In 2017 management and staff is proposing additional Safety & Security initiatives for the annual OC Fair:

1. Review of entrance gate barrier (K Rails) protocols
2. Additional Magnetometers and staff at entrances
3. Strategic increase of supervision and staffing in vulnerable areas
4. Formal security education and training for department staff, security and traffic
5. Cash handling procedures review
6. OCTA & Shuttle bus evaluation
7. Evaluation of off-site parking and storage
8. OC Sheriff strategic increases and deployment, post fair evaluations



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 9D

SUBJECT: 2016 Annual Fair Sound Mitigation Results

DATE: September 16, 2016

FROM: Ken Karns, VP - Operations

PRESENTATION BY: Jason Jacobsen, Director of Technology & Production

RECOMMENDATION

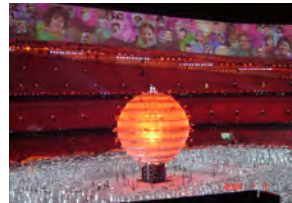
Information item only.

BACKGROUND

In 2015 the OC Fair & Event Center undertook sound mitigation initiatives in the new Pacific Amphitheatre layout along with the rest of the on-grounds entertainment areas with Sound Media Fusion (SMF). All reports indicated full compliance.

In 2016 Jason Jacobsen and Gary Hardsisty, Director – Sound Media Fusion, continued with sound mitigation efforts and ongoing improvements were made. A pre-Fair plan was proposed by SMF, which included adding weather information gathering equipment.

In the attached Executive Summary all reports once again indicate, full compliance during the 2016 OC Fair.



GLOBAL EVENT TECHNOLOGY AND MANAGEMENT

August 16, 2016

Jason Jacobsen
OC Fair and Event Center
88 Fair Drive
Costa Mesa, California 92626

NOISE MITIGATION AND ACOUSTIC DESIGN/OPERATION- EXECUTIVE SUMMARY- FAIR 2016

SMF is very proud to have served as the acoustic, sound design and noise mitigation experts for the 2016 OC Fair season, marking our 13th year of successful contribution.

Refer to the SMF 2016 OC Fair sound mitigation and monitoring plan for details and methodology.

The OC Fair/Pacific Amphitheatre (Pac Amp) 2016 season featured four Pac Amp concerts prior to Fair and 23 events during Fair.

Some 181,000 people attended the shows in Pac Amp.

This year marked the second successful year of use of the SMF designed acoustic systems in Pac Amp (berm, lobby, rear seating area mitigation and others).

We continue to study and improve the Pac Amp mitigation/performance and, this year, we operated at higher sound levels within the venue compared to previous years (as a result of the combination of all we did).

As a result of higher in-venue operating levels, we received fewer challenges from visiting engineers and better venue coverage.

No complaints regarding audio were received from Pac Amp patrons.

This season also featured newly implemented means of acoustic control through electro-acoustic and passive means, utilizing the full features of the new acoustic design within and outside of Pac Amp.

The overall SMF noise masking and energy steering protocols, some of which were used for the first time this year, allowed for a less obtrusive level of overall Fair property noise into housing areas.

On going research by SMF will enable areas such as the ASA to operate with less coherent noise in the housing areas. Some of the methods contemplated will be used for the Fair 2017 season.

SMF will supply a full wrap-up report for our activities this year, at a later date. The detail report will include recommendations for improvement and recommendations for moving forward to Fair 2017.

SMF obtained housing area data, for the purposes of mitigation and on-going study, from:

1. Fixed sound monitoring locations in two primary locations (a third was added during the last week of the Fair). Data was recorded during the entire duration of each Pac Amp concert (with some minor exceptions).
2. Portable monitoring system used at random locations and times.
3. Audio recording in each fixed location, running for the duration of the log times.
4. Fair employees, located in the fixed monitoring areas, hand written logs which included notes detailing local environmental noise contributions.
5. Weather monitor station (this data was helpful this season and will be used as part of our overall, on-going study of our noise mitigation protocol and method).

SMF supplied detailed reports following each show and the reports indicated good compliance at all times. Note that the log data contained in the reports includes, at times, significant environmental noise (planes, cars, baseball games, others), as well as overall Fair ambient noise.

SMF success this season included successful mitigation:

1. No complaints were received from any of the housing areas.
2. Very little noise was heard in the housing areas from the Fair property, including Pac Amp, and all noise was of a low level, non-disturbing character.
3. Very little interference was noted from any one Fair venue to any other Fair venue containing amplified sound.
4. We were in legal compliance in the fixed monitoring locations in the housing areas and in all areas randomly selected via SMF portable monitoring (note that report data includes all contributions including Fair noise and environmental noise).

Fixed monitoring locations:

-Mesa Del Mar Tewinkle Park area X 2 (the second location was added during the last week of the Fair).

-College Park housing area

The picture below shows the approximate locations we used in Tewinkle park in the Mesa Del Mar area:



As is typical for all amplified events on the property, proper mitigation and monitoring requires an expert to understand the problems and how to mitigate them...it's NOT simply a matter of turning something down. It involves proper sound system tuning and use, understanding of local acoustics and technical discussion and direction. It also involves helping to educate, rather than simply confront, visiting engineers, in order to gain trust, understanding and proper cooperation.

Note that the methods and means described throughout all reports and documents submitted by SMF over the last three years includes the use of several SMF proprietary techniques, SMF owned trade secrets, as a broad class of acoustic and electro-acoustic control (such ideas and methodology are unique as separate means and in combination, as used by SMF to reduce property noise, reduce interference between venues, and to allow Pac Amp to operate at higher, more enjoyable venue levels, while still meeting the goals of compliance and mitigation in all housing areas- even with a large variety of music).

Gary Hardesty, Director
Sound Media Fusion, LLC (USA)
16524 Arminta Street
Van Nuys, California 91406
T | +1 (818) 482.0193
E | audiomicro42@gmail.com



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9E

SUBJECT: Approval to Develop a Scope of Work, Construction Specifications and a Budget for the Agricultural Workers Memorial Rebuild

DATE: September 16, 2016

FROM: Ken Karns, VP - Operations

PRESENTATION BY: Ken Karns, VP - Operations

RECOMMENDATION

Approve up to \$27,500 to work with CF FA to develop a scope of work, construction specifications, a construction budget and prepare a bid package to rebuild the Agricultural Workers Memorial.

BACKGROUND

In 2012, under the direction of the Board of Directors, the OC Fair & Event Center started a process to develop an art project to honor agricultural workers in Orange County.

The project was not completed as intended, and due to workmanship and structural issues, the project was halted. The area was deemed unsafe for public use and as such was fenced off as reported in updates at the May 2016 Board of Directors meeting.

Staff was instructed by the Board to investigate how to best proceed to create the Agricultural Workers Memorial under normal construction processes.

Through reviews with CFFA and the Workers Memorial Task Force, staff and the committee have developed a plan to move forward with the next step in the project.

For an amount not to exceed \$27,500 staff will work with CFFA to develop a scope of work, construction specifications, a construction budget and have a bid package prepared.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 9F

SUBJECT: Board Approval to Contract for Master Site Plan Consultant

DATE: September 16, 2016

FROM: Ken Karns, VP - Operations

PRESENTATION BY: Ken Karns, VP - Operations

RECOMMENDATION

Authorize staff to contract with Johnson Consulting for Master Site Plan consulting.

BACKGROUND

In May 2016 the Board of Directors approved staff to release a Master Site Plan (MSP) Request for Proposals to find a Consultant(s) to work with OCFEC on Master Site Plan development.

- On July 7, 2016 the RFP was released.
- On July 20, 2016 open site walks were conducted.
- On July 27, 2016 through August 5, 2016 the Question & Answer period was conducted.
- On August 19, 2016 two submittals were received prior to the deadline.
- On September 8, 2016 the RFP submittals were scored by the Master Site Plan Task Force and staff.
- On September 8, 2016 presentations were made to the Master Site Plan Task Force and staff by both RFP finalists.
- On September 9, 2016 the MSP consultant group of Johnson Consulting, SWA Group & HPI Architects was awarded the RFP.

For an amount of \$194,130.00 staff will contract with the Johnson Consulting team and carry out the next steps in the Master Site Plan development process.



RESPONSE TO REQUEST FOR PROPOSAL
Master Site Plan Consultation, RFP Number MS-12-16

SUBMITTED TO
32nd District Agricultural Association

SUBMITTED BY
C.H. Johnson Consulting, Incorporated

DATE
August 19, 2016



**JOHNSON
CONSULTING**

Experts in Convention, Hospitality,
Sport and Real Estate Consulting.

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August 19, 2016

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

RE: Master Site Plan Consultation – RFP Number MS-12-16

Dear Members of the Selection Committee:

Johnson Consulting, Inc. (Johnson Consulting), in partnership with **HPI Architecture** and **SWA**, is pleased to submit this proposal to the 32nd District Agricultural Association for Master Site Plan Consultation. We assembled our team to provide national and local expertise in fairgrounds economics, facility analysis and budgeting, planning, and community outreach. Johnson Consulting is the top economic consultant for fairgrounds in the U.S. We recently completed an economic evaluation of the Del Mar Fairgrounds and are currently working with SWA on the Santa Clara County fairgrounds in San Jose, California. HPI Architecture will strengthen our team's local knowledge, as they are working on several parcels right next to your fairgrounds, and provide efficient access for community outreach.

Fairgrounds do not die easily. And well they shouldn't. The heritage of agriculture and memories of times past can play a key role in supporting healthy communities. However, these traditions and places must also be re-envisioned in order to offer modern facilities, identify best uses of significant large tracts of land, and create beloved destinations that will endure and thrive into the future.

As we understand it, the 32nd District Agricultural Association is seeking a team to provide a common and agreed upon foundation of data and information associated with Fair operations, development potential of the existing site, and relative economic benefit of alternatives. **We are that team** because we understand the balancing act required for accomplishing the guiding principles for revitalization of the Fairgrounds, including a transparent and inclusive process that maximizes opportunities for economic growth, engages the community's hopes and aspirations, and provide for efficient phasing and site utilization.

We have built our team around trusted, experienced and highly knowledgeable individuals who can deliver the impartial, thorough assessment and recommendations needed for immediate decisions without having to wait for the next phase of work or next consulting effort.

*Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the **RFP #: MS-12-16** to which this proposal responds, have been read and understood.*

Further, in signing this letter, as the authorized representative of the submitting Bidder, it is expressly agreed by the Bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, Bidder agrees that if the submitted proposal is not in the format of the RFP, Bidder's proposal will be deemed non-responsive.

I will serve as the point of contact for our team. My information is as follows:

Charles H. Johnson, IV
President
C.H. Johnson Consulting, Inc.
6 East Monroe, Suite 500, Chicago, Illinois 60603
P: (312) 447-2001
F: (312) 444-1125
E: cjohnson@chjc.com

We are available and commit to delivering the highest quality product within the timeframe stated in the RFP. If you have any questions about our proposal, please contact me at (312) 447-2001. Thank you very much for your kind consideration. We truly look forward to the opportunity of serving you.

Sincerely yours,
C.H. Johnson Consulting, Inc.



Charles H. Johnson, IV
President

Relevant experience / Scope performed / Key Project Personnel

JOHNSON CONSULTING

Johnson Consulting, Inc. is a corporation founded in 1996 in Chicago, Illinois. Since inception 20 years ago, our firm has conducted hundreds of engagements throughout the U.S. and internationally with a focus on the development of fairgrounds, public assembly facilities, hotels and surrounding districts, urban renewal districts, and the broader real estate markets. The majority of this work is focused on planning, market and feasibility studies, economic and fiscal impact assessments, economic development, strategy development, tax analysis and projections, site selection, development consulting, developer and investor recruitment, as well as downtown and suburban development and redevelopment planning. Our expertise allows us to counsel clients on whether development is appropriate, and if so, what should be built, where it should be built, and how to finance and develop the project. Johnson Consulting is noted for providing straightforward opinions and will say ‘no’ if the project does not make sense.

SANTA CLARA COUNTY FAIRGROUNDS | SANTA CLARA, CALIFORNIA



Johnson Consulting in partnership with SWA, Group 4 Architects, and Economic & Planning Systems, and supported by a technical team of historic preservation architects, civil engineers, and environmental, sustainability, and transport consultants, were retained by Santa Clara County to provide consulting services in relation to fairgrounds operations, land economics, and land use planning. The Santa Clara County Fairgrounds occupy 150 acres in southeast San Jose. While a portion of the site has been repurposed for residential uses, overall the site is underutilized, vacant, or used only for temporary purposes. In recent years, there have been multiple efforts focused on the revitalization of the Fairgrounds. The key objective of our study was to provide a common and agreed upon foundation of data and information associated with Fair operations, development potential of the existing site, and relative economic benefits of alternatives. Our study culminated in a comprehensive options assessment that reflected a thorough process of indusionary input from community stakeholders. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Market and Economic Analysis; Sarah Emmerton-Financial Projections

WESTWORLD ECONOMIC IMPACT ANALYSIS | SCOTTSDALE, ARIZONA



The City of Scottsdale engaged Johnson Consulting to provide an analysis regarding the economic impact of events at held at the WestWorld property. Specifically, Johnson Consulting analyzed all of the economic impacts generated from event activity at WestWorld, as well as conduct surveys of patron and exhibitors from the four “signature events.” The analysis was very important in communicating the impact the loss (or gain) of a signature event may have on WestWorld.

WestWorld is a nationally recognized equestrian center and special event facility, located in Scottsdale, drawing visitors from throughout the metro area, state, and region. The complex includes the 6,000+ seat Equidome, the 6,700+ seat Wendell Arena, other various smaller arenas, a 19-acre Polo Field, the 8,210-square foot Brett’s Barn, horse stalls, overnight RV facilities, and parking. The City of Scottsdale reacquired the management rights and assets to the facility in January 1997. As a high-profile events complex in a then growing market, WestWorld exhibited characteristics that indicated a substantive economic impact. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager

PROPOSAL AND ATTACHMENTS – TECHNICAL

Experience, Qualifications, and Availability of Bidders Team Members

EDUCATIONAL AND AGRICULTURAL PAVILION | MOUNT PLEASANT, TEXAS



Johnson Consulting was retained by the City of Mount Pleasant and other stakeholders to undertake a market feasibility study pertaining to a proposed Educational and Agricultural Pavilion to be developed along Interstate Highway 30 in Mount Pleasant, Texas. The proposed \$65 million development will encompass 500,000 square feet of useable space, anchored by a fairgrounds and rodeo arena. A sports complex, focused on softball, will also be developed. The combination of these uses was on target with current and likely future industry trends at the time of our analysis and would create the critical mass to support an adjacent proposed waterpark, along with future multiple hotels and ancillary restaurant and retail space. The nexus of several equestrian-based industries, and a location within the heart of horse and sports country, make this a singularly unique environment. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Operational Analysis; Sarah Emmerton-Research

DEL MAR FAIRGROUNDS/RACETRACK | DEL MAR, CALIFORNIA



Johnson Consulting and Economic & Planning Systems were retained by the 22nd District Agricultural Association (22nd DAA) to provide a comprehensive economic and fiscal impact analysis of the Del Mar Fairgrounds/Racetrack. The 340-acre Del Mar Fairgrounds is situated on the waterfront in north coastal San Diego County and owned and operated by the 22nd DAA, a State agency. The Fairgrounds hosts more than 300 events per year, including the County Fair and the popular Del Mar race meets, attracting more than 3 million visitors annually. Previous studies have demonstrated that the Del Mar Fairgrounds/Racetrack generates broad economic benefits to its neighboring communities and the region of approximately \$450 million per year while supporting approximately 5,000 permanent jobs. However, how those economic benefits are distributed to individual jurisdictions including Del Mar and Solana Beach and the extent to which there are public service costs incurred by the affected jurisdictions has not been robustly evaluated. Accordingly, the key focus of our study is identifying the costs and revenues generated by the Fairgrounds and how they are distributed to the cities of Del Mar and Solana Beach. In-person and online surveys of hundreds of event attendees, exhibitors, vendors, and promoters formed the basis of our economic and fiscal impact calculations. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Market, Operations, and Economic Analysis; Sarah Emmerton-Research and Financial Projections

EXPO NEW MEXICO STATE FAIRGROUNDS | ALBUQUERQUE, NEW MEXICO



Johnson Consulting, in association with the Genesis Group, was engaged by the Department of Finance and Administration and the New Mexico State Fair to provide an analysis of the Expo New Mexico State Fairgrounds. The report included key findings and potential land planning scenarios for the existing Expo New Mexico facility, a new equestrian center, and additional commercial development.

The State of New Mexico was trying to address a capital improvement plan for the Expo New Mexico State Fairgrounds. The following questions were answered in our report: Can the Fairgrounds be improved at the existing site? Can a high quality Equestrian Center be accommodated on the site, while keeping and improving the fairgrounds? Can land area(s) be provided for commercial uses that can contribute to the improvement plan for the fairgrounds and Equestrian Center? Can enough resources be generated from a revised site plan to fully fund all aspects of the plan? The State of New Mexico accepted the findings of the land planning analysis and subsequently proceeded to implement Johnson Consulting's recommendations. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Market and Economic Analysis; Sarah Emmerton-Research and Financial Projections

PROPOSAL AND ATTACHMENTS – TECHNICAL

Experience, Qualifications, and Availability of Bidders Team Members

PROPOSED AGRI-BUSINESS EXPO CENTER | ST. JOSEPH, MISSOURI

Johnson Consulting was retained by the Buchanan County Agricultural Expo Center Board to prepare a facility feasibility study for a proposed Agri-Business Expo Center in St. Joseph, Missouri. The vision was to create a multi-purpose venue, focused on agriculture and education that will act as a catalyst for economic growth in the local and regional economies. The Center will become an integral part of the established animal health corridor that extends from Manhattan, Kansas to Columbia, Missouri, with St. Joseph already finding its niche in the animal health industry. The preliminary proposal included a 28,800 Expo Center, a 6,000-seat Arena, and over 600 portable stalls. Additional features of the proposal include trailer parking next to barns; RV camp sites with facilities; compost sales; nature trails; environmental studies; gasoline, diesel and convenience store; near shopping, restaurants, hotel/motels; City bus service; and green space.

Based on our assessment of the market opportunity for the proposed Expo Center, and analyses of competitive and comparable facilities, Johnson Consulting recommended that a larger Expo Center, incorporating a 50,000 square foot exhibition hall, could be supported within the proposed development. Following on from our market and feasibility analysis, the next phase of the project involved developing building concepts, determining probable costs and a development schedule, and preparing a needs assessment and implementation plan. Together, these two phases of this study provided a solid foundation for advancing the project from an idea to a business plan that can be implemented. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Market and Economic Analysis; Sarah Emmerton-Financial Projections

NORCO SPORTS & EQUESTRIAN CENTER | NORCO, CALIFORNIA

Johnson Consulting was engaged by the City of Norco to prepare a preliminary market analysis for the Silverlakes Equestrian Park in Norco, California for a 122-acre development. The City proposed to develop the property into a premier equestrian and recreational facility through a public/private partnership. Johnson Consulting's work included the following: Market analysis and strategies; Site evaluation and comparable venues; Demand factors, including non-equestrian event; Competitive set and local market performance; and Hotel strategy and expenditure projections. Overall, the proposed development encompassed 45-acres of grass athletic fields, intended for high profile equestrian competition fields for national and international jumping, equestrian shows and double as a tournament venue for various super-regional sporting events. The development features eight synthetic grass athletic fields for both adult and youth soccer leagues and tournaments. A retail and hotel commercial area was also proposed for the site. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive and Project Manager; Ryan Johnson-Market and Economic Analysis; Sarah Emmerton-Financial Projections

COLORADO STATE FAIR | PUEBLO, COLORADO

Johnson Consulting was retained to provide an independent review and assessment of management and performance of the Colorado State Fairgrounds. The 102-acre Fairgrounds is owned by the State of Colorado and operated by the Colorado State Fair Authority, which is tasked with producing the annual Colorado State Fair – an 11-day event that attracts around 500,000 visitors each year – and is also responsible for year-round operations of the Fairgrounds. The site is improved with 57 buildings, a number of which are available for rent outside of the Fair. It is this year-round incremental utilization of the Fairgrounds, and associated revenues and expenses that is the focus of our study. Fairgrounds must be able to adapt to become more “modern”, being respectful of their heritage but also capable of embracing broader markets and urban populations. Revenues from the successful and profitable Fair are used to support year-round operations of the Fairgrounds. The Fairgrounds receives some State and local funding, although the amount of this funding has been sizably reduced in recent years. The Authority appointed a new General Manager, ideally positioning it to review historic operations and define a clear direction for the future of the Fairgrounds. Our report served to define strategies to assist the Fairgrounds in moving towards a breakeven operation on a year-round basis. **Johnson Consulting Team Members/Roles:** Charles Johnson-Project Executive; Ryan Johnson-Market and Economic Analysis; Sarah Emmerton-Financial Projections

HPI ARCHITECTURE

HPI Architecture has provided 41 years of continuous service to a variety of public and private clients. Services offered include facility programming, master planning, architecture, and interior design. HPI is dedicated to developing planning solutions which respond to your specific needs. We are committed to listening, to communication and to working closely and proactively with all project constituents. Our goal is to understand your needs and expectations so we may evaluate the alternative planning options which are inherent in any master, to find the solution which works best for you, reflecting your desires and emphasizing your values.

ORANGE COAST COLLEGE FACILITIES MASTER PLAN | COSTA MESA, CALIFORNIA



The Coast Community College District Facilities Master Plan, Vision 2020, comprised of facilities master plans for the District's three Colleges, Orange Coast College, Golden West College and Coastline College, as well as the District Offices. Vision 2020 reflects and supports an updated Academic Plan and resulting Facilities Program, establishing a framework for implementation of campus construction priorities and strategies over a 13 year period (2011 through 2025).

At each College, the plan was developed on the basis of extensive discussion and involvement of multiple stake holders including faculty, staff, students and administration. Input was collected throughout the process via electronic questionnaires as well as multiple open campus forums and focused work sessions.

The Orange Coast College Facilities Master Plan focused on supporting a growing campus, replacement of aging and

inefficient 1950's buildings, improved wayfinding and definition of the campus core. Some joint venture opportunities were further studied and defined after the plan was completed. HPI provided an update to the Master Plan in 2015, which further studied the location and impact that student housing (800-1800 beds) will have to the campus as well as re-identifying parking opportunities and community engagement facilities. The Update was completed parallel to HPI's Environmental Impact Report support during the CEQA Process. Key Personnel: Larry Frapwell – Principal-in-Charge and Project Manager, Megan Gaunce - Master Planner

The Facility Master Plan addressed:

- Existing building and site condition assessments
- Vehicular access, parking and circulation analysis as well as solutions to the use of public transportation
- Service and emergency vehicle access and circulation
- Pedestrian circulation analysis and solutions including campus gateways and a hierarchy of pedestrian spines, walkways and paths
- Definition of purposeful open space character and improvements to the campus core
- Enhancement of academic zones
- Facility projects including: Infrastructure, Demolition of existing buildings and improvements, Modernization and expansion projects, New facilities
- Identification of site areas available for public / private enterprise and income generation
- Implementation sequencing
- Project budgeting including an analysis of the source and use of funds

PROPOSAL AND ATTACHMENTS – TECHNICAL

Experience, Qualifications, and Availability of Bidders Team Members

ORANGE COAST COLLEGE COMMUNITY PLANETARIUM | COSTA MESA, CALIFORNIA



HPI was retained by the OCC Foundation to provide programming and a feasibility analysis for the design and construction of a new Planetarium facility on the Orange Coast College Campus.

The resulting project is designed to house a 130 seat planetarium, Foucault pendulum, exhibit areas and staff support spaces. The Planetarium and Foucault are intended for use by K-12 students, the College and general public. The Planetarium, which contains both digital and star projection systems is designed to function as both a theatre (planetarium) and a large lecture hall. Consideration has been given to 3d

projection and enhanced audio systems. Sited in the heart of the campus, this facility is intended to be an iconic statement which will stimulate and educate individuals of all ages and backgrounds in the exciting world of science.

HPI conducted a series of program workshops including a wide range of stakeholders representing faculty from science, math, art, music and humanities programs; administrators; staff; and community representatives. The result of the workshops was a prioritized program.

Subsequent conceptual design workshops addressed siting of the building including ease of public access, impacts on and connection to campus utilities/infrastructure, conceptual building and site design solutions, operational requirements, aesthetic considerations, building system options and definitions and development of a project budget and schedule.

Graphic and narrative materials prepared by HPI have supported the Foundation's fundraising efforts. HPI was subsequently retained to provide full A/E services. Construction will break ground Summer 2016.

Key personnel: Larry Frapwell-Project Executive and Project Manager, Megan Gaunce- Programming

VANGUARD UNIVERSITY FACILITY MASTER PLAN | COSTA MESA, CALIFORNIA



HPI was retained by the University to develop a comprehensive Facility Master Plan addressing enrollment growth, changes in program offerings, the exterior campus environment, individual building sites, parking, pedestrian/vehicular and vehicular circulation and the general aesthetic of the University Campus. The Master Plan which evolved was developed in a collaborative process involving the campus faculty, staff and administration, as well as the University Board. It outlines campus construction priorities and strategies through 2020. Key personnel: Larry Frapwell-Project Executive and Project Manager, Megan Gaunce-Planning
The Facility Master Plan addressed:

- Existing building and site condition assessments
- Vehicular circulation, parking conditions and improvements including service and emergency vehicles
- Pedestrian circulation
- Campus edge gateway conditions and improvements
- Open space character and improvements
- Facility projects including: Infrastructure; Demolition of existing buildings and improvements – 14 buildings; Modernization and expansion projects – 9 projects; New facilities – 10 projects
- Implementation sequencing and timeline
- Architectural and open space/ landscape design guidelines

SWA GROUP

SWA is a world leader in landscape architecture, planning, and urban design. At SWA we plan with the responsibility to build, and we design within a strong planning framework that encompasses ecological, social, and economic insights. Buildings may come and go, land uses may change, but the patterns we create for cities and the land will stay. For nearly sixty years, for over 2,000 clients, this approach has produced distinctive communities, urban districts, neighborhoods, campuses, workplaces, parks, waterfronts, and resorts. It has supported the preservation of thousands of acres of open space, revitalized urban centers around the globe, and been recognized with hundreds of awards.

We believe that a successful plan should be functional, aesthetic, and entirely suited to context. Our deep commitment to built projects—beautiful, sustainable, enduring—inspires a practical but visionary approach, one that is global in perspective yet finely tuned to the special character of each individual site. Our team and projects produce visionary plans and urban design concepts that can be built. For every client and throughout each stage of a project, we keep our eye on the prize—valuable, beautiful, high-performing places that start out strong and grow better over time.

SANTA CLARA FAIRGROUNDS | SANTA CLARA, CALIFORNIA



SWA provided master planning and place-making concepts for transformation of the 155-acre Santa Clara County Fairgrounds into a mixed-use neighborhood that will serve as a destination for the larger San Jose and Santa Clara County communities. Working as part of a multi-disciplinary team, we analyzed existing conditions, evaluated technical and operational issues, and developed a range of program options that balance parks and amenities with fairgrounds event space and commercial, entertainment, housing, and other revenue-generating uses. Public participation, market analysis, and Fairgrounds operations served as a basis for a range of options, setting the stage for project design, permitting, and developer solicitation to follow. An extensive, multi-layered public engagement process involved the local community, stakeholders, businesses, and government partners to understand possibilities for ways to use the Fairgrounds property to best benefit the entire community. Historic County Fair traditions will provide inspiration for design concepts and visions. SWA Scope: Urban Design & Planning, Community Outreach, Site Analysis, Programming & Concepts. Key project personnel: Elizabeth Shreeve

PROPOSAL AND ATTACHMENTS – TECHNICAL

Experience, Qualifications, and Availability of Bidders Team Members

SOLANO COUNTY FAIRGROUNDS | VALLEJO, CALIFORNIA



SWA provided community-based visioning and master planning services for the Solano County Fairgrounds, a 149-acre property located in Vallejo, California. Directing a multi-disciplinary team of economists, engineers, and architects, SWA developed the team's original Solano360 Vision Plan into a comprehensive specific plan document addressing land use, infrastructure, phasing, and implementation for an entertainment-oriented, mixed-use development. The plan focuses on a central creek park and entry street while emphasizing sustainable design and water management to restore habitat and solve area-wide flooding problems. A revitalized "Fair of the Future" continues the 60-year tradition of the Solano County Fair with a new world-class exposition hall, demonstration farm, event lawn, and flexible open space. SWA Scope: Mixed Use Master Planning; Conceptual Design; Policy Development; Civic Engagement. Key project personnel: Elizabeth Shreeve

GUTHRIE GREEN AND BRADY ARTS DISTRICT PLANNING | TULSA, OKLAHOMA



SWA served as lead designer in the creation of a new urban park in the heart of Tulsa's Brady Arts District. The project transforms a 2.7-acre truck loading facility into a community gathering space for artists, urban professionals, students, and visitors to this vibrant and emerging mixed-use neighborhood. Gardens,

fountain, outdoor stage, and multipurpose lawn offer opportunities for distinct and varied activities.

The design supports a strong connection to nearby buildings, including a new TV station, museum spaces, artist studios, and a local theater. Green design approaches included repurposing the loading dock for a multi-purpose pavilion with a solar roof. Supported by public-private funding as well as ARRA and State Energy grants, the grid of 500-foot deep geothermal wells will provide heating and cooling for adjacent buildings, offsetting the need for traditional energy sources. SWA Scope: Master Planning; Landscape Architectural Design; Civic Engagement. Key project personnel: Elizabeth Shreeve

References

JOHNSON CONSULTING**County of Santa Clara**

Santa Clara County
Fairgrounds Options Analysis
Mr. Glenn Williams
Assistant Development
Manager
glen.williams@ceo.sccgov.org
408-299-5164

**Buchanan County
Agricultural Business Expo
Center**

Agri-Business Expo Center
Feasibility Study / Validation
Study
Ms. Sharon Cornelius
President & CEO
sharon@agexpocenter.org
816-273-0590

City of Surrey

Cloverdale Fairgrounds Trade
& Exhibition Center
Mr. Scott Groves
Civic Facilities Division
sgroves@surrey.ca
604-590-7222

Colorado State Fair

Fair Analysis
Ms. Sarah Cummings
General Manager
sarah.cumming@state.co.us
719-404-2015

HPI ARCHITECTURE**Orange Coast College**

Richard T. Pagel, Ed.D.
Vice President, Administrative
Services
Orange Coast College
1370 Adams Avenue
Costa Mesa, CA 92626
(714) 438-4673
Rpagel@occ.cccd.edu

Andrew Dunn
Vice Chancellor of
Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626
(714) 438-4611
adunn@mail.cccd.edu

Jerry Marchbank
Director, Facilities/Planning
1370 Adams Avenue
Costa Mesa, CA 92626
(714) 438-4673
JMarchbank@mail.cccd.edu

Vanguard University

Michael Beals, President
(714) 966-5480
officeofthepresident@vanguard.edu

Tim Young
Vice President for Student Life
(714) 966-5487
officevpsa@vanguard.edu

SWA GROUP**Solano County Fairgrounds
Vision Plan**

Bernadette Curry
Deputy County Counsel,
Solano County
675 Texas Street, Suite 6600
Fairfield, CA 94533
(707) 784-6151 direct
bscurry@solanocounty.com

**Santa Clara County Fairgrounds
Vision Process**

Glen Williams
County of Santa Clara, Office of
the County Executive
70 West Hedding Street
East Wing 11th Floor
San Jose, CA 95110
glen.williams@ceo.sccgov.org
408-299-5164

**Guthrie Green and Brady
Arts District Streetscape**

Ken Levit, Executive Director
George Kaiser Family
Foundation
7030 South Yale, Suite 600
Tulsa, OK 74136
(918) 392-1612
ken@GKFF.org

Key Personnel

JOHNSON CONSULTING

The key professionals presented in this response from Johnson Consulting have dedicated their careers to the public assembly industry. They are expert in areas that include feasibility, financial analysis, operational analysis, business planning, and economic and fiscal impact projections.

Charles H. Johnson, IV

President and CEO: Project Executive

Charles H. Johnson is a nationally recognized real estate consultant with 30 years of experience in the general real estate, hospitality, convention, and sports consulting fields. He is an active member of DMAI, IAVM and serves on Florida State University's Real Estate Foundation Board, where Charles earned his undergraduate degree and MBA. Prior to forming Johnson Consulting, he was National Director of KPMG Peat Marwick's Convention, Sports and Hospitality Consulting practice. He worked with Laventhol and Horwath's hotel consulting division and worked as an employee of two real estate development firms.

Charles has worked on hundreds of fairground studies, master plan work and consulting assignments in the U.S., Canada and abroad. Most recently, Charles worked on a operational study for Del Mar Fairgrounds, a master plan for a fairgrounds in Laramie County, WY, and Sioux Center, Iowa as well as a management consulting, market and financial feasibility analysis of a proposed mixed-use development at the existing Mid South Fairgrounds in Memphis Tennessee, an assessment of a hotel that was developed at Kentucky Horsepark, a land use plan for Expo New Mexico State Fairgrounds in Albuquerque, New Mexico, and a long-range plan for the Big E fairgrounds in West Springfield, Massachusetts. He also conducted economic and fiscal impact analyses for WestWorld in Scottsdale, Arizona, the Canadian National Exposition in Toronto, Canada, Oregon State Fair and Exposition Center in Salem, Oregon, and the Norco Sports and Equestrian Center in California. Charles is currently leading a multi-disciplinary team in a long-range options analysis for the Santa Clara County Fairgrounds in San Jose, California. He is also working on an analysis of the Colorado State Fair.

Mr. Johnson frequently shares his experience and industry knowledge at industry association events across the world. He is actively involved in Destination Marketing Association International, Urban Land Institute, and the International Association of Venue Managers.

Charles graduated from Florida State University with an undergraduate degree in business and received his MBA from Florida State in 1981, with an emphasis in finance and real estate.

Ryan Johnson

Managing Director

Ryan Johnson joined Johnson Consulting in 2005 and studied International Studies and Finance from the University of Denver and specializes in finance and business management. Prior to working with Johnson Consulting, Ryan was a line-producer for a leading commercial production company in Los Angeles and New York, where he worked with major advertising companies on campaigns for international brands, such as YUM! Brands, Proctor & Gamble, Hyundai, and others. This experience taught Ryan how to effectively manage client relationships, operate on or under budget and complete projects within compressed timelines.

Ryan has extensive experience in performing management consulting studies and conducting market and feasibility analyses for fairgrounds, civic centers, exhibition venues, hospitality, sports, and mixed-use developments. Most recently, Ryan managed the master plan process for an expansion to Volusia County Fairgrounds in Florida; and conducted a highest and best use analysis for Expo New Mexico, the State's fairground venue. Ryan also led the firm's efforts for the expansion analysis relating to Stanley Park Fairgrounds in Estes Park, Colorado, and an analysis of a proposed convention center and hotel in Uintah County, Utah that will help formalize the Western Park Fairgrounds and provide additional event space for their customers. He most recently worked on an event impact study for Del Mar County Fairgrounds in Colorado, and an operational review and facilities study for the Colorado State Fair.

He is active in industry associations that include the International Economic Development Council, International Association of Venue Managers, and the Urban Land Institute.

Sarah Emmerton

Research Director

Sarah Emmerton joined Johnson Consulting in 2010 after working in London as a regeneration analyst with a local authority. Prior to that, Sarah worked as a real estate analyst and consultant with a strategic real estate consulting firm in Melbourne, Australia. She has experience working across a range of different real estate markets, on a variety of projects completed on behalf of both public and private sector clients.

At Johnson Consulting, Sarah specializes in market and financial analysis for convention, hospitality, and real estate projects, with a particular focus on multi-purpose venues, fairgrounds, convention and conference centers, and hotels. She leads the firm in market research, case study development, and consumer and customer survey analysis. Her background in urban planning equips her with a sound understanding of how to apply the principles and practices of strategic planning to undertake projects that best respond to a community's needs and maximize the benefits for the local, regional and national economies. Sarah also has extensive experience in the use of GIS as an analytical tool.

Most recently, Sarah completed market and financial feasibility studies for a proposed multi-purpose venue at a fairground in Surrey, British Columbia; a proposed Ag-Expo Center in Buchanan County, Missouri, a proposed Education and Agriculture Pavilion in Mount Pleasant, Texas; and a proposed multi-purpose events center at Gallia County Youth Fairgrounds in Gallipolis, Ohio. She is currently working on a master plan and operations study for the Santa Clara County Fairgrounds, and an event impact study for Del Mar County Fairgrounds in California.

She is active in industry organizations that include: The Urban Land Institute and Destination Marketing Association International. Sarah graduated from The University of Melbourne, Australia, with a degree in urban planning and development.

HPI

Lawrence Frapwell, LEED® AP

Principal in Charge / Architect of Record

Mr. Frapwell has 39 years of professional experience in programming, architecture and interior design of California projects with a focus on southern California. As President and Principal, Mr. Frapwell leads the firm and has been actively involved in all of HPI's work at Orange Coast College, including the Master Plan and Community Planetarium. He is also currently leading the master plan work for Vanguard University. His experience includes guiding clients through interactive architectural design, programming and planning sessions, working with project committees with diverse representation, and presentation to Boards and public agencies. Mr. Frapwell graduated with a Bachelor of Architecture from California-Polytechnic State University San Luis Obispo, California and is a registered architect and LEED accredited professional.

Megan Gaunce

Director of Pre-Design Services / Outreach

Ms. Gaunce has 7 years of professional experience working with California clients, with much of her experience focused on master planning and programming. Megan works with the user group(s), community, stakeholders, administrators and facilities staff in the development and documentation of the master plan. Megan brings strong communication and organizational skills to the team. At Orange Coast College she has served in an active role on the Facilities Master Plan and Community Planetarium. At Vanguard University, she is currently a lead planner for their master plan. Megan graduated with a Bachelor of Architecture from California-Polytechnic State University Pomona, California and is a registered architect.

SWA GROUP

Elizabeth Shreeve, AICP, ASLA

Principal / Planner

Since joining SWA in 1984, Elizabeth has focused her practice on urban infill and revitalization, community and campus planning, public outreach and communications. On mixed-use and open space projects in the US and overseas, she works closely with multi-disciplinary teams and public and private clients to translate physical and cultural factors, programming and policies into strategies for implementation. Recent projects include San Francisco Presidio Strategic Land Use & Site Design, Santa Clara County Fairgrounds Vision Process, Solano County Fairgrounds Visioning and Specific Plan, and Brady Arts District Streetscape in Tulsa, Oklahoma. Elizabeth's recent speaking engagements for ULI, ASLA, USBGC, Housing California, and APA address best practices for achieving health, resiliency, and sustainable outcomes through design of urban environments. Elizabeth is a certified Planner and holds a Master of Landscape Architecture from Harvard Graduate School of Design as well as a Bachelor of Arts cum Laude in Geology from Harvard College.

Ashley Langworthy, AICP

Associate / Planner / Landscape Architect

Ashley's professional passion lies at the intersection of urban design, programming and strategic planning, and landscape architecture. Ashley brings to her professional work a longtime concern for sustainability and community design. She has been active in sustainable development policy in San Francisco for many years, she is on the City San Francisco's Market Street Advisory Committee, and she received her LEED certification in 2006. Ashley joined SWA in 2007 and has focused her work on community-oriented urban design and large scale landscape infrastructure projects. In addition to her design capabilities, Ashley has extensive project management experience overseeing complex projects with multiple consultants and significant community outreach. Ashley received her Master of Urban Planning from Harvard University Graduate School of Design and a Bachelor of Arts in Environmental Science/Economics from Tufts University.

WORK PLAN

Our Team’s Work Plan will provide the global assessment, critical information and input for long- and short-term decision-making by the Board of Directors of the 32nd District Agricultural Association (“District” or “Client”). Developing a Strategic Plan and Master Site Plan (MSP) for a major civic asset like the OC Fair and Event Center (“OCFEC”) demands a highly collaborative process, requiring a significant time commitment and input from a variety of constituent groups.

Our team, led by fairground and real estate economic experts, brings a strategic, creative, multi-disciplinary team to produce a comprehensive vision incorporating facilities analysis, listening-based community outreach, and environmentally sensitive master plan solutions. Consistent with the RFP, our Work Plan will create a Strategic Plan and Master Site Plan within a spirit of inclusion. Based upon the tasks set forth in the RFP, our work will encompass the following elements:

1. Project Initiation & Existing Conditions Review,
2. Facilitation of Internal Stakeholder Assessment Sessions,
3. Facilitation of Inclusionary Community Involvement,
4. Definition and Evaluation of OCFEC Operations and Needs,
5. Vetting of Business Opportunities,
6. Strategic Plan Development,
7. Finance Plan & Projections,
8. Master Site Plan Development, and
9. Economic & Fiscal Impact Analysis

Our methodology for each of these tasks and corresponding deliverables is described in detail as follows.

TASK 1 – PROJECT INITIATION & EXISTING CONDITIONS REVIEW

TASK 1.1 – PROJECT DEFINITION

The Consulting Team will meet with District Representatives to expand on and prioritize the assembled groups’ stated key goals and objectives, develop clear lines of communication, gather related documents, review project methodology, and conduct initial fieldwork. Tasks to be performed include:

PROPOSAL AND ATTACHMENTS – TECHNICAL

Work Plan, Approach, Methodology, Availability

- Gather, review, evaluate, and organize existing background information related to the project, including prior research and analyses that have been conducted by, or for, the Client, so as to understand current plans for development as well as constraints present on the site and the history of planning initiatives for the OCFEC. Documents to be gathered include the existing Master Plan and EIR (2003), the Organizational Needs Assessment (2014), and other site plans, title reports, engineering and soils reports, traffic studies, development proposals, and City of Costa Mesa zoning and permitting processes.
- Refine a Community Outreach Strategy with the Client, making best use of the SWOT analyses conducted as part of the Organizational Needs Assessment and input received during previous community engagement. The purpose of this task is to establish dates and content for workshop/exercises with internal and community stakeholders. See Task 3.1.
- Identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.
- Establish deadlines for deliverables, presentations, and regular updates on the progress of the research and planning.
- Meet with and interview the OC Fair and Event Center Manager to discuss the venue's history, achievements, issues, and goals.
- Inventory the meetings, event, and hotel offerings in the area.
- Tour the OCFEC and surrounding area and assess natural factors (topography and drainage patterns; trees cover and vegetation; and sensitive environmental factors) and planning/social factors (zoning, easements, and special districts; neighborhood context; parcel configurations and relationships to surroundings; access and site circulation; existing development including facilities and outdoor uses; visual character; utility corridors and constraints; and recreation and open space issues).
- Summarize significant data from the above to indicate the development, landscape and environmental opportunities and limitations of the OCFEC property.
- As appropriate, meet with representatives from the various agencies with jurisdiction to gain information on critical environmental and historical issues and other requirements that could impact future project schedules and work products.

TASK 1.2 – ASSESSMENT OF EXISTING CONDITIONS AND CAPACITY REVIEW

The Team will inventory and assess the condition of all facilities currently located at the OCFEC in order to identify unmet needs, facilities that have become non-competitive, and, ultimately, the opportunity that may exist for new or upgraded facility offerings. Among the factors to be considered:

- Current conditions and functionality of existing facilities, including indoor and outdoor spaces. This will include a high level visual inspection of existing buildings and review of information provided by the Client.
- Current operations and finances, organizational structure, existing tenancies, contracts and obligations.
- Historical overall utilization of the OCFEC, including the number and type of events, attendance, satisfaction of users, lost business, impact to community.
- Current programming and relative level of events at the facilities versus other comparable facilities and/or expectation, marketing and promotion initiatives.
- Historical finances, profit and loss statements, required funding subsidies, and sources of revenues that have been used to pay for operations and capital costs.
- Public support, operating and/ or otherwise.

As it relates to the broader market and to focus in on opportunities and needs for fairgrounds' facilities and uses on the current site, we will provide an analysis of conditions such as:

- Economic impact of the OCFEC on the City of Costa Mesa and the State of California, if appropriate for grant requests.
- Population, demographics, household income and other characteristics of Orange County that are relevant to the successful operations of the OCFEC and other events and activities within potential market areas.
- Orange County's existing position in the state, regional, and national agricultural markets and its ability to expand its event and general tourism markets, translated into a realistic assessment of the County's strengths, weaknesses, opportunities, and threats.

TASK 1.4 – PREPARE REPORT DELIVERABLE

At the conclusion of this task, we will provide summary notes and an Existing Conditions Report to the MSP Committee and Executive Management Team for their review and distribution to other Stakeholders, as appropriate.

Completion dates: 6 weeks from Authorization to Proceed

TASK 2 – FACILITATION OF INTERNAL STAKEHOLDER ASSESSMENT SESSIONS**TASK 2.1 – INTERNAL STAKEHOLDER WORKSHOPS**

Our approach to facilitating the Internal Stakeholders participation will be accomplished by the following tasks.

- Work sessions and brainstorming exercises using planning tools that enable participation both in the sharing and assessment of the stated needs, wants and priorities of the OCFEC,
- Small focused interviews with Internal Shareholders to gather information/ data,
- A series of regularly scheduled meetings with the MSP Committee, Executive Management Team and other Internal Stakeholders to confirm goals, objectives and principles for the project; review initial findings and the observations; and vet planning concepts and alternatives as they evolve,
- Regular progress reporting by the Consulting Team on all aspects of intermittent progress, final findings, and evolving considerations and recommendations throughout the process.
- Written updates, as appropriate.

TASK 2.2 – PREPARE REPORT DELIVERABLE

We will prepare a detailed Internal Stakeholders Needs & Wants Assessment Report based on the input from the numerous Internal Shareholders' workshops and meetings for feedback, discussion and revision, as requested. The report will emphasize utilization of the internal assessment into overall planning of the OCFEC Board of Directors.

Completion dates: January 16, 2017; Board of Directors Presentation—January 27, 2017

TASK 3 – FACILITATION OF INCLUSIONARY COMMUNITY INVOLVEMENT

TASK 3.1 – DEFINE INCLUSIONARY PROCESS FOR COMMUNITY INVOLVEMENT

An effective interactive process must include not only listening and fair consideration of ideas and opinions, but also communicating back what was heard. Our participation methodology for the project involves the following steps: four (4) days maximum of community workshops (and/or a series of smaller group meetings with several interest groups) during the process in order to solicit input and feedback; build understanding and support for the Plan recommendations; and strengthen the relationships and partnerships that will successfully carry the project forward through implementation. Our four community outreach and stakeholder sessions will be conducted as follows:

- At this initial workshop day, our team will provide an orientation of the project background and process, including a summary of existing facilities inventory and site analyses, and select examples of comparable projects where we have worked. We will solicit input on the community's values, which will be incorporated into the criteria used to evaluate options as they are developed. We will also ask about the community's needs, wants and priorities for current and potential future activities and amenities at the OCFEC.
- Following initial development of OCFEC Master Site Plan studies, we will report back on options for the future planning of the OCFEC and the next steps in the planning and implementation process. At this time we will seek additional community input on the planning options.

- Following further revision and development of OCFEC Master Site Plan studies, we will report back on the highest-ranked option for the future planning of the OCFEC and the next steps in the planning and implementation process. At this time we will seek additional community input on this option.
- Once the master site plan is finalized, we will present the plan to the community.

We have used this strategy successfully to maximize outreach and input in other communities. Each iterative phase of the process will include one day-long multiple in-person event and communication formats including:

- Community and stakeholder workshops and focus groups;
- Drop-in open houses, scheduled in conjunction with and directly preceding the town hall meetings, in which project team members facilitate informal discussions at different topic stations; and
- A social media strategy not only to build awareness of outreach events, but also to engage community members in an online dialogue about the OCFEC planning project. We have done this successfully in other communities where we used platforms such as Twitter, Facebook, Spotmojo, and Civinomics to create a conversation with diverse community members outside of the in-person engagement events.

TASK 3.2 – COMMUNITY STAKEHOLDER IDENTIFICATION

The Team will, in collaboration with the Client, identify a comprehensive and inclusive list of community stakeholders to engage in the iterative engagement process. (See 3.1 above.) Goal is to solicit wants and needs for the OCFEC and fosters a shared sense of authorship of the new Strategic Plan and Master Site Plan. Key to developing a widely supported approach will be establishing a process for clear, transparent and inclusive communication to the broader public/ community. Identified stakeholders, if appropriate, to invite for various outreach activities may include the following:

- Centennial Hall Foundation volunteers
- Site neighbors (e.g., Orange Coast Community College, Vanguard University, Davis Elementary School, Costa Mesa High School, local residents, local merchants)
- Animal breed and training societies
- Cultural events (e.g., Fiesta Del Charro)
- Service and activity societies (e.g., Orange County 4-H Club, Boy Scouts, Girl Scouts)
- Focused interest groups (e.g., California Native Plant Society, California Organic Gardening Club)
- Sports/activity groups, Professional and Amateur Motor/Cross Racers
- Advocacy groups (Big Brothers Big Sisters; California Coalition for Youth)
- Event organizers (e.g., World Class Shows, Extreme Sports Productions)
- Current/potential public and private sector partners (e.g., Chamber of Commerce, CVB)

TASK 3.3 – PREPARE REPORT DELIVERABLE

We will prepare a Community Outreach Report summarizing the input of the various four different public outreach efforts to the Executive Management Team and Master Site Plan Committee, and other Stakeholders, for feedback and discussion for utilization in overall planning.

Completion dates: Summary of Findings- April 10, 2017; Board of Directors Presentation—April 27, 2017

TASK 4 – DEFINITION AND EVALUATION OF OCFEC OPERATIONS AND NEEDS

This task will result in a full operational review for the existing fairgrounds and help inform the Team about prospective venue related uses in the future. The work will be led by Johnson Consulting, a firm that has extensive fairgrounds operating experience.

TASK 4.1 – STRATEGIC RECOMMENDATIONS FOR OPERATIONS

Based on the results of the previous work steps, while continuing to engage the various Stakeholders to assure their ongoing involvement in the planning process and that their needs are considered in any recommendations, we will:

- Assess the potential for OCFEC operations to be able to grow attendance and revenue, cover all of its own costs, and meet the needs of the venue’s various Stakeholders over the long term;
- Identify strategies, activities, and operational changes that can result in either cost savings or revenue enhancement in the short run, independent of decisions regarding a long-term master plan.

TASK 4.2 – PREPARE REPORT DELIVERABLE

We will prepare a memo summarizing the findings of our operations analysis with recommendations as applicable.

TASK 5 – VETTING OF BUSINESS OPPORTUNITIES

This task will produce a report containing a summary of independent business cases for future uses/ initiatives of the OCFEC based upon vetted business ideas, opportunities and findings. The Team’s work will stem from a thorough understanding of background data, community input, operational and facilities optimization, market demand, and the District’s guiding principles; thereby translating community-based programming and operational strategies into physical placemaking that serves the District for generations to come.

The planning process will include evaluation of local market demand to formulate and evaluate business opportunities/ ideas, alternative approaches to existing and/ or proposed uses, relationship of uses, phasing, and integration of existing activities.

TASK 5.1 – MARKET AND DEMAND ANALYSIS

The methodology we propose to **assess market demand and estimate overall performance for each** business sector is outlined below:

Market Demand and Supply Analysis We will analyze pertinent economic, demographic, and market factors that impact land use, business expansion, and space utilization within the area surrounding the site which could

contribute to overall planning opportunities. This analysis will focus on key economic and real estate issues such as market demand and supply conditions and includes a trade area analysis of retail/entertainment (not including fairgrounds), office, residential, and others. The goal is to provide a comprehensive understanding of market conditions for the overall site.

Estimated Market Performance Based upon our analysis of market demand and our recommendations outlined in the preceding work steps, we will address the market performance of the indicated uses. For each specific use, we will also profile operating expense information based upon information gathered and summarized in preceding tasks, as well as general information provided through industry resources and other credible secondary sources of information.

Cash Flow Analysis From the results of the estimated market performance of potential additional/ alternative business uses, which are the supporting mechanisms for pricing, performance, operating, and cost assumptions, we will prepare comprehensive **cash flow analysis**.

The demand profile, current cost structures, and data from existing operations as well as comparable facilities will be used to model the **operating revenues and expenses** of the proposed uses. Johnson Consulting has modeled numerous similar fairground facilities and will draw on its experience with these facilities. Projections will extend over a 10-year period.

Economic and Fiscal Impact Analysis Each aspect of the business model will be added to the market. The procedures for the Economic and Fiscal analysis are described in the specific task requested in the RFP in Task 9, below.

TASK 5.2 – JUSTIFICATION/ P&L FOR EACH BUSINESS CASE

We will work with the MSP Committee to develop a **justification analysis** for the District on the advantages and/or disadvantages of the OCFEC relative to certain uses. We will develop a **P&L and opportunities-and-constraints diagrams** based on information obtained and review of the various business case initiatives proposed.

TASK 5.3 – PREPARE REPORT DELIVERABLE

Based on the Market Demand Analysis, we will research and report on the opportunities/ideas for planning and future business case uses of the OCFEC, as well as constraints. The Business Case Report will include business cases for uses of whatever portion of the venue is not needed for the OC Fair, Centennial Farm, Pacific Amphitheatre, Imaginology, Heroes Hall, and the other anticipated current programmed events and community-based activities, and will include rough schematic drawings of at least three (3) possible alternative facility and/or land use configurations for possible business initiatives, including their relative strengths and weaknesses. It will be both qualitative and quantitative, providing approximate market value estimates for what alternative business use can generate as potential ground rent to the District, for the area considered for new initiatives.

TASK 6 – STRATEGIC PLAN DEVELOPMENT

TASK 6.1 – CONCEPTUAL PROGRAMMING & OPTION DIAGRAMS

The OCFEC Master Site Plan project calls for establishing a place to celebrate Orange County’s communities, interests, agriculture and heritage, with meaningful, cost effective outcomes that justify expenditure of resources. The process must look to future opportunities for education, technology and community interaction while remaining “grounded” in physical and budget realities.

Site programming and conceptual options will bridge the gap from stakeholder engagement to strategic planning. To that end, our team will prepare up to three conceptual options for site uses, integrating specific elements and upgrades garnered from outreach efforts. The options will describe theme-based scenarios for built facilities and outdoor spaces in the form of “bubble” diagrams, each including a brief written and statistical summary of proposed uses (including acreages and extents) and a rough assessment of costs/benefits. The concept diagrams can be used for the Options Workshop/Meetings described above.

The concept planning process will incorporate evaluation of local market demand to formulate and evaluate alternative approaches to uses, relationship of uses, phasing, and integration of existing activities. Specifically, the concepts will help to determine if market driven programs can be supported on-site, determine to what extent the program complies or derives from current zoning and land use requirements, and delineate how the project might be phased to mitigate cost of development and maximize return.

The concept diagrams will delineate the following:

- Definition of overall land uses.
- General location, density, character and extent of each potential land use.
- Reuse of existing Fair facilities and proposed new facilities.
- Vehicular circulation systems, major access points, and parking areas.
- Recreation, open space and natural resource relationships.
- Major community facilities including recreation and open space.
- Major planting areas and plant massing.
- Relationships to adjacent uses.
- Initial evaluation of environmental impacts, based on information derived from existing environmental review documents and studies
- Generalized statistical data on acreage, densities, yield, phasing.

TASK 6.2 - DRAFT STRATEGIC PLAN

The conceptual site programming and diagrams will support development of a Draft Strategic Plan. As the culmination of the previous tasks, workshops and stakeholder meetings and events, the plan will provide a guide focused to achieve OCFEC’s unique business goals and objectives - its Vision, Mission Statement, critical

success factors, strategies and actions for objectives, and a prioritized implementation timeline for both short-term and long-term growth and improvement opportunities.

As further refinement of the planning scenarios, the Plan will delineate OCFEC's needs within the plan's previously determined context, both internal and external, according to the District's long-term objectives, based upon the District's allocated resources where they will provide the most benefit, playing upon its strengths. A synthesis of the following issues will be instrumental to the Plan's success:

- Strategy for Specific High-Level Strategic Opportunities: Realistic, Implementable and Trackable
- Environmental Impact Criteria
- Financial Strategies - Cash Flow Based
- Policy Recommendations/ Milestones for Plan Priorities

TASK 6.3 – PREPARE REPORT DELIVERABLE

Working in conjunction with Executive Management, along with key Management Support, the Consulting Team will develop drafts, as needed, and a final three-year OCFEC Plan. The report will incorporate the concept diagrams and programs.

Completion dates: June 19, 2017; Board of Directors Presentation—June 29, 2017

TASK 7 – FINANCIAL PLAN & PROJECTIONS

This Task commenced in Task 5 and will be finalized in this Task (Task 7). It will consider the initial work done by all parties and will result in finalized financial projections, considering revenue, expenses and profit from each business element as well capital improvement assumptions prepared by HPI.

Based on the market data and demand projections, working closing with the Executive Management Team and the Audit Consultant, the Consulting Team will prepare a 10-year operating pro forma for the proposed OCFEC initiatives discussed in the previous tasks. The model will list all revenues and fixed and variable expenses in line-item detail throughout the period of the projection, and include data for each individual type of business use initiative.

The analysis will document OCFEC's approach to delivery of services, such as staffing, food and beverage, parking, and other major line items affecting the operation, thus providing the District with a clear understanding of how the initiative will earn and spend money, fit into the broader operations of the OCFEC, and what the expected financial picture will be at the end of each year. To the extent that public dollars are to be used to support operations, capital improvements, or other items, these sources will also be considered and integrated into the financial analysis.

We will also offer a specific discussion regarding revenue sources that are available to public assembly facilities, including benefactor naming rights and other specialized revenue streams, such as advertising, and based on market conditions.

The Team will outline potential funding sources that could be considered for the proposed OCFEC business initiative, as well as for ongoing operating support, that will consist of a detailed analysis for each option. These approaches may include private investments, incentives, sales, meals and room taxes, Tax Increment Finance

Districts, revenue bonds, empowerment/enterprise zones, tax-exempt bonds, and taxable bond revenue streams, among other tools.

TASK 8 – MASTER SITE PLAN DEVELOPMENT

This task will produce a Master Site Plan Report containing summary of key findings and initial recommendations for planning and future use of the Fairgrounds. Our recommendations will stem from a thorough understanding of background data, community input, operational and facilities optimization, market demand, and the OCFEC mission, thereby translating community-based programming and operational strategies into physical place-making that serves the County for generations to come.

The master site planning will include evaluation of local market demand to formulate and evaluate alternative approaches to uses, relationship of uses, phasing, and integration of existing activities.

The cohesive development of a comprehensive, data-driven, visionary MSP will be the culmination of the well-established fluid exchange of information (data) and ideas from the Internal and Community Stakeholders which will empower the 32nd District Agricultural Association’s Board of Directors to make the most informed decisions regarding the future of how OCFEC will fulfill its Mission Statement: “Celebration of Orange County’s Communities, Interests and Heritage.”

TASK 8.1 – MASTER SITE PLAN

Following the Options Workshop/Meetings, and based on additional input from internal and community stakeholders, we will prepare a Master Site Plan with initial recommendations for future use of the OCFEC site and facilities.

Our team’s approach to physical master planning will stem from an understanding of local conditions and an intimate relationship with the site, including topography, drainage, existing uses, relationship to surroundings, and the social context of human activities. It will incorporate sustainable, low impact development techniques that will allow a more intensified program of uses to “sit lightly” on the land. The master plan will be suitable as a basis for detailed site planning and entitlement processing to be conducted as part of a future contract.

The master planning process will translate community-based, evidence-driven programming and operational strategies into physical place-making. This will include alternative land use concepts that describe different approaches to uses, relationship of uses, phasing, and integration of existing activities.

- Establish zones for County Fair and other major events, active and passive open space, neighborhood and community destinations and recreation, and economic “drivers” including an optimized mix of new infill development.
- Integrate usable buildings and outdoor spaces that will provide efficiency and serve as high-functioning venues for community activities.
- Address site drainage through sustainable system integrated into the roadway and open space network.
- Incorporate sustainable landscape strategies and a multi-purpose open space system.
- Design for walkability and interconnected urban form and compact relationship of complementary uses.

- Create possibilities for a hierarchy of circulation, entry, identity, and image for key landmarks, with more private or support uses buffered and served by more minor roadways.

TASK 8.2 – PREPARE REPORT DELIVERABLES

The Consulting Team, in conjunction with the Executive Management Team and Key Management Support, and Master Site Plan Committee, will prepare drafts and a final fully documented 10-Year OCFEC Master Site Plan that addresses the best options for the District and addresses all of the key issues and planning process listed in your RFP. A presentation will be made to the full Board of Directors for review prior to implementation.

Completion dates: October 9, 2017;

Board of Directors Workshop—October 26, 2017;

Final Board of Directors Approval—November 16, 2017

TASK 9 – ECONOMIC AND FISCAL IMPACT ANALYSIS (OPTIONAL)

This Task commenced in Task 5 and will be finalized in this Task (Task 9). It will consider the initial work done by all parties and will result in finalized economic and fiscal impact analyses considering the developed business and masterplan. Our Impact approach is described below.

To the extent that state and local governments will be participating in the project, part of the return is measured in economic benefits of the project. For this project, it may be important to determine where impacts would occur, as this data can be used to advance the project through the public review and approvals process. It may also be helpful in obtaining final funding grants and ongoing operating support by communicating how the project can help drive demand to the area, how much employment will occur and how much tax revenue will be generated. As such, for this analysis, we will:

- Use the most recent ExPact survey, an excellent survey prepared by Destination Management Association International (DMAI, formerly known as the International Association of Convention and Visitors Bureaus), to estimate direct spending by attendees, associations, exhibitors, and the facility itself, adjusted for local market price indices.
- Identify from where attendance will likely originate.
- Indicate the volume of hotel room nights generated by the project.
- Identify where spending will most likely be captured.
- Use the IMPLAN model (an input-output model of the local economy) to estimate indirect and induced spending and employment impacts of the proposed facility for both the projected events and attendees in a stabilized year of operations, based upon the demand projections and the construction of the facility.

PROPOSAL AND ATTACHMENTS – TECHNICAL

Work Plan, Approach, Methodology, Availability

- Summarize local and state tax structures, including all relevant City, State, County, and other municipal taxes that may be appropriate.
- Project the facility’s impact on City revenue collections, which include retail sales, lodging, restaurants, and any other areas impacted by the project, and determine whether there will be any cannibalization of existing facilities.
- Analyze the impact of the one-time construction activity.

MEETINGS, COMMUNICATIONS, APPROVALS, SCHEDULE MANAGEMENT

Key to developing a widely supported OCFEC Strategic Plan and Master Site Plan will be establishing a defined process that enables clear, transparent and inclusive communication. Our Team’s initial efforts will include working with District Representatives to collaboratively define and document the structure (points of contact and protocols to ensure timely and effective communication), the process, milestones, and schedule for engagement with the OCFEC internal stakeholders, as well as a strategy for timely and appropriate engagement of and communication with the broader public/ community.

The single key to the coordination of the Team’s efforts depends on the strength of our management team who are primarily responsible for the delivery of our services to our Clients. Our management team and the systems that they employ will become an extension of the District’s forces and will coordinate the management of Client meetings, provide constant communications, monitor approvals and schedules to ensure that goals are met. As the primary day-to-day contact, Johnson Consulting will utilize their vast project management experience and understanding of local conditions to ensure a smooth and efficient work planning process.

HOURS				
PROFESSIONAL / FIRM	Johnson Consulting	HPI Architecture	SWA	Total Hours
Project Initiation and Existing Conditions	16	16	16	48
Facilitate Internal Stakeholder Needs and Wants Sessions	30	30	30	90
Facilitate a Thorough Process for Inclusionary Input	20	80	60	160
Define and Evaluate the OCFEC Operations & Needs	60	160	100	320
Vetting Business Opportunities; Business Opportunities	100	30	30	160
Strategic Plan Development	40	40	120	200
Financial Plan and Projections	50	10	10	70
Economic and Fiscal Impacts	50	10		60
TOTAL HOURS	366	376	366	1,108



PROPOSAL AND ATTACHMENTS – FINANCIAL

Financial Proposal Bid Form

FEE SCHEDULE

PROFESSIONAL / FIRM	Johnson Consulting	HPI Architecture	SWA	Total Fees
Project Initiation and Existing Conditions	2,880	2,560	2,560	\$8,000
Facilitate Internal Stakeholder Needs and Wants Sessions	5,400	4,800	4,800	15,000
Facilitate a Thorough Process for Inclusionary Input	3,500	12,400	9,300	25,200
Define and Evaluate the OCFEC Operations & Needs	10,500	24,800	15,500	50,800
Vetting Business Opportunities; Business Opportunities	17,500	4,650	4,650	26,800
Strategic Plan Development	7,000	6,200	18,600	31,800
Financial Plan and Projections	8,750	1,550	1,550	11,850
Economic and Fiscal Impacts	8,750	1,550	0	10,300
TOTAL FEE	64,280	58,510	56,960	\$179,750

SUB-TOTAL FEE **\$179,750**

DIRECT EXPENSES BUDGET (2.5% of Fee) **\$14,380**

TOTAL FEE **\$194,130**

APPENDIX

UNDERSTANDING OF PROJECT OBJECTIVES

We understand that this project will play an important role in justifying the economic strategy for the OC Fair and Event Center (“OCFEC”) over the next decade. The District has envisioned that the OCFEC will continue to be a catalyst for the area’s economic stability. The mission focuses upon continuing to develop an environment that will spur creativity and innovation by capitalizing on the entertainment, educational and recreational site and human resources. The result will promote a culture with the ability to incubate nascent ideas into site advances that may spawn new civic facilities.

The key to this master site planning effort will be to translate the power of this idea into a built environment that will foster and promote this type of experience. Additionally, the project will also focus upon how the positive energy generated from the OCFEC may enhance the vitality of the surrounding community. The future plan must create opportunities for the OCFEC to enhance its role as a community gathering place by offering a supportive mix of uses and spaces that meet the public’s needs.

APPENDIX

BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER MS-12-16

Page 1 of 2

Contractor's Name Johnson Consulting Federal Employer ID [Redacted]
(Full business name)
Address 6 East Monroe, 5th Floor County Cook
City Chicago Zip Code 60603
(Principal place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

Individual Limited Partnership General Partnership X Corporation

Individual (Please check one) Resident Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e. John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) General Partnership Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

[Blank lines for partnership details]

Corporation

A copy of the corporate resolution authorizing the signing of this form must be attached.

Place and date of incorporation Chicago, IL / February 1996

If not a California Corporation in good standing, please state the date the corporation was authorized to do business in California: February 1996

CURRENT OFFICERS:

President: Charles Johnson Vice President:

Secretary: Treasurer:

Other Officers:

All must answer: Are you subject to Federal Backup Withholding? X Yes No

APPENDIX

BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER MS-12-16

Page 2 of 2

Fictitious Name

If Contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP? Yes No

If yes, the Bidder is required to submit a copy of the OSD's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number [redacted]

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the Bidder's organization, owners, officers or employees? Yes No

If yes, please state the case number and agency or court where pending and status of litigation or hearing:

Three horizontal lines for providing case details.

The District reserves the right to verify the information provided on this form by the Bidder under RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Bidder/contractor.

Charles Johnson
(Print Name & Title)

[Handwritten Signature]
(Signature)

8/18/2016
(Date)

If this status form is not completely filled out, signed and submitted with Bidder's response to the RFP, the bid will be rejected as non-responsive.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

Master Planning, Market and Demand Analysis, Financial Analysis, Economic Impact Study

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Elizabeth Shreeve 1.415.836.8770	SWA 301 Battery Street, 2M San Francisco, CA 94111-3203	AICP, ASLA	Master Planning	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Larry Frapwell 949-675-6442	HPI Architecture 115-22nd Street Newport Beach, CA 92663		Community Engagement Facility Condition Assessment	30	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Charles H Johnson

Supplier Profile

State of California Certification



Certification ID : 34932

Legal Business Name

THE HILL PARTNERSHIP INC

Doing Business As (DBA) Name1:

HPI ARCHITECTURE

Doing Business As (DBA) Name2:

Office Phone Number

949/675-6442

Business Fax Number

949/675-4543

Business Web Address

<http://www.hillpartnership.com>
(<http://www.hillpartnership.com>)

Address

115 22ND ST
NEWPORT BEACH
CA 92663

Email:

kathie@hillpartnership.com
(<mailto:kathie@hillpartnership.com>)

Total No. of Employees

24

Business Types:

Service

Notification Preference

Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SB	Approved	04/05/2013	04/30/2017

APPENDIX

C.H. Johnson Consulting, Inc. certifies the following:

That the Bidder does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations of the Bidder as the contracting party under the contract.

Below is a list of those who were involved in developing the proposal.

Mr. Charles H. Johnson, IV
President and CEO
6 East Monroe, 5th Floor
Chicago, IL 60603
312-447-2001
cjohnson@chjc.com

Ms. Elizabeth Shreeve, AICP, ASLA
Principal
swa
301 Battery Street, 2M
San Francisco, CA 94111-3203
415-836-8770
eshreeve@swagroup.com

Ms. Jennifer Hung
Marketing Manager
swa
301 Battery Street, 2M
San Francisco, CA 94111-3203
415-836-8770

Larry Frapwell, Architect
President
HPI Architecture
115 – 22nd Street
Newport Beach, CA 92663
949-675-6442
lfrapwell@hpiarchitecture.com

Ms. Ann Volz
Vice President
Johnson Consulting
25 Pacifica, #5422
Irvine, CA 92618
avolz@chjc.com



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9G

SUBJECT: 32nd DAA Construction Management Options

DATE: September 16, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information item only.

BACKGROUND

The OCFEC Board of Directors instructed the Board Chair and CEO to meet with the Department of General Services (DGS) to investigate what construction management options were available to the Association in addition to California Fairs Financing Authority (CFFA) and DGS.

A meeting was held with DG S, Gonsalves and Son, OC FEC Board Chair Gerardo Mouet and OCFEC CEO Kathy Kramer in Sacramento on April 19, 2016 to discuss this issue.

On September 12, 2016, OCFEC was contacted by the DGS representative and provided the following information:

PCC §10108 provides, in relevant part, when the nature of the work to be performed by a DAA is such that DGS does not believe its services in connection therewith are required, DGS may authorize the DAA to carry out the project directly (i.e. delegate authority), regardless of the estimated project cost. DAAs are not exempt from PCC § 10108, they are exempt from the current \$656,000 (increased from the previous \$634,000 – statute calls for a periodic reassessment, and \$656,000 is the recent increase) project cost limitation identified in PCC §10108.

The other PCC §10108 provisions continue to apply to DAAs. e.g. DGS must continue to determine whether its services are necessary in order to carry out

the project; the DAA must solicit bids and award the work to the lowest responsible bidder if the work exceeds \$25,000; and the DAA cannot utilize day labor in excess of \$50,000.

I confirmed with the staff that receive and review these requests that DGS does not currently receive requests per this provision from DAAs. That may be because of unfamiliarity with the provisions, or as you noted, because CFFA provides a good deal. I'll send the DGS costs for review of PCC §10108 delegation as soon as I hear back.

Staff will continue to work with DGS to obtain costs associated with working directly with DGS if this option is exercised. Staff needs to confirm procedures on project development including contracting with architects, engineers and other consultants.

Additionally, staff will need to understand how the inspection process will work on State property, a function currently fulfilled by CFFA.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 9H

SUBJECT: AB 1907, the anti-sale legislation, has been signed by Governor Brown

DATE: September 16, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information item only.

BACKGROUND

In 2009, then Governor Arnold Schwarzenegger proposed selling the fairgrounds to help shore up the State's budget during the recession. In 2011, a court blocked the proposed sale to a private group. The language allowing the State the ability to sell the fairgrounds remained in the legislation. Repealing this language was a priority for Fair Board members, staff and members of the public to ensure the fairgrounds would not be sold.

With the help of Gonsalves & Son, the Association's legislative representation, AB 1907 was authored and introduced by Assemblyman Tom Daly in February of this year.

On Monday, September 12, Governor Brown signed AB1907 removing the sale language from the legislation. This legislation will go into effect January 1, 2017.

It's a great day for the future of the OC Fair & Event Center. This legislation clears any doubt that has lingered and everyone can clearly focus on the future of the fairgrounds.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 91

SUBJECT: Options Available to the 32nd DAA to Enhance Recruitment and Retention

DATE: September 16, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Gerardo Mouet, Board Chair & Nick Berardino, Vice-Chair

RECOMMENDATION

Authorize staff to work with Cal HR to understand and develop options to enhance Recruitment and Retention.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9J

SUBJECT: Board of Directors Nominating Task Force
Recommendation and Election of Board Officers

DATE: September 16, 2016

FROM: Director Tkaczyk and Director La Belle

PRESENTATION BY: Director Tkaczyk and Director La Belle

RECOMMENDATION

Review and approve the Nominating Task Force recommendations for Chair and Vice Chair of the Board of Directors for 2016 – 2017.

BACKGROUND

In June, a two person task force of the Board was appointed by the Board Chair to make a recommendation for Officers of the Board for the upcoming year.

The new Board Chair and Vice Chair will assume leadership after the October 27, 2016 Board meeting.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016

ITEM NUMBER: 9K

SUBJECT: Board of Directors Governance Training & Team Building October Meeting

DATE: September 16, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Approve conducting a half-day training session as part of the October Board Meeting during the afternoon of October 27, 2016.

BACKGROUND

One of the recommendations in the Organizational Needs Assessment was to conduct training for the Board of Directors and Executive Team. It was suggested that this training happen once a new CEO and Executive Team were in place. We now have a full Board of Directors in place as well as the Executive Team.

As a training material resource, the Fairs and Exhibitions Division of CDFA has developed Board of Director and CEO training materials that are available to us.

Staff will work with Board leadership to determine appropriate training materials for October training session.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2016 ITEM NUMBER: 9L

SUBJECT: 2016 OC Fair Presentation

DATE: September 16, 2016

FROM: Michele Richards, VP – Business Development

PRESENTATION BY: Michele Richards, VP – Business Development

RECOMMENDATION

Information item

BACKGROUND

Staff will present a recap of the 2016 OC Fair.