



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
Monday, July 8, 2013
9:00 a.m.

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

Board of Directors

Douglas La Belle, Board Chair
Stan Tkaczyk, Vice Chair
Joyce Tucker, Member Ali Jahangiri, Member
David Ellis, Member Nick Berardino, Member
Kristina Dodge, Member Gerardo Mouet, Member
Ashleigh Aitken, Member

Secretary-Treasurer

Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel

Roger Grable
Manatt, Phelps and Phillips

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 Reference: 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

6. MATTERS OF PUBLIC COMMENT - Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes. 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.

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. CONSENT CALENDAR: (Policy Reference: 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 by category in the order listed below. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

A. Standard Agreements: SA-11-13GE; SA-137-13FT; SA-144-13VA; SA-177-13SP; SA-180-13SP; SA-199-13GE; SA-200-13PA; SA-201-13PA; SA-202-13PA; SA-203-13FT; SA-204-13FT; SA-205-13PA; SA-206-13PA; SA-207-13PA; SA-208-13FT; SA-209-13PA; SA-210-13SP; SA-211-13SP; SA-212-13LS; SA-213-13FT; SA-214-13GE; SA-215-13FT; SA-216-13FT; SA-217-13FT; SA-218-13SP; SA-219-13SP; SA-220-13SP; SA-221-13GE; SA-222-13GE; SA-223-13LS; SA-224-13FT; SA-225-13FT; SA-226-13SP; SA-227-13FT; SA-228-13SP; SA-229-13SP; SA-230-13SP; SA-231-13GE

B. Amendments: SA-158-10GL; SA-57-12HB; SA-24-13PS

C. Rental Agreements: none

D. Commercial Agreements: 24570; 23571

E. Platinum Partners: 23020; 23137; 23199; 23321; 23379; 23451; 23481; 23507;
23543; 23636; 23638; 23642

-End of Consent Calendar-

8. GOVERNANCE PROCESS

A. Authorize CFFA to Contract for Phase II of Pacific Amphitheatre Renovation
Action Item

B. Review Proposal from Roy Englebrecht Promotions
Action Item

C. Review OC Fair Preservation Society's Proposed Amendments to SB-741
Action Item

9. BOARD OF DIRECTORS MATTERS OF INFORMATION

10. NEXT BOARD MEETING: TBD

11. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center

A handwritten signature in black ink, appearing to read "Doug Lofstrom". The signature is stylized with large, sweeping loops and a prominent initial "D".

Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OC FEC

Date of notice: 5:00 p.m. June 27, 2013

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JULY 8, 2013**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-11-13GE	James Elliott Entertainment	"Queen Nation" in The Hangar (originally approved during 10/12 Board Meeting; amount revised from \$3,000.00 to \$2,500.00)	Fair	08/07/13		\$2,500.00
SA-137-13FT	RLM Provisions LLC	Canning, preserving and beer making display & demonstrations	Fair	07/12/13 - 08/11/13		\$5,175.00
SA-144-13VA	James Collum	Featured Artist in the Visual Arts Gallery	Fair	07/10/13 - 08/12/13		\$500.00
SA-177-13SP	Diamond Wireless, LLC	Sponsorship & Premium Space	Fair	07/12/13 - 08/11/13	\$35,000.00	
SA-180-13SP	Orange County Register	Sponsorship	Fair	07/12/13 - 08/11/13	\$71,948.00 (Trade) \$30,515.00 (Cash)	
SA-199-13GE	Chiarello Media Group, LLC f/s/o Michael Chiarello	"Michael Chiarello" in Hangar Building	Fair	08/01/13		\$20,000.00
SA-200-13PA	B.I.B. Touring, Inc. f/s/o Bridgit Mendler	"Bridgit Mendler" in Pacific Amphitheatre	Fair	07/24/13		\$77,200.00
SA-201-13PA	Dirty Heads Touring, Inc. f/s/o Dirty Heads	"The Dirty Heads" in Pacific Amphitheatre	Fair	07/28/13		\$44,000.00
SA-202-13PA	Rebelution, LLC f/s/p Rebelution	"Rebelution" in Pacific Amphitheatre	Fair	08/09/13		\$47,000.00
SA-203-13FT	Statewide Seating and Grandstands, Inc.	Rental of portable bleachers in Livestock area	Fair	07/08/13 - 08/12/13		\$7,600.00
SA-204-13FT	Yale/Chase Equipment and Services	Electric Cart Rentals	Fair	06/17/13 - 08/30/13		\$29,500.00
SA-205-13PA	Wall E, LLC f/s/o Chris Wallace	"Chris Wallace" in Pacific Amphitheatre	Fair	07/20/13		\$5,000.00
SA-206-13PA	Matisyahu Music, Inc. f/s/o Matisyahu	"Matisyahu" in Pacific Amphitheatre	Fair	08/09/13		\$43,000.00
SA-207-13PA	Ineffable Music Group, LLC f/s/o Collie Buddz	"Collie Buddz" in Pacific Amphitheatre	Fair	08/09/13		\$5,000.00
SA-208-13FT	United Rentals	Light Tower Rental	Fair	06/28/13 - 08/15/13		\$9,587.18
SA-209-13PA	Girl In A Coma	"Girl In A Coma" in Pacific Amphitheatre	Fair	07/25/13		\$7,500.00
SA-210-13SP	Hyatt Regency Newport Beach	Sponsorship	Fair	07/12/13 - 07/01/14	\$8,365.00 (Trade)	
SA-211-13SP	Hampton Inn & Suites Santa Ana/Orange County Airport	Sponsorship	Fair	07/12/13 - 07/01/14	\$1,393.00 (Trade)	
SA-212-13LS	Great American Entertainment Company	Ag-Ventureland in Kids' Area	Fair	08/07/13 - 08/11/13		\$5,000.00
SA-213-13FT	Premster Productions	Merchandise Sales Coordination	Fair	07/12/13 - 08/11/13		\$49,000.00

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JULY 8, 2013**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-214-13GE	7Horse Music, Ltd. f/s/o dada	"dada" in the Hangar Building	Fair	07/21/13		\$10,000.00
SA-215-13FT	Williams Scotsman, Inc.	Restroom Trailers	Fair	07/01/13 - 08/15/13		\$29,000.00
SA-216-13FT	S & S Portable Services, Inc.	Rental - Temporary Fencing	Fair	06/17/13 - 08/28/13		\$21,180.09
SA-217-13FT	Hi-Way Safety Rentals, Inc.	Electronic Traffic Message Boards	Fair	07/08/13 - 08/18/13		\$7,500.00
SA-218-13SP	DirecTV dba Satellite Pro's c/o Brandmuscle	Sponsorship & Premium Space	Fair	07/12/13 - 08/11/13	\$28,000.00	
SA-219-13SP	Bolt Public Relations on behalf of Winder Farms	Sponsorship	Fair	07/13/13 - 07/14/13	\$5,000.00	
SA-220-13SP	HD Supply Repair & Remodel Co.	Mobile Marketing Tour	Fair	07/12/13	\$2,000.00	
SA-221-13GE	Edward Russell	Russell Brothers Circus	Fair	07/11/13 - 08/11/13		\$18,400.00
SA-222-13GE	Edward Russell	Let's Play Circus	Fair	07/12/13 - 08/11/13		\$3,450.00
SA-223-13LS	Westminster FFA	Livestock Clean Up and Tear Down	Fair	07/21/13 - 07/22/13		\$1,500.00
SA-224-13FT	Modspace	Office Trailer Rentals	Fair	07/02/13 - 08/16/13		\$7,228.20
SA-225-13FT	Diamond Environmental Services	Rental - Portable Restrooms	Fair	06/27/13 - 08/14/13		\$4,981.52
SA-226-13SP	Lewis Media Partners on behalf of 300 Anaheim	Sponsorship	Fair	07/11/13 - 08/11/13	\$5,000.00	
SA-227-13FT	Quinn Company dba Quinn Power Systems	Rental - Generators	Fair	07/03/13 - 08/15/13		\$7,950.00
SA-228-13SP	Event Partnership, LLC, on behalf of Vons/Safeway Inc.	Sponsorship	Fair	07/12/13 - 08/11/13	\$62,500.00	
SA-229-13SP	A White and Yellow Cab, Inc. dba 1(800)4MYTAXI	Sponsorship	Fair	07/12/13 - 08/11/13	\$3,500.00	
SA-230-13SP	Infinity Marketing Team, Inc. on behalf of Hewlett-Packard	Sponsorship	Fair	07/25/13 - 07/27/13	\$10,000.00	
SA-231-13GE	Pyro Engineering, Inc.	Pyrotechnic Sky Display over Main Mall	Fair	7/10/2013 - 8/12/13		\$74,750.00

Amendments

SA-158-10GL Amend #5	Production Resource Group	LED Video Equipment Support System for the Hangar Building	Fair	07/05/13 - 08/17/13		\$37,426.86
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**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JULY 8, 2013**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-57-12HB Amend #2	XL Video, Inc. (Hangar)	LED Video Equipment Rental for the Hangar Building	Fair	07/08/13 - 08/14/13		\$112,970.00
SA-24-13PS Amend #2	Loomis Armored US, LLC	Incorporate revised terms regarding contractor liability	Year Round	01/10/13 - 12/31/13		\$0.00

Interagency Agreements

None						
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CONTRACTOR AGREES (CONT):

- G. To refer to the venue as "The Hangar at the OC Fair" in all advertising and/or communications, including but not limited to email, website, and any/all social media outlets.
- H. The Hangar stage will be used by community performers during the day, in advance of Contractor performance. The stage will be clear and the venue vacated two (2) hours in advance of performance for load in and sound check. Doors for the event will be approximately 60 minutes prior to scheduled performance time.
- I. To give notification of merchandise sales at least three (3) business days in advance of the performance date.
- 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.

STATE AGREES:

- A. To provide the Hangar Building stage, lights and sound (backline not included).
- B. To provide a 10' x 20' dressing room trailer in the backstage area.
- C. To provide a deli style meal, bottled water and soft drinks for eight (8) band members, crew and management.
- D. To provide complimentary parking and admission for band members, crew and management.
- E. To provide sixteen (16) complimentary admission tickets to the performance upon request. Parking not included.
- F. To provide promotion and advertising as part of the 2013 OC Fair collateral material.
- G. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon satisfactory completion of services herein required on Wednesday, August 7, 2013.

CONTRACT NUMBER SA-137-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1291119		

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 . RLM PROVISIONS LLC
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2. The agreement term is from **07/12/13** through **08/11/13**

3. The maximum amount payable is \$ **5,175.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,175.00**

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

CONTRACTOR AGREES:

- A. To provide canning, preserving and beer making display and demonstrations July 12 – August 11 in the Exhibit Promenade at the 2013 OC Fair.
- B. To provide three (3) fifteen minute (15) and two (2) thirty to forty (30-40) minute demonstrations for Fair guests during the following hours:
Wednesday - Sunday from 1:00 p.m. – 9:00 p.m.
- C. To provide staff to conduct demonstrations and answer questions from patrons during demonstration hours.
- D. To process volunteers through Megan's Law Screening & Certification.
- E. To provide tools and supplies for demonstrations and display.

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME RLM PROVISIONS LLC			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Ernest Miller			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 240 N. Poplar Ave. Montebello, CA 90640 (562) 365-4979			
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

CONTRACTOR AGREES:

F. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide demonstration, exhibit and retail space in the Exhibit Promenade.
- B. To provide storage, refrigerator, sink, work tables and display props as necessary.
- C. To allow Contractor to sell pre-approved preserved food products made by the Contractor.
- D. To provide necessary admission credentials and parking passes to the Contractor.
- E. To provide signage with name and contact information of Contractor.
- F. To pay Contractor a total sum not to exceed FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$5,175.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

CONTRACT NUMBER SA-144-13VA	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 . JAMES COLLUM
--	--

2. The agreement term is from **07/10/13** through **08/12/13**

3. The maximum amount payable is \$ **500.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **500.00**

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

CONTRACTOR AGREES:

- A. To loan photographs to the District from the series "Before the Maddening Crowd" and other works to be determined. Photographs shall be displayed in the Visual Arts Gallery July 12 – August 11 at the 2013 OC Fair.
- B. To provide a checklist of photographs and other works loaned. Checklist to include title, medium, sale price and insurance value.
- C. To provide a statement, brief bio, and photograph of the artist for publication.
- D. To deliver artwork to the Visual Arts Gallery by or on July 10.
- E. To remove de-installed photographs and other works from the Visual Arts Gallery on August 12.
- 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.

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME JAMES COLLUM			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING James Collum			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 646 Redwood Drive, Felton, CA 95018 (831) 566-3999			
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

STATE AGREES:

- A. To install artwork and exhibit the artwork July 12 – August 11 at the 2013 OC Fair in the Visual Arts Gallery.
- B. To properly label all exhibited artwork.
- C. To provide and install a printed wall statement and wall title graphic.
- D. To uninstall artwork for exhibitor on August 12.
- E. To provide necessary admission credentials and parking passes to the Contractor.
- F. To provide Contractor with purchase request information from OC Fair patrons.
- G. To pay Contractor a total sum not to exceed FIVE HUNDRED DOLLARS (\$500.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

CONTRACT NUMBER SA-177-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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 . DIAMOND WIRELESS LLC
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2. The agreement term is from 07/12/13 through 08/11/13

3. The maximum amount payable is \$ **35,000.00 CASH SPONSORSHIP** pursuant to the following charges:
 Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other **\$35,000.00 CASH SPONSORSHIP**

4. Payment Terms (*Note: All payments are in arrears.*) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$35,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Diamond Wireless LLC ("Sponsor") and the OC Fair & Event Center ("District") as of the 8th day of June 2013.

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*) **Exhibit A 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME DIAMOND WIRELESS LLC			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, President & CEO		PRINTED NAME AND TITLE OF PERSON SIGNING Joe Chavis, Director of Sales for Southern California			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 26582 Lucinda, Mission Viejo, CA 92691 (801) 910-3445			
FUND TITLE Operating	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair from July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) as a fee for both premium space (\$16,000) and sponsorship (\$19,000), due upon execution of this agreement. Payment in full must be received no later than July 1, 2013.
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 staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated spaces.
 - b. Any staff working more than five (5) days at the 2013 OC Fair will be provided a photo credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operating hours. Prior to reporting to the badging office, the required paper must be submitted to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - c. Any staff working fewer than five (5) days will be provided single-day admission tickets.
 - d. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to CPMG by 5:00 p.m. each Friday. CPMG will deliver the appropriate number of single-day admission tickets to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
6. To have its displays fully staffed by uniformed representatives:
 - a. 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 2013 OC Fair.
 - b. By 11:30 a.m and open to the public from 12:00 p.m. to at least 11:00 p.m. on each Wednesday, Thursday and Friday of the 2013 OC Fair.
7. That mobile tours and other exhibitors may be near the designated spaces.
8. To abide by the rules and regulations included in the 2013 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.
9. 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.
10. To provide Certificate 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide one (1) 10'x10' booth space at Plaza Arts Stage Lawn and two (2) 8'x10' booth spaces (#: 616, 716) inside the Costa Mesa Building (Building 10) during all twenty-three (23) days of the 2013 OC Fair.
2. To provide one (1) 10'x10' canopy for space located at Plaza Arts Stage Lawn.
3. To provide:
 - a. One (1) 24"x32" branded floor decal to display in front of booths located inside of Building 10. Decal to be designed, produced and installed by the OC Fair & Event Center. Logo to be provided by Sponsor.
 - b. One (1) 4'x2' branded sign to display over booths located inside of Building 10. Signage to be designed, produced and installed by the OC Fair & Event Center. Logo to be provided by Sponsor.
4. To include the Sponsor logo in all applicable 2013 OC Fair collateral including the OC Fair Brochure, Daily Schedule, Souvenir Program, etc. (pending deadlines).
5. To include the Sponsor logo in all applicable 2013 OC Fair print advertising (pending deadlines).
6. To include the Sponsor logo in the @The Fair e-newsletter, summer issue (pending deadlines).
7. To include the Sponsor logo on the 2013 OC Fair website with a link to the Sponsor website.
8. To provide twenty (20) 2013 OC Fair Photo Credentials for working staff.
9. To provide ninety-two (92) 2013 OC Fair Courtesy Credentials for working staff.
10. To provide twenty (20) 2013 OC Fair Parking Hang Tags for working staff.
11. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
12. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
13. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances) Terrance Level (pre-order deadlines & availability apply).
14. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at space #616, 716 inside the Costa Mesa Building (Building 10).

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-180-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.




SUBMIT CHECK (IF APPLICABLE) 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 checked="" type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input type="checkbox"/> ATTACHED	<input type="checkbox"/> CERTIFIED SMALL BUSINESS
CCCs <input checked="" type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input type="checkbox"/> ATTACHED	CERTIFICATE NUMBER
<input type="checkbox"/> DVBE _____ % <input checked="" type="checkbox"/> N/A <input type="checkbox"/> GFE	
<input type="checkbox"/> Late reason _____	
<input type="checkbox"/> Public Works Contractor's License _____	
<input checked="" type="checkbox"/> Exempt from bidding Sponsorship _____	

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**.**ORANGE COUNTY REGISTER**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is **\$ 71,948.00 TRADE VALUE & \$30,515.00 CASH VALUE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$71,948.00 TRADE VALUE & \$30,515.00 CASH VALUE**4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER **\$ 71,948.00 TRADE VALUE & \$30,515.00 CASH VALUE**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**This sponsorship agreement is entered into by and among Orange County Register ("Sponsor") and the OC Fair & Event Center ("District") as of the 8th day of June 2013.**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*) **Exhibit A 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME ORANGE COUNTY REGISTER			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Lelani Kroeker, Vice President of Marketing			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 625 N. Grand Avenue, Santa Ana, CA 92701 (714) 796-7700			
FUND TITLE Operating	ITEM 4375-87	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair from July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide \$35,000 in trade advertising to the OC Fair at the \$30,950.00 contract rate.
3. To work with the OC Fair Marketing Department to make Sponsor's best effort to provide optimum advertising placement in the Sections listed on the 2013 Media Plan.
4. To provide OC Register rack cards promoting the 2013 OC Fair from June 27 through July 11, 2013 (two (2) weeks prior to the OC Fair). Rack cards must include both OCR/OC Fair promotion creative only.
5. 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.
6. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
7. To fully staff one (1) 10' x 20' space at Plaza Arts Stage lawn for all twenty-three (23) days of the 2013 OC Fair.
8. The staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated spaces.
 - b. Any staff working more than five (5) days at the 2013 OC Fair will be provided a photo credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operating hours. Prior to reporting to the badging office, the required paperwork must be submitted to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - c. Any staff working less than five (5) days will be provided single-day admission tickets.
 - d. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening(s), etc.) to CPMG by 5:00 p.m. each Friday. CPMG will deliver the appropriate number of single-day admission tickets to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
9. To have its display fully staffed by uniformed representatives
 - a. 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 2013 OC Fair dates.
 - b. By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
10. That mobile tours and other exhibitors may be near the designated space.
11. 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, during or following the Term.
12. To obtain all appropriate permits from the OC 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/or permits, and comply with all such reasonable requests as made by the District prior to, during or following the 2013 OC Fair.

DISTRICT AGREES:

1. To purchase \$30,950.00 in print and online advertising through Sponsor to promote the 2013 OC Fair.
2. To purchase \$5,998 in advertising through Sponsor to promote the 2013 Youth Expo Experience.
3. To provide space for one (1) 10'x20' space at Plaza Arts Stage lawn for all twenty-three (23) days of the 2013 OC Fair.
4. To offer "Register Connect" members the following, as mutually agreed between Sponsor and District:
 - a. Lot F parking passes for contest winners.
 - i. One (1) Lot F parking pass for each of the 23 days of the 2013 OC Fair. Execution of contest and distribution to winner to be mutually agreeable between Sponsor and District.
 - b. Discounted OC Fair admission tickets through promotional coupon.
 - i. \$5 discount for up to five (5) tickets purchased before 5:00 p.m. Wednesday through Friday (5x5x5 promotion).
 - ii. Creative to be produced by the District.
 - iii. Execution of promotion to be mutually agreeable between Sponsor and District.
5. To include the Sponsor logo in all applicable 2013 OC Fair collateral including the OC Fair Brochure, Souvenir Program, etc. (pending deadlines).
6. To include the Sponsor logo in all applicable 2013 OC Fair print advertising.
7. To include the Sponsor logo in the @The Fair e-newsletter, summer issue (pending deadlines).
8. To include the Sponsor logo on the 2013 OC Fair website with a link to the Sponsor website throughout the Term.
9. To provide four hundred (400) 2013 OC Fair Admission Passes.
10. To provide one thousand (1,000) 2013 OC Fair Admission Passes at a cost of \$5.00 each.
11. To provide five thousand (5,000) 2013 OC Fair Admission Passes at a cost of \$5.00 each to be used for subscription acquisition purposes.
12. To provide four (4) OC Fair Super Passes at a cost of \$35 each.
13. To provide seventy-five (75) 2013 OC Fair F Lot Parking Passes.
14. To provide seventy-five (75) 2013 OC Fair F Lot Parking Passes at a cost of \$5.00 each.
15. To provide eighty-four (84) Carnival Ride Cards (three [3] rides per card).
16. To provide two (2) seats to each of two (2) concerts at the Pacific Amphitheatre during the 2013 OC Fair season (available concerts subject to availability).
17. To provide two (2) Reserved tickets to each event at the Action Sports Arena.

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, August 1, 2013.

Note: Artist will not receive payment on August 1st if a fully signed contract has not been received by the District.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R _____ A _____ F _____

AGREEMENT NUMBER

SA-200-13PA

REGISTRATION NUMBER

1290878

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

B.I.B. TOURING, INC. f/s/o BRIDGIT MENDLER

2. The term of this Agreement is: **07/24/13** through **07/24/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$75,000.00 Flat (Plus backline needs not to exceed \$2,200.00)**

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 Bridgit Mendler on stage at the Pacific Amphitheatre on Wednesday, July 24, at 8:00 p.m. for the 2013 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
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement is attached hereto as part of this agreement.	Pages 10 – 13
Exhibit F – Additional Provisions – CCC-307 is attached and forms part of this agreement.	Pages 14 – 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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

B.I.B. TOURING, INC. f/s/o BRIDGIT MENDLER

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Nick Meinema, The Agency Group, Ltd.

TALENT AGENCY I.D. #

44577

ADDRESS

**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)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

32nd DAA, State of California to issue check upon satisfactory completion of work herein required on Wednesday, July 24, 2013.

Note: Artist will not receive payment on July 24th if a fully signed contract has not been received by the District.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER

SA-201-13PA

REGISTRATION NUMBER

1290923

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

DIRTY HEADS TOURING, INC. f/s/o THE DIRTY HEADS

The term of this Agreement is: **07/28/13** through **07/28/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$40,000.00 Guaranteed (\$41,000.00 at 6,000 tickets sold; \$42,000.00 at 6,500 tickets sold; \$43,000.00 at 7,000 tickets sold, and \$44,000.00 at 7,500 tickets sold)**

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 Dirty Heads on stage at the Pacific Amphitheatre, Sunday, July 28, at 6:00 p.m. for the 2013 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
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit F – Additional Provisions – CCC-307 (Attached hereto as part of this agreement)	Pages 14 – 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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

DIRTY HEADS TOURING, INC. f/s/o THE DIRTY HEADS

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

c/o Josh Humiston, APA, Inc.

TALENT AGENCY I.D. #

364

ADDRESS

**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

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

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 28, 2012.

Note: Artist will not receive payment on July 28th if a fully signed contract has not been received by the District.

AGREEMENT NUMBER SA-202-13PA
REGISTRATION NUMBER 1291243

- 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
REBELUTION, LLC f/s/o REBELUTION
- The term of this Agreement is: **08/09/13** through **08/09/13** FED ID: XXXXXXXXXX
- The maximum amount of this Agreement is: **\$35,500.00 Guarantee (\$37,375.00 at 5,500 tickets; \$39,250.00 at 6,000 tickets; \$41,125.00 at 6,500 tickets sold, and \$43,000.00 at 7,000 tickets sold) PLUS \$4,000 production 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 Rebelution on stage at the Pacific Amphitheatre, Friday, August 9, at 6:30 p.m. for the 2013 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
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement is attached hereto as part of this agreement.	Pages 10 – 13
Exhibit F – Additional Provisions – CCC-307 is attached and forms part of this agreement.	Pages 14 – 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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) REBELUTION, LLC f/s/o REBELUTION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Aaron Pinkus, Paradigm	TALENT AGENCY I.D. # 3565	
ADDRESS 404 West Franklin Street, Monterey, CA 93940 (831) 375-4889		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:


32nd DAA, State of California will issue check upon satisfactory completion of work herein required on Friday, August 9, 2013.

Note: Artist will not receive payment on August 9th if a fully signed contract has not been received by the District.

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER SA-203-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 
REGISTRATION NUMBER 1294484		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CHECK 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
CCCs <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED	CERTIFICATE NUMBER _____
<input type="checkbox"/> DVBE _____ % <input type="checkbox"/> N/A <input type="checkbox"/> GFE	
<input type="checkbox"/> Late reason _____	
<input type="checkbox"/> Public Works Contractor's License _____	
<input type="checkbox"/> Exempt from bidding _____	

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**STATEWIDE SEATING & GRANDSTANDS, INC.**2. The agreement term is from **07/08/13** through **08/12/13**3. The maximum amount payable is \$ **7,600.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **7,600.00**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**CONTRACTOR AGREES:**

A. To rent portable bleachers to the District from July 8, 2013 to August 12, 2013, at a rate of seven thousand six hundred dollars (\$7,600.00), which includes delivery, removal, labor, material, licensing fees, and any sales tax.

B. To use the following schedule as the basis by which to deliver and pick-up the portable bleachers:

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME STATEWIDE SEATING & GRANDSTANDS, INC.			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Amanda Daniels, Vice President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS P.O. Box 99031, San Diego, CA 92169 (619) 239-4040			
FUND TITLE Operating	ITEM Distribution	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 			DATE SIGNED

SA-203-13FT
STATEWIDE SEATING & GRANDSTANDS, INC.
PAGE 2

1. To provide one (1) 15' long x 5 rows of seating at the Livestock Ranch Lawn. Delivery and set-up on July 8th and pick-up on August 12th.
 2. To provide two (2) 60' long x 11 rows of seating at the Pig Races in Livestock. Delivery and set-up on July 8th and pick-up on August 12th.
 3. To provide two (2) 15' long x 5 rows of seating at the Livestock North Tent. Delivery and set-up on July 29th and pick-up on August 12th.
 4. To provide one (1) 15' long x 5 rows of seating at the Livestock Swine Tent. Delivery and set-up on July 29th and pick-up on August 5th.
- C. Temporary bleachers to be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
- D. Temporary bleachers to be constructed of wood decks, aluminum seats and steel rails with 4" picket across the back and around the sides.
- E. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43964.
- F. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the District of a further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To pay the Contractor a total amount not to exceed SEVEN THOUSAND SIX HUNDRED DOLLARS (\$7,600.00) based upon the rates as shown in the Contractor's quote dated May 28, 2013.
- B. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

AGREEMENT NUMBER SA-204-13FT
REGISTRATION NUMBER 1291147

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

YALE/CHASE EQUIPMENT AND SERVICES, INC.

2. The term of this Agreement is: **06/17/13** through **08/30/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$ 29,500.00**

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

Exhibit A – Scope of Work – To provide electric and gas powered rental carts for the 2013 OC Fair. Pages 1 – 3
 See Page 2 for additional Scope of Work.

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 – 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.) YALE/CHASE EQUIPMENT AND SERVICES, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael Ketelsleger, Used Sales/Rental Manager		
ADDRESS 2615 Pellissier Place, City of Industry, CA 90601 (562) 463-8084		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. Contractor to provide twenty four (26) electric powered rental carts according to the specifications listed below.

1. Electric Carts

Location	Deliver	Pick-Up	Item
Community Relations	6/17/2013	8/16/2013	1 - step saver electric cart
Event Operations	6/17/2013	8/29/2013	2 - 4 passenger flatbed electric carts with pintle hooks
Commercial & Concessions	6/17/2013	8/16/2013	1 - step saver electric cart
Commercial & Concessions	6/17/2013	8/16/2013	1 - 2 passenger electric cart with windshield and front, top and back enclosed
Community Relations	6/17/2013	8/15/2013	1 - 4 passenger flatbed cart
Technology	6/17/2013	7/15/2013	1- step saver electric cart
Visual Arts Department - Building #14	6/18/2013	8/16/2013	1 - 4 passenger flatbed electric cart
Production	6/19/2013	8/16/2013	2 - 2 passenger flatbed electric cart
Administration	6/24/2013	8/16/2013	1 - step saver electric cart
Creative Services - Maintenance Yard	6/24/2013	8/23/2013	1 - 4 passenger flatbed electric cart
Gate Operations	6/24/2013	8/16/2013	1 - 4 passenger flatbed electric cart
Pacific Amphitheatre	6/26/2013	8/28/2013	2 - 4 passenger flatbed electric carts
Pacific Amphitheatre - Merchandise	6/26/2013	8/28/2013	1 - 2 passenger flatbed electric cart
Fun Zone - Tent	6/27/2013	8/15/2013	1 - 4 passenger flatbed electric cart
Facilities	7/1/2013	8/30/2013	2 - 2 passenger flatbed electric carts with pintle hooks
Guest Services Office	7/1/2013	8/13/2013	2 - 6 passenger electric cart (rear seat to fold down for extra cargo space)
Campground Supervisor	7/2/2013	8/16/2013	2 - step saver electric cart
Grandstand Arena	7/2/2013	8/13/2013	1 - 4 passenger flatbed electric cart (2 seats to fold down for extra cargo space)
Guest Relations	7/5/2013	8/14/2013	2 - 4 passenger electric powered carts with strobe light
Technology	8/10/2013	8/16/2013	1- step saver electric cart

- B. Cost includes delivery and pick-up.
- C. Delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in number one (1) above, unless agreed upon by the District.
- D. Contractor will be charged \$20.00 per unit per day storage for equipment left beyond pick-up date, without prior written approval from the District.
- E. Carts are to be serviced and in good working order prior to being delivered to the District (i.e. all parts in place and working, oil checked, batteries charged, tires in good shape and all fluids at proper level, etc.)
- F. Carts requiring repair will be serviced within 24 hours of Contractor being notified. If repairs cannot be made within the time frame, a replacement cart must be provided.
- G. All carts will be inspected by a District representative upon delivery and pick-up. Contractor's driver will be required to wait while the carts are inspected and sign off on the inspection report.
- 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 this contract.

STATE AGREES:

- A. To maintain the water level in the batteries.
- B. To take responsibility for any damage to the cart after it is delivered, this includes missing parts, such as caps or parts that might have fallen off after an accident.
- C. To make service calls for repairs and place the cart requiring repair in the Maintenance Yard.
- D. To pay the Contractor a total sum not to exceed TWENTY NINE THOUSAND FIVE HUNDRED (\$29,500.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice(s).

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER

SA-205-13PA

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

1291237

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**.**WALL E, LLC f/s/o CHRIS WALLACE**2. The agreement term is from **07/20/13** through **07/20/13**3. The maximum amount payable is \$ **5,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00** (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.

 ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To provide the entertainment performer Chris Wallace in the Pacific Amphitheatre on Saturday, July 20, at 8:00 p.m. in support of Emblem 3 for the 2013 OC Fair.
- B. To comply with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).
- C. To adhere to the stipulations presented in attached, "The Pacific Amphitheatre Performance Offer."
- 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.

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) **Exhibit D; Exhibit E, and Exhibit F – CCC 307 attached hereto and included with agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED

CONTRACTOR'S NAME

WALL E, LLC f/s/o CHRIS WALLACE

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Manning, Creative Artists Agency

ADDRESS

**2000 Avenue of the Stars, Los Angeles, CA 90067
(424) 288-2000**

FUND TITLE

Operating

ITEM

5780-70

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

SA-205-13PA
WALL E, LLC f/s/o CHRIS WALLACE
PAGE 4

STATE AGREES:

A. To pay Contractor a total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) upon satisfactory completion of services herein required on July 20, 2013.

AGREEMENT NUMBER SA-206-13PA
REGISTRATION NUMBER 1291292

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

MATISYAHU MUSIC, INC. f/s/o MATISYAHU

2. The term of this Agreement is: **08/09/13** through **08/09/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$35,500.00 Guarantee (\$37,375.00 at 5,500 tickets sold; \$39,250.00 at 6,000 tickets sold; \$41,125.00 at 6,500 tickets sold, and \$43,000.00 at 7,000 tickets sold)**

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 Matisyahu on stage at the Pacific Amphitheatre, Friday, August 9, at 6:30 p.m. for the 2013 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
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 10 – 13
Exhibit F – Additional Provisions – CCC-307 (Attached hereto as part of this agreement)	Pages 14 – 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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) MATISYAHU MUSIC, INC. f/s/o MATISYAHU		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING David Klein, Creative Artists Agency	TALENT AGENCY I.D. # 40240	
ADDRESS 2000 Avenue of the Stars, Los Angeles, CA 90067 (424) 288-2000		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

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 9, 2013.

Note: Artist will not receive payment on August 9th if a fully signed contract has not been received by the District.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-207-13PA	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1291477		

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 . INEFFABLE MUSIC GROUP, LLC f/s/o COLLIE BUDDZ
--	---

2. The agreement term is from **08/09/13** through **08/09/13**

3. The maximum amount payable is \$ **5,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00** (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.

ADDITIONAL PAGES ATTACHED

CONTRACTOR AGREES:

- A. To provide the entertainment performer Collie Buddz in the Pacific Amphitheatre on Friday, August 9, at 6:30 p.m. in support of Rebelution at the 2013 OC Fair.
- B. To comply with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).
- C. To adhere to the stipulations incorporated herein as "The Pacific Amphitheatre Performance Offer."
- 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.

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) **Exhibit D; Exhibit E, and Exhibit F – CCC 307 attached hereto and included with 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 INEFFABLE MUSIC GROUP, LLC f/s/o COLLIE BUDDZ			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Aaron Pinkus, Agent, Paradigm Agency			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 404 West Franklin Street, Monterey, CA 93940 (831) 375-4889			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

STATE AGREES:


A. To pay Contractor a total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) upon satisfactory completion of services herein required on August 9, 2013.

Note: Artist will not receive payment on August 9th if a fully signed contract has not been received by the District.

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER SA-208-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 
REGISTRATION NUMBER 1294533		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CHECK 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
CCCs <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED <input type="checkbox"/> 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 **State**.**32ND DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**UNITED RENTALS**2. The agreement term is from **06/28/13** through **08/15/13**3. The maximum amount payable is \$ **\$9,587.18** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **9,587.18**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**CONTRACTOR AGREES:**

A. To rent portable light towers to the District from June 28, 2013 to August 15, 2013, at a rate of nine thousand five hundred eighty-seven dollars and eighteen cents (\$9,587.18), which includes delivery, removal, labor, fuel, environmental costs, fees, and any sales tax.




B. To provide the following equipment:

a. 20 Light Towers – Parking Department 06/28/13 – 08/15/13

b. 1 Light Tower – Grandstand Arena 07/15/13 – 07/22/13

C. To deliver the units full of fuel.

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		UNITED RENTALS			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Eunji Yoo, Orange County Territory Manager			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		16300 Gothard Street, Huntington Beach, CA 92647			
		(949) 581-7712			
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
					

- D. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43988.
- 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.

STATE AGREES:

- A. To return the units full of fuel.
- B. To pay Contractor a total amount not to exceed NINE THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTEEN CENTS (\$9,587.18) based upon the rates as shown in the Contractor's quote dated May 21, 2013.
- C. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-209-13PA	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1291521		

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 . GIRL IN A COMA
--	--

2. The agreement term is from **07/25/13** through **07/25/13**

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

CONTRACTOR AGREES:

- A. To provide the entertainment performer Girl In A Coma in the Pacific Amphitheatre on Thursday, July 25, at 7:30 p.m. in support of Joan Jett And The Blackhearts at the 2013 OC Fair.
- B. To comply with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).
- C. To adhere to the stipulations incorporated herein as "The Pacific Amphitheatre Performance Offer."
- 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.

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) **Exhibit D; Exhibit E, and Exhibit F – CCC 307 attached hereto and included with 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 GIRL IN A COMA			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING c/o Jeremy Holgersen, Agent, The Agency Group, Ltd.			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 142 West 57th Street, Sixth Floor, New York, NY 10019 (212) 581-3100			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

STATE AGREES:

A. To pay Contractor a total sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of services herein required on July 25, 2013.

Note: Artist will not receive payment on July 25th if a fully signed contract has not been received by the District.

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide the District with thirty-five (35) complimentary room nights. Sponsor will reserve rooms only upon receipt of individuals' names.
3. To provide trade value to District of EIGHT THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS (\$8,365.00).
 - a. Each complimentary room night is valued at \$239.
 - b. Complimentary room nights to be used between Sundays – Thursdays during all five (5) weeks of the 2013 OC Fair. No more than ten (10) room nights will be used in a single week and no more than two (2) rooms booked per night.
 - c. Complimentary rooms can be redeemed by the District up until December 31, 2013 pending availability.
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.

DISTRICT AGREES:

1. To include Sponsor in all applicable 2013 OC Fair collateral (pending deadlines).
2. To include Sponsor logo in all applicable 2013 OC Fair print advertising (pending deadlines).
3. To include Sponsor in the *@The Fair* e-newsletter, Summer issue (pending deadlines).
4. To include Sponsor logo and link on the 2013 OC Fair's website from the fully executed contract date through August 11, 2013.
5. To list Hyatt Regency Newport Beach as a "Preferred Hotel" on the 2013 OC Fair "Directions" page with a link for reservations from the fully executed contract date through August 11, 2013.
6. To list Sponsor as a "Preferred Hotel" on the OC Fair & Event Center's "Directions" page with a link for reservations (throughout the full term).
7. To provide thirty (30) Pacific Amphitheatre concert tickets (pending availability and limitations to be determined upon Sponsor's request).
8. To provide fifty (50) 2013 OC Fair Admission Tickets.
9. To provide twenty-five (25) 2013 OC Fair Parking Passes
10. To provide fifty (50) Carnival Ride Cards (three [3] rides per card).

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-211-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CHECK 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 Sponsorship _____

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**.**HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT**2. The agreement term is from 07/12/13 through 07/01/143. The maximum amount payable is \$ **1,393.00 TRADE VALUE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **1,393.00 TRADE VALUE**




4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$1,393.00 TRADE VALUE SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Hampton Inn & Suites Santa Ana/Orange County Airport ("Sponsor") and the OC Fair & Event Center ("District") as of the 19th day of June 2013.

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*) **Exhibit A 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		HAMPTON INN & SUITES SANTA ANA/ORANGE COUNTY AIRPORT			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Mishel Arevalo, Director of Sales			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		2720 Hotel Terrace Drive, Santa Ana, CA 92705 (714) 556-3838			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating					
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
					

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide the District with seven (7) complimentary room nights. Sponsor will reserve rooms only upon receipt of individuals' names.
3. To provide trade value to District of ONE THOUSAND THREE HUNDRED NINETY THREE DOLLARS (\$1,393.00).
 - a. Each complimentary room night is valued at \$199.00.
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.

DISTRICT AGREES:

1. To include Sponsor logo and link on the OC Fair's website (two [2] months).
2. To list Sponsor as a "Preferred Hotel" on the 2013 OC Fair "Directions" page with a link for reservations from the fully executed contract date through August 11, 2013.
3. To list Sponsor as a "Preferred Hotel" on the OC Fair and Event Center's "Directions" page with a link for reservations (throughout the full term).
4. To provide ten (10) OC Fair Admission Tickets.
5. To provide five (5) Carnival Ride Cards (three [3] rides per card).

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-212-13LS	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1295429		

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 . GREAT AMERICAN ENTERTAINMENT COMPANY, LLC
--	---

2. The agreement term is from **08/05/13** through **08/11/13**

3. The maximum amount payable is \$ **5,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00** (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.

ADDITIONAL PAGES ATTACHED

CONTRACTOR AGREES:

- To provide Ag-Ventureland Kids' Area in Livestock for the 2013 OC Fair, August 7 through August 11.
- To be open free of charge and appropriately staffed Wednesday through Friday from noon - 10:00 p.m., and Saturday and Sunday from 10:00 a.m. - 10:00 p.m.
- To set up ten (10) tents in a 50' x 60' exhibit space with professionally-designed educational signage. Signage to be approved by the District.
- Exhibits will consist of agricultural-themed activities, including Milk a Cow, Saddle a Pony, Corn Box, Eggs to Market Hen House, Music Station, Rope a Steer, Scarecrow Building, Super Dooper Pooper Scooper, Craft Station and Face Painting, Pedal Tractor Area, and a General Store.

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 and included with 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 GREAT AMERICAN ENTERTAINMENT COMPANY, LLC			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		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 Services	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

CONTRACTOR AGREES:

5. 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.
6. To provide Exhibit Staffing who are friendly, courteous, and knowledgeable. Staff must wear nametags and farm-themed uniforms at all times.
7. To process volunteers/staff through completion of Megan's Law Screening & Certification.
8. To set up on July 5 and/or July 6, at a time to be determined by Livestock Supervisor or Livestock Lead.
9. Contractor will not begin final tear-down and removal of equipment or structures prior to 10:30 p.m. on Sunday, August 11, 2013.
10. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To provide space for a 50' x 60' Ag-Ventureland exhibit in the Kids' Area.
2. To provide fifty (50) bales of straw for seating and decoration.
3. To provide electricity in the form of three (3) 20-amp circuits located within 30' of the exhibit space.
4. To provide water located within 30' of the exhibit space.
5. To provide space for one (1) vehicle to park, beyond public view, for the duration of the Ag-Ventureland exhibit.
6. To provide 2013 OC Fair credentials to Ag-Ventureland employees.
7. To provide a trash receptacle for daily clean-up.
8. To pay the Contractor a total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) upon satisfactory completion of work herein required on Sunday, August 11, 2013. Payment will be Net 10 and delivered via the postal service.

AGREEMENT NUMBER SA-213-13FT
REGISTRATION NUMBER 1294399

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

PREMSTER PRODUCTIONS

2. The term of this Agreement is: **07/12/13** through **08/11/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$ 49,000.00**

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 sell merchandise at the Pacific Amphitheatre and The Hangar Building during the 2013 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 – 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.) PREMSTER PRODUCTIONS		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Prem Shah, Owner		
ADDRESS 2165 McCormack Lane, Placentia, CA 92870 (310) 922-0824		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To sell the merchandise at the Pacific Amphitheatre and The Hangar Building during the 2013 OC Fair and provide sufficient labor for each event.
- B. To be responsible for the advance work with each entertainer's production/merchandise representative.
- C. To staff two (2) merchandise booths in the Pacific Amphitheatre (23 – 28 nights) and one (1) booth in the Hangar Building (estimated at 3 – 5 nights) for the appropriate time frame for each concert.
- D. To handle the pre and post concert inventories.
- E. To provide a change fund for each booth.
- F. To settle with the merchandise representative at the end of each evening.
- G. To turn in completed inventories, sales reports and deposits to the designated District official prior to leaving for the evening.
- H. That the staffing will depend on the amount of merchandise anticipated. Pacific Amphitheatre hours are estimated at 7 – 9 per day, with 2 – 3 staff at each booth. The Hangar Building will likely utilize 1 – 2 staff.
- I. Most concerts will begin at 8:00 p.m. or 8:30 p.m. Some will begin as early as 6:00 p.m.
- J. The Pacific Amphitheatre schedule is as follows:

Date	Show	Commission
07/12	Colbie Caillat / TBA	8% of Gross After Tax
07/13	Steel Pulse / Iration	8% of Gross After Tax
07/14	The Go-Gos	8% of Gross After Tax
07/17	Alan Jackson	8% of Gross After Tax
07/18	The B-52s / X	8% of Gross After Tax
07/19	Three Dog Night / The Guess Who	8% of Gross After Tax
07/20	Emblem 3 / Chris Wallace	8% of Gross After Tax
07/21	Counting Crows / The Wallflowers	8% of Gross After Tax
07/24	Austin Mahone / Bridgit Mendler	8% of Gross After Tax
07/25	Joan Jett and The Blackhearts / Girl In Coma	8% of Gross After Tax
07/26	Weezer	8% of Gross After Tax
07/27	Save Ferris / The English Beat / The Originalites	8% of Gross After Tax
07/28	The Dirty Heads / The Expendables / Common Sense	8% of Gross After Tax
07/31	Flaming Lips / The Growlers	8% of Gross After Tax
08/01	ZZ Top	8% of Gross After Tax
08/02	Styx	8% of Gross After Tax
08/03	The Fab Four	8% of Gross After Tax
08/04	Hunter Hayes / Sara Haze	8% of Gross After Tax
08/07	The Wanted	8% of Gross After Tax
08/08	Daryl Hall & John Oates	8% of Gross After Tax
08/09	Rebelution / Matisyahu / Collie Buddz	8% of Gross After Tax
08/10	TBA (most likely Roger Daltrey)	8% of Gross After Tax
08/11	Roger Hodgson	8% of Gross After Tax

- K. The Hangar Building schedule is as follows:

Date	Show	Commission
07/21	KIDZ BOP Kids Live (1 pm)	8% of Gross After Tax
07/21	KIDZ BOP Kids Live (4 pm)	8% of Gross After Tax
07/21	Dada (8:30 pm)	8% of Gross After Tax
07/28	Ozomatli	8% of Gross After Tax
08/04	J Boog/Common Sense	8% of Gross After Tax

- L. To process volunteers/staff through completion of Megan's Law Screening and Certification.
- M. All invoices are to be itemized, include the District's Purchase Order (PO) Number 43987.
- N. 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 credit card terminals.
- B. To pay the Contractor a total sum not to exceed FORTY-NINE THOUSAND DOLLARS (\$49,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

5100-70 \$10,000.00
5100-72 \$39,000.00

PAYMENT PROVISIONS:

Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

AGREEMENT NUMBER SA-214-13GE
REGISTRATION NUMBER 1293058

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
7HORSE MUSIC, LTD. f/s/o DADA

2. The term of this Agreement is: **07/21/13** through **07/21/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$10,000.00**

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 entertainment group “dada” at the 2013 OC Fair.** Page 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 – 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 – Hangar House Rider/Performance Agreement (Attached hereto as part of this agreement) Pages 12 – 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.) 7HORSE MUSIC, LTD. f/s/o DADA		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Alex Ross, Agent, Supreme Entertainment Artists		
ADDRESS 464 Commonwealth Avenue, Suite 54, Boston, MA 02215 (617) 262-7179		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide the entertainment group “dada” on July 21st at the 2013 OC Fair.
2. To perform one (1) 90-minute set on the Hangar Stage at 8:30 p.m.
3. To provide biographical and news release information as necessary.
4. To make band members available for media and promotional opportunities.
5. To promote contracted event via Contractor email and mobile (if available) database(s) and website.
6. To refer to the venue as “The Hangar at the OC Fair” in all advertising, including but not limited to email, web site and social media.
7. The Hangar at the OC Fair has market exclusivity for this performance. No plays or advertising are allowed for events within a 50 mile radius (Los Angeles, Inland Empire and Orange County) for 75 days before performance date.
8. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
9. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To provide the Hangar stage, lights and sound (backline not included)
2. To provide a 10' x 20' dressing room trailer in the backstage area.
3. To provide a deli-style meal, bottled water and soft drinks for eight (8) band members, crew and management.
4. To provide complimentary parking and admission for band members, crew and management.
5. To provide up to twenty (20) complimentary tickets to the performance upon request. These tickets include admission to the 2013 OC Fair and the event, but do not include parking.
6. To provide promotion and advertising as part of the 2013 OC Fair collateral material.
7. To pay Contractor a total sum not to exceed TEN THOUSAND DOLLARS (\$10,000.00) upon satisfactory completion of services herein required on Sunday, July 21, 2013.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon completion of work herein required on Sunday, July 21, 2013.

AGREEMENT NUMBER SA-215-13FT
REGISTRATION NUMBER 1292966

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
WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is: **07/01/13** through **08/15/13** FED ID: XXXXXXXXXX


3. The maximum amount of this Agreement is: **\$ 29,000.00**

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 rent three (3) restroom trailers for the 2013 OC Fair as outlined 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 – Williams Scotsman's Lease Agreements (Attached hereto as part of this agreement)	Pages 12 – 18
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 19 – 20

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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) WILLIAMS SCOTSMAN, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Donna Finnerty, Contracts Administrator		
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)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

A. To rent three (3) restroom trailers with ADA ramps to the District from July 1, 2013 to August 15, 2013, at a rate of nine thousand five hundred and fifty-nine dollars and forty-two cents (\$9,559.42) per month, plus delivery, removal, labor, material, fuel, licensing fees, and sales tax.

B. To provide restroom trailers according to the specifications listed below:

Location	Deliver	Pick-Up	Item
Midway Restrooms	1-Jul-13	15-Aug-13	Two (2) - 12' x 40' restroom trailers w/ADA ramp joining trailers.
Main Carnival Restroom	8-Jul-13	14-Aug-13	One (1) - 12' x 40' restroom trailer w/ADA ramp. Sinks must have both hot and cold running water.

C. Delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Letter B above, unless agreed upon by the District.

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 this contract.

STATE AGREES:

A. To pay the Contractor a total sum not to exceed TWENTY NINE THOUSAND DOLLARS (\$29,000.00) upon completion of services herein required and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-58

PAYMENT PROVISIONS:

Payment is Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

AGREEMENT NUMBER SA-216-13FT
REGISTRATION NUMBER 1293072

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
S & S PORTABLE SERVICES, INC.

2. The term of this Agreement is: **06/17/13** through **08/28/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$21,180.09**

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 temporary fencing and gates at the 2013 OC Fair.	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 – 13

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.) S & S PORTABLE SERVICES, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Shelley Cheney, Account Representative		
ADDRESS P.O. Box 367, Glendora, CA 91740 (800) 622-2244		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide fencing and gates for the 2013 OC Fair as outlined below:

Location	Deliver	Pick-Up	Item
Pacific Amphitheatre - Backstage Memorial Gardens	06/17/13	08/27/13	500' - 8' chain link fence in dirt
Pacific Amphitheatre	06/17/13	08/27/13	1095' - 8' chain link fence in dirt including 2 @ 8' swing gate
Guest Relations Office Area	06/25/13	08/14/13	45' - 8' chain link fence in asphalt
Livestock Horse Arena	06/25/13	08/14/13	105' - 8' chain link fence in dirt
Yellow Gate Animal Compound	06/25/13	08/12/13	100' - 8' chain link in dirt including 1 @ 4' swing gate
Administration East Fenceline	07/02/13	08/14/13	187' - 8' chain link in grass
Fun Zone - Tent	07/02/13	08/13/13	98' - 8' chain link in asphalt including 1 @ 4' swing gate
Campground South Market Place Village Fenceline	07/05/13	08/13/13	390' - 8' chain link in grass and asphalt including 1 @ 6' slide gate
Davis Fence (Stock Truck Area)	07/05/13	08/19/13	480' - 8' temporary chain link fence panels with windscreen and sand bags on both sides
Davis Lot (ROP)	07/05/13	08/12/13	344' - 8' temporary chain link fence panels with sandbags on both sides
Davis Track Fenceline	07/05/13	08/12/13	482' - 8' temporary chain link fence panels with sand bags on both sides
Lot G - Animal Compound	07/05/13	08/12/13	280' - 8' chain link in asphalt including 1 @ 8' slide gate and 1 @ 16' slide gate
Yellow Gate Stroller Area Fence	07/05/13	08/14/13	100' - 8' chain link in grass
Fair Square	07/08/13	08/13/13	920' - 8' chain link fence in asphalt including 3 @ 12' slide gates, 2 @ 8' slide gate, 1 @ 6' slide gates, 4 @ 8'x8' panels and 1 @ 6'x8' panel
Maintenance Gate	07/08/13	08/13/13	32' - 8' chain link in asphalt including 1 @ 12' sliding gate, and 1 @ 4' x 8' fence panel
Pacific Amphitheatre - Storage Area	07/08/13	08/28/13	87' - 8' chain link in asphalt including 1 @ 12' swing gate
Festival Campground - RCS	07/09/13	08/12/13	755' - 8' chain link in grass in dirt including 1 @ 4' swing gate
Gate 4½	07/09/13	08/13/13	95' - 8' chain link in asphalt and dirt with 1 @ 4' panel (4' between restrooms)
Grandstand Arena - Back Stage	07/09/13	08/12/13	120' - 8' chain link in asphalt with 2 @ 6' swing gate
Lot G - RCS Camping	07/09/13	08/13/13	230' - 8' chain link in asphalt including 1 @ 4' swing gate and 2 @ 10' swing gates
Park Plaza - Plaza Arts Stage	07/09/13	08/12/13	203' - 8' chain link in asphalt & grass including 1 @ 12' slide gate
Sheriff's Command Post	07/09/13	08/14/13	91' - 8' chain link in asphalt including 1 @ 8' slide gate, 2 @ 4' swing gate and 1 @ 4'x8' panel
Carnival Lot South Fenceline	07/11/13	08/12/13	784' - 8' chain link fence in asphalt including 1 @ 4' swing, 1 @ 8' slide, 1 @ 12' slide gate (All installed at 3:00 P.M.)
Crafter's Village	07/11/13	07/12/13	20' chain link fence
Grandstand Arena	08/03/13	08/05/13	600' - 8' temporary chain link fence panels with sand bags on both sides (Install 8/3 by 9:00 a.m. and Pick-up 8/5 as early as possible, but no later than 12:00 p.m.)

2. The time of installation and removal is critical. Each installation/removal must be completed on the date and/or time specified in the bid, unless agreed upon by the District.
3. To use existing holes when feasible. All holes in asphalt to be patched upon removal of fencing or gates at a cost included in the total bid award amount.
4. To use new or nearly new attractive fencing.
5. Chain link fence is to be strung tight.
6. All fencing must have a smooth top, knuckle finish.
7. All pricing includes delivery and pick-up fees during normal business hours, rent, disposal fees and applicable sales tax.
8. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43990.
9. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. After hours and weekend services are \$175.00 per trip.
2. To pay the Contractor a total sum not to exceed TWENTY ONE THOUSAND ONE HUNDRED AND EIGHTY DOLLARS AND NINE CENTS (\$21,180.09) upon satisfactory completion of services herein required and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Payment is Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-217-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER 1293127		

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**.**HI-WAY SAFETY RENTALS, INC.**2. The agreement term is from **07/08/13** through **08/18/13**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**CONTRACTOR AGREES:**



A. To provide six (6) message boards with pintle hitch and one (1) laptop for the 2013 OC Fair at the following rates, as outlined in Contractor's proposal dated May 20, 2013:

- Message Boards = \$1,200.00 each
- Laptop = Included in cost
- Delivery/Pick-up = \$300.00 total

B. 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.

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME HI-WAY SAFETY RENTALS, INC.			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Christy Myers-King, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 13310 5th Street, Chino, CA 91710 (909) 591-1781			
FUND TITLE Operating	ITEM 5220-51	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

SA-217-13FT
HI-WAY SAFETY RENTALS, INC.
PAGE 2

STATE AGREES:

- A. To pay Contractor a total amount not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon completion of services herein required and upon receipt of proper invoice.

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-218-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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**.**DIRECTV dba SATELLITE PRO'S C/O BRANDMUSCLE**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is \$ **28,000.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **28,000.00 CASH SPONSORSHIP**4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER **\$28,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among DirecTV dba Satellite Pro's c/o Brandmuscle ("Sponsor") and the OC Fair & Event Center ("District") as of the 24th day of June 2013.

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*) **Exhibit A 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		DIRECTV dba SATELLITE PRO'S C/O BRANDMUSCLE			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Orlando H. Uranga, Owner			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		1100 Superior Avenue, Suite 500, Cleveland, Ohio 44114 (909) 238-4073			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

SPONSOR AGREES:

1. To be the Sponsor of the OC Fair Information Booths during the 2013 OC Fair from July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide total payment in the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) as a premium space fee (\$8,000) and a sponsorship fee (\$20,000), due upon execution of this agreement. Payment in full must be received no later than July 1, 2013.
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 staff members shall comply with the following requirements:
 - a. No staff member will promote DirecTV outside of designated space(s).
 - b. Any staff working more than five (5) days at the 2013 OC Fair will be provided a photo credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operating hours. Prior to reporting to the badging office, the required paper must be submitted to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - c. Any staff working less than five (5) days will be provided single-day admission tickets.
 - d. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to CPMG by 5:00 p.m. each Friday. CPMG will deliver the appropriate number of single-day admission tickets to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
6. To have its displays fully staffed by uniformed representatives:
 - a. 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 2013 OC Fair.
 - b. By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. on each Wednesday, Thursday and Friday of the 2013 OC Fair.
7. That mobile tours and other exhibitors may be near the designated space(s).
8. To abide by the rules and regulations included in the 2013 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.
9. 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.
10. To provide Certificate 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide one (1) 10'x8' booth space inside the Carnival of Products (CP-626) during all twenty-three (23) days of the 2013 OC Fair.
2. To provide:
 - a. One (1) 36" round, branded floor decal to display in front of indoor booth. Decal to be designed, produced and installed by the District. Logo to be provided by Sponsor.
 - b. One (1) 4' x 2' branded sign to display over indoor booth. Signage to be designed, produced and installed by the District. Logo to be provided by Sponsor.
3. To provide access to one (1) complimentary Wi-Fi connection or DSL line at the booth space for staff use.
4. To produce and install four (4) 79" x 18" DirecTV signs on each of the five (5) OC Fair Information Booths (20 total DirecTV signs).
 - a. Production and installation costs to be the responsibility of the District, creative to be provided by Sponsor and approved by District.
5. To include the Sponsor logo in all applicable 2013 OC Fair collateral including the OC Fair Brochure, Souvenir Program, etc. (pending deadlines).
6. To include the Sponsor logo in all applicable 2013 OC Fair print advertising (pending deadlines).
7. To include the Sponsor logo in the @The Fair e-newsletter, summer issue (pending deadlines).
8. To include the Sponsor logo on the 2013 OC Fair website with a link to the Sponsor website.
9. To provide ten (10) 2013 OC Fair Photo Credentials for working staff.
10. To provide forty-six (46) 2013 OC Fair Single Day Working Credentials for working staff.
11. To provide ten (10) 2013 OC Fair Parking Hang Tags for working staff.
12. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
13. To provide one hundred and ninety (190) 2013 OC Fair Admission Tickets (for business development).
14. To provide Twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances) Terrace Level (pre-order deadlines & availability apply).

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-219-13SP

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CHECK 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 Sponsorship

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**.**BOLT PUBLIC RELATIONS on behalf of WINDER FARMS**2. The agreement term is from **07/13/13** through **07/14/13**3. The maximum amount payable is \$ **5,000.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00 CASH SPONSORSHIP**4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER **\$5,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Bolt Public Relations on behalf of Winder Farms ("Sponsor") and the OC Fair & Event Center ("District") as of the 24th day of June 2013.

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*) **Exhibit A 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		BOLT PUBLIC RELATIONS on behalf of WINDER FARMS			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Curtis McDonald, Controller			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		4400 West 4100 South, West Valley City, UT 94120			
		(810) 963-4878			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

SPONSOR AGREES:

1. That space(s) shall be used for the following purpose only: Winder Farms (Brand) sampling and promotion.
2. To provide payment in the sum of FIVE THOUSAND DOLLARS (\$5,000) as a mobile marketing tour site fee, due upon execution of this agreement. Payment in full must be received no later than July 10, 2013.
3. To gain pre-approval from the District for use of OC Fair marks and logos.
4. That all display elements, materials and concepts provided by the Agency require the approval by the District prior to implementation. Activation elements to include:
 - a. 10'x10' branded tent (see site map – subject to change based on the location at the OC Fair)
 - b. 1968 vintage Chevy truck
 - c. Table with tablecloth
 - d. Distribution of 2 oz. samples of Chocolate Milk and Horchata
5. To provide the District with a high-resolution Brand logo.
6. That no staff members shall promote Brand outside the designated space outside Blue Gate.
7. To have mobile marketing tour 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 Saturday and Sunday.
8. That mobile tours and other exhibitors may be near its footprint.
9. To abide by the rules and regulations included in the OC Fair Commercial Space and Concessions Program Handbook and any such other reasonable parameters as set forth by OC Fair staff prior to, during or following the Term.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure that the Exhibit is at all times operating within the parameters set by these organizations.
11. 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide space for a 20' x 15' mobile marketing tour outside of Blue Gate on July 13, 2013 through July 14, 2013 for sampling and experiential activities (as approved by the District).
2. To provide a mutually agreed number of Parking Passes for working staff.
3. To allow uniformed representatives to enter the OC Fair through the Blue Gate exit on a temporary basis to use restroom facilities.

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-220-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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 . HD SUPPLY REPAIR & REMODEL
--	--

2. The agreement term is from **07/12/13** through **07/12/13**

3. The maximum amount payable is \$ **2,000.00 CASH SPONSORSHIP** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,000.00 CASH SPONSORSHIP**

4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$2,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among HD Supply Repair & Remodel ("Sponsor") and the OC Fair & Event Center ("District") as of the 24th day of June 2013.

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*) **Exhibit A 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME HD SUPPLY REPAIR & REMODEL			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Cate Solomon, Marketing Director			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1695 Eureka Road, Roseville, CA 95661 (916) 751-2319			
FUND TITLE Operating	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 			DATE SIGNED

SPONSOR AGREES:

1. That space(s) shall be used for the following purpose only: HD Supply Repair & Remodel brand promotion.
2. To provide payment in the sum of TWO THOUSAND DOLLARS (\$2,000) as a mobile marketing tour site fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2013.
3. To gain pre-approval from the District for use of OC Fair marks and logos.
4. That all display elements, materials and concepts provided by the Brand require the approval by the District prior to implementation.
5. That no staff members shall promote Brand outside the designated space at Fair Square.
6. To have footprint 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.
7. That mobile tours and other exhibitors may be near its footprint.
8. To abide by the rules and regulations included in the OC Fair Commercial Space and Concessions Program Handbook and any such other reasonable parameters as set forth by OC Fair staff prior to, during or following the Term.
9. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure that the Exhibit is at all times operating within the parameters set by these organizations.
10. 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide space for a 10' x 10' space at Fair Square on July 12, 2013 for activities as approved by the District.
2. To allow Branded premiums to be distributed to the public (branded premiums to be approved by the District).
3. To provide a mutually agreed number of 2013 OC Fair Admission Credentials and two (2) 2013 OC Fair Parking Passes for working staff.

AGREEMENT NUMBER SA-221-13GE
REGISTRATION NUMBER 1293180

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

EDWARD RUSSELL

2. The term of this Agreement is: **07/11/13** through **08/11/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$18,400.00**

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 Russell Brothers Circus at the 2013 OC Fair.	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions	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 – 13

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.) EDWARD RUSSELL		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Edward Russell, Owner		
ADDRESS 1065 Lomita Blvd., Space 40, Harbor City, CA 90710 (310) 530-0592		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide the Russell Brothers Circus near the Green Gate, for the full run of the 2013 OC Fair, according to the following schedule:
 Wednesday through Sunday:
 2:00 p.m. Russell Brothers Circus
 3:30 p.m. Russell Brothers Circus
 5:30 p.m. Russell Brothers Circus
 7:00 p.m. Russell Brothers Circus
 8:30 p.m. Russell Brothers Circus
2. Contractor will not begin final tear-down and removal of equipment and structures prior to 11:30 p.m. on Sunday, August 11, 2013.
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 this contract.

DISTRICT AGREES:

1. To provide space for one (1) recreational vehicle for the run of the OC Fair.
2. To provide space for the Russell Brothers Circus tent and bleachers.
3. To provide credentials for Russell Brothers Circus employees for the run of the OC Fair.
4. To pay the Contractor a total sum not to exceed EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$18,400.00) upon satisfactory completion of work herein required. Payment will be net 10 and delivered via the postal service.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required. Payment will be net 10 and delivered via the postal service.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-222-13GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . EDWARD RUSSELL
--	--

2. The agreement term is from **07/12/13** through **08/11/13**

3. The maximum amount payable is \$ **3,450.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,450.00** (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

CONTRACTOR AGREES:

- A. To provide "Let's Play Circus" at the 2013 OC Fair.
- B. Let's Play Circus shall take place each day for the full run of the OC Fair at 12:30 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 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 pay the Contractor a total sum not to exceed THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$3,450.00) upon satisfactory completion of work herein required. Payment will be Net 10 and delivered via the postal service.

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) EDWARD RUSSELL			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Edward Russell, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1065 Lomita Blvd., Space 40, Harbor City, CA 90710 (310) 530-0592			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-223-13LS	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**.

CONTRACTOR'S NAME, hereafter called the **Contractor**.

32ND DISTRICT AGRICULTURAL ASSOCIATION

WESTMINSTER FFA (BRIAN KIM)

2. The agreement term is from **07/21/13** through **07/22/13**

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

CONTRACTOR AGREES:

- Work is to be provided as follows:
 - No earlier than 10:00 p.m. Sunday, July 21.
 - No earlier than 8:00 a.m. Monday, July 22, and completed no later than 4:00 p.m. Monday, July 22.
- 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 timeline above.
- To provide for the completion of the following:
 - July 21 – Livestock area clean-up and tear down. Assist with sorting animals for load out. Assist with load out.
 - July 22 – Set-up of small animal cages and animal pens in the Livestock area.

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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) WESTMINSTER FFA (BRIAN KIM)			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Brian Kim, Advisor			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 14325 Goldenwest Street, Westminster, CA 92863 (714) 893-1381, ext. 4650			
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

CONTRACTOR AGREES (CONT.):

4. 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.
5. To complete and return, to the OC Fair, proper applications of employee documentation as needed and directed.
6. To support policies and decisions of District Management.
7. To process volunteers/staff through the completion of Megan's Law Screening & Certification.
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.

STATE AGREES:

1. 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.
2. 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.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-224-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER 1293851		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . MODSPACE
--	--

2. The agreement term is from **07/02/13** through **08/16/13**

3. The maximum amount payable is \$ **7,288.20** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **7,288.20** (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

CONTRACTOR AGREES:

1. To rent five (5) mobile office trailers to the District from July 2, 2013 to August 16, 2013, as outlined below:

LOCATION	DELIVERY	PICK-UP	DESCRIPTION
Hangar Building - Backstage	07/02/13	08/13/13	Two (2) - 8' x 20' trailers with stairs, AC & Mini Blinds
Gate Operations Trailer	07/08/13	08/16/13	One (1) - 12' x 52' trailer (3 rooms [1 small room each end & 1 large in middle], HVAC, 2 doors same side, mini blinds, carpet) Deliver early a.m.
Grandstand Arena	07/09/13	07/15/13	One (1) - 10' x 32' trailer (1 room, air conditioning) Mini Blinds, AC & Stairs
Grandstand Arena	07/09/13	08/14/13	One (1) - 10' x 32' trailer (1 room, air conditioning) Mini Blinds, AC & Stairs

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, Insurance Requirements**

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.) MODSPACE			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Angel Meenan, Contract Analyst			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 11115 Hemlock Avenue, Fontana, CA 92337 (800) 523-7918			
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

2. The time of installation and removal is critical. Each installation/removal must be completed on the date and/or time specified in the bid, unless agreed upon by the District.
3. To deliver clean and ready to use trailers that meet national and state building, electrical and mechanical codes.
4. To supply empty trailers free of desk tops, file cabinets, tables, etc.
5. To provide necessary anchors and tie downs to assure trailer is securely fastened.
6. That total charges including monthly rental, fuel, delivery, installation and removal, plus applicable sales tax, fees, etc.
7. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43983.
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 this contract.

STATE AGREES:

1. To pay Contractor a total sum not to exceed SEVEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND TWENTY CENTS (\$7,288.20) based upon the rates as shown in the Contractor's quote dated May 21, 2013.
2. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-225-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT INVOICE TO:

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.

CONTRACTOR'S NAME, hereafter called the **Contractor**.

32ND DISTRICT AGRICULTURAL ASSOCIATION

DIAMOND ENVIRONMENTAL SERVICES LP

2. The agreement term is from **06/27/13** through **08/14/13**

3. The maximum amount payable is \$ **4,981.52** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **4,981.52** (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

CONTRACTOR AGREES:

A. To rent portable toilets and hand wash stations to the District from June 27, 2013 to August 14, 2013, at a rate of four thousand nine hundred eighty-one dollars and fifty-two cents (\$4,981.52), which includes delivery, removal, labor, material, fuel, licensing fees, servicing, and any sales tax.

B. To use the following schedule as the basis by which to deliver, pick-up and service the toilets and hand wash stations:

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, Insurance Requirements**

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.) DIAMOND ENVIRONMENTAL SERVICES LP			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Tanno Gomolka, Sales Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 807 E. Mission Road, San Marcos, CA 92069 (888) 744-7191			
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

**SA-225-13FT
DIAMOND ENVIRONMENTAL SERVICES LP
PAGE 2**

LOCATION	DELIVER	PICK-UP	ITEM
Bristol Compound	06/28/13	08/13/13	One (1) - Portable Toilet (Service Daily)
Davis School Lot	07/05/13	08/12/13	One (1) - Portable Toilet (Service Daily)
Experian Lot	07/12/13	08/14/13	Two (2) - Portable Toilets on Trailer (Deliver to Experian after 6pm 07/12 & Pick-Up at Gate 4 on 8/14) (Service 7/15, 7/22, 7/29, and 8/5 at Gate 4)
Gate 3	07/08/13	08/12/13	One (1) - Portable Toilet (Service Daily)
Orange Coast College - Adams Lot	07/08/13	08/12/13	Two (2) - Portable Toilets (Service Daily)
Orange Coast College - Lot E	07/08/13	08/14/13	Two (2) - Portable Toilets (Service Daily)
Parade of Products	06/27/13	08/14/13	One (1) - Three-Compartment Hot/Cold Sink with Sewer Drainage Connection
Parking	07/05/13	08/12/13	One (1) - Two-Station Hand Wash Stations (Service Monday & Friday; Up to 10 Services)
Parking	07/05/13	08/13/13	Two (2) - Portable Toilets (Service Daily)
Sheriff's Command Post	07/08/13	08/13/13	One (1) - Portable Hand Washing Station (Service Daily)
Sheriff's Command Post	07/08/13	08/13/13	Two (2) - Portable Toilets (Service Daily)

- C. The time of installation and removal is critical. Each installation/removal must be completed on the date and/or time specified in Letter B above, unless agreed upon by the District.
- D. Pumping needs to be completed and trucked off the grounds by 9:00 a.m.
- E. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43984.
- F. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To pay the Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND FIFTY-TWO CENTS (\$4,981.52) based upon the rates as shown in the Contractor's quote dated May 29, 2013.
- B. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-226-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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**.**LEWIS MEDIA PARTNER ON BEHALF OF 300 ANAHEIM**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is \$ **5,000.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00 CASH SPONSORSHIP**




4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$5,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Lewis Media Partner on Behalf of 300 Anaheim ("Sponsor") and the OC Fair & Event Center ("District") as of the 8th day of June 2013.

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*) **Exhibit A 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		LEWIS MEDIA PARTNER ON BEHALF OF 300 ANAHEIM			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Andrea Stinnette, Media Planner/Buyer			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		500 Libbie Avenue, Suite 2C, Richmond, VA 23226 (804) 270-1658			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair from July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIVE THOUSAND DOLLARS (\$5,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 10, 2013.
3. To create artwork for two (2) Pacific Amphitheatre sound boards.
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.

DISTRICT AGREES:

1. To provide space on two (2) Pacific Amphitheatre sound boards for Sponsor signage that will be produced and installed by the District from artwork created by Sponsor (artwork to be approved by the District).
2. To play one (1) :30 commercial spot before the start of each concert at the Pacific Amphitheatre (pending production deadlines). (Video content to be approved by the District prior to production.)

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-227-13FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1294676		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . QUINN POWER SYSTEMS
--	---

2. The agreement term is from **07/01/13** through **08/15/13**

3. The maximum amount payable is \$ **7,950.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **7,950.00** (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

CONTRACTOR AGREES:

A. To rent six (6) generators and one (1) distribution panel to the District from July 1, 2013 to August 15, 2013, at a rate of seven thousand nine hundred fifty dollars (\$7,950.00), which includes delivery, removal, labor, material, fuel, licensing fees, servicing, and any sales tax.

B. To use the following schedule as the basis by which to deliver, pick-up and service the generators:

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, Insurance Requirements**

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.) QUINN POWER SYSTEMS	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Tony Wisniewski	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 3500 Shepherd Street, City of Industry, CA 90601 (562) 463-6069	

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. 					DATE SIGNED

LOCATION	DELIVERY	PICK-UP	DESCRIPTION
Davis Lot	07/03/13	08/15/13	Two (2) – 176 KW generators, 520 amp, 3 phase, 120/208V (Three shifts – 24 hours)
Davis Lot – Stock Trucks	07/03/13	08/15/13	One (1) – Distribution panel with 10 – 70 amp 3 phase breakers for distribution and a main breaker (400 amp)
Davis Lot (spare)	07/03/13	08/15/13	One (1) – 176 KW generator, 3 phase, 120/208V
Fair Square South – Food & Beverage/Spas/Gate Ops	07/03/13	08/15/13	One (1) – 176 KW generator, 3 phase, 120/208V (Three shifts – 24 hours)
Grandstand Arena	07/03/13	08/15/13	One (1) – 85 KW hushpower generator, 3 phase, 120/208V (One shift – 8 hours)
Park Plaza	07/03/13	08/15/13	One (1) – 176 KW generator, 520 amp, 3 phase, 120/208V, 200' 4/0 cable (Two shifts – 16 hours)

- C. To provide transportation and set-up to and from the OC Fair & Event Center.
- D. To deliver units full of gasoline.
- E. To provide an inventory list of equipment, including cables, upon delivery and pick-up. The inventory list is to be agreed upon and signed by both the Contractor and a District representative. Failure on Contractor's behalf to inventory equipment onsite and obtain District signature releases the District from further obligation of paying for or replacing unreturned equipment.
- F. Contractor to provide service, as needed, including oil and filter change on each generator.
- G. That all generators must have the appropriate registration and certification with the South Coast Air Quality Management District (SCAQMD).
- H. To be responsible for any and all penalties imposed by the SCAQMD on rental generators.
- I. Price includes Environmental Fee.
- J. To submit monthly invoices that reference the District's Purchase Order (PO) Number 43985.
- 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.

STATE AGREES:

- A. To pay the Contractor a total sum not to exceed SEVEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$7,950.00) based upon the rates as shown in the Contractor's quote dated May 23, 2013.
- B. Payment is Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER SA-228-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT CHECK 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 checked="" type="checkbox"/> N/A	<input type="checkbox"/> ON FILE	<input type="checkbox"/> ATTACHED	<input type="checkbox"/> CERTIFIED SMALL BUSINESS
CCCs	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> ON FILE	<input type="checkbox"/> ATTACHED	CERTIFICATE NUMBER
<input type="checkbox"/> DVBE	_____ %	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> GFE	_____
<input type="checkbox"/> Late reason	_____			
<input type="checkbox"/> Public Works Contractor's License	_____			
<input checked="" type="checkbox"/> Exempt from bidding	Sponsorship _____			

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**.**EVENT PARTNERSHIP, LLC on behalf of VONS/SAFEWAY INC.**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is \$ **62,500.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$62,500.00 CASH SPONSORSHIP**4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$62,500.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Event Partnership, LLC on behalf of Vons/Safeway Inc. ("Sponsor") and the OC Fair & Event Center ("District") as of the 26th day of June 2013.

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*) **Exhibit A 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME EVENT PARTNERSHIP, LLC on behalf of VONS/SAFEWAY INC.			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		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 ???			
FUND TITLE Operating	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 			DATE SIGNED

SPONSOR AGREES:

1. For Vons/Safeway Inc. to be Presenting Sponsor of the Wine Courtyard, Plaza Arts Stage and We Care Wednesdays at the 2013 OC Fair from July 12, 2013 – August 11, 2013.
2. To provide payment in the sum of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 11, 2013.
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 staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff working more than five (5) days at the 2013 OC Fair will be provided a photo credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operating hours. Prior to reporting to the badging office the required paperwork must be submitted to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - c. Any staff working less than five (5) days will be provided single-day admission tickets.
 - d. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening(s), etc.) to CPMG by 5:00 p.m. each Friday. CPMG will deliver the appropriate number of single-day admission tickets to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
6. To have its displays fully staffed by uniformed representatives:
 - a. 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 2013 OC Fair.
7. That mobile tours and other exhibitors may be near the designated spaces.
8. To abide by the rules and regulations included in the 2013 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.
9. 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.
10. 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide Vons/Safeway Inc. with Presenting Sponsorship of the Wine Courtyard, Plaza Arts Stage and We Care Wednesdays for the 2013 OC Fair.
2. To provide the following assets at the Wine Courtyard:
 - a) One (1) 8' table inside of Wine Courtyard for four (4) Saturdays and Sundays during the 2013 OC Fair for sampling and consumer engagement. Dates to be:
 1. July 13-14, 2013
 2. July 27-28, 2013
 3. August 3-4, 2013
 4. August 10-11, 2013
 - b) Banners at the entrances of the Wine Courtyard (banners to be produced/installed by the District).
 - c) 18" x 18" table top signs on tables in the Wine Courtyard (signs to be produced/installed by the District).
 - d) Space for up to twelve (12) 60" branded umbrellas at the Wine Courtyard (umbrellas to be provided by Sponsor).
 - e) Ten (10) 3' x 6' pole banners in the Wine Courtyard (banners to be produced/installed by the District).
 - f) Placement for a minimum of four (4) branded table drapes (8' tables) to be used during wine seminars conducted by the OC Fair Wine Society in the Wine Courtyard (table drapes to be provided by Sponsor).
 - g) Inclusion/distribution of Sponsor premium to attendees of the wine seminars conducted in the Wine Courtyard (premiums to be provided by Sponsor).
3. To provide the following assets at Plaza Arts Stage/Park Plaza:
 - a) Sponsor logo inclusion on three (3) 32' x 3' banners at Plaza Arts Stage (banners to be produced/installed by the District).
 - b) 18" x 18" table top signs at Park Plaza (signs to be produced/installed by the District).
 - c) Placement of 60" branded umbrellas at Park Plaza (umbrellas to be provided by Sponsor).
 - d) :15 audio spot to be played at Plaza Arts Stage when appropriate as determined by the District (audio to be provided by Sponsor).
4. To provide the following assets for We Care Wednesdays:
 - a) Sponsor logo inclusion in We Care Wednesdays promotional banners located at collection stations at each of the three (3) entrance gates on each Wednesday of the 2013 OC Fair.

DISTRICT AGREES (CONITUED):

- b) Sponsor logo inclusion on Main Gate Reader Board when We Care Wednesdays promotion is run.
 - c) Sponsor logo inclusion in 10-15 print ads dedicated to We Care Wednesdays promotion.
 - d) Sponsor logo inclusion in marquee signage located inside of entrance gates on all four (4) We Care Wednesdays.
 - e) Distribution of Sponsor branded premium or coupon to We Care Wednesday participants (premium/coupon to be provided by Sponsor).
 - f) To provide Sponsor logo in all applicable 2013 OC Fair collateral where We Care Wednesdays promotion is mentioned including the OC Fair Brochure, Souvenir Program, etc. (pending deadlines).
5. To include the Sponsor logo in all applicable 2013 OC Fair collateral including the OC Fair Brochure, Souvenir Program, etc. (pending deadlines).
 6. To include the Sponsor logo in all applicable 2013 OC Fair print advertising.
 7. To include the Sponsor logo in the @The Fair e-newsletter, summer issue (pending deadlines).
 8. To include the Sponsor logo on the 2013 OC Fair website with a link to the Sponsor website.
 9. To provide four hundred (400) 2013 OC Fair Admission Tickets.
 10. To provide one hundred and seventy-five (175) 2013 OC Fair Parking Passes.
 11. To provide one hundred (100) Carnival Ride Cards (three [3] rides per card).
 12. To provide eight (8) tickets to Hall & Oates at the Pacific Amphitheatre.
 13. To provide eight (8) additional 2013 Pacific Amphitheatre concert tickets, not to exceed four (4) tickets to any one select show (pending availability).

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-229-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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**.**A WHITE AND YELLOW CAB, INC. dba 1(800)4MYTAXI**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is \$ **3,500.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,500.00 CASH SPONSORSHIP**




4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$3,500.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among A White and Yellow Cab, Inc. dba 1(800)4MYTAXI ("Sponsor") and the OC Fair & Event Center ("District") as of the 26th day of June 2013.

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*) **Exhibit A 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		A WHITE AND YELLOW CAB, INC. dba 1(800)4MYTAXI			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Hossein Nabati, President			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		2406 S. Main Street, Santa Ana, CA 92707			
		(714) 925-4120			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair from July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2013.
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 spaces.
6. To abide by the rules and regulations included in the 2013 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.
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 2013 OC Fair.

DISTRICT AGREES:

1. To provide Sponsor logo inclusion and phone number on OC Fair mobile app under "Call" section.
2. To provide Sponsor placement for one (1) sign at each of the three (3) entrance gates (total of three [3] signs) (dimensions TBD and mutually agreed upon by District and Sponsor no later than July 1) (signs to be provided by Sponsor and installed by District).
3. To include the Sponsor logo on the 2013 OC Fair website with a link to the Sponsor website.

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

STD. 210 (Revised 6/2003)

R A F

CONTRACT NUMBER SA-230-13SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT CHECK 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 Sponsorship

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**.**INFINITY MARKETING TEAM, INC. on behalf of HEWLETT-PACKARD**2. The agreement term is from **07/25/13** through **07/27/13**3. The maximum amount payable is \$ **10,000.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **10,000.00 CASH SPONSORSHIP**




4. Payment Terms (**Note: All payments are in arrears.**) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$10,000.00 CASH SPONSORSHIP**

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

This sponsorship agreement is entered into by and among Infinity Marketing Team, Inc. on behalf of Hewlett-Packard ("Sponsor") and the OC Fair & Event Center ("District") as of the 26th day of June 2013.

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*) **Exhibit A 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		INFINITY MARKETING TEAM, INC. on behalf of HEWLETT-PACKARD			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Doug Lofstrom, Chief Executive Officer		Rachel Cullari, Account Manager			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		8575 Higuera Street, Culver City, CA 90232 (323) 962-4784			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

SPONSOR AGREES:

1. That space(s) shall be used for the following purpose only: HP (Brand) promotion and photo printing center.
2. To provide payment in the sum of TEN THOUSAND DOLLARS \$10,000 as a mobile marketing tour site fee, due upon execution of this agreement. Payment in full must be received no later than July 5, 2013.
3. To gain pre-approval from the District for use of OC Fair marks and logos.
4. That all display elements, materials and concepts provided by the Agency require the approval by the District prior to implementation.
 - a. Display must be presentable from 360 degrees and must be maintained and presentable at all times.
 - i. There will not be a backstage area for storage or staging purposes.
5. That staff members shall comply with the following requirements:
 - a. No staff member shall promote Brand outside the designated space in Fair Square.
 - b. Any staff working during the three (3) day term will be provided single-day working credentials (limited to 18 credentials [6 staff per day]). The required paperwork must be submitted to CPMG including the Megan's Law Screening(s).
6. To provide the following elements for onsite activation:
 - a. One (1) 17' x 7' branded Mercedes Sprinter van located at Fair Square
 - i. 10' x 14' extending awning (front)
 - ii. 3' x 7' extending awning (rear)
 - b. Two (2) 8' x 8' photo kiosks at Baja Blues Grass and in front of Fun Zone (one [1] per location)
 - c. Seven (7) HP printing products for display and interaction
7. To have footprint fully staffed by uniformed representatives.
 - a. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on weekends (Saturday-Sunday).
 - b. By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. on weekdays (Wednesday-Friday).
8. That mobile tours and other exhibitors may be near its footprint.
9. To abide by the rules and regulations included in the OC Fair Commercial Space and Concessions Program Handbook and any such other reasonable parameters as set forth by OC Fair staff prior to, during or following the Term.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure that the Exhibit is at all times operating within the parameters set by these organizations.
11. 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 2013 OC Fair.

DISTRICT AGREES:

1. To provide:
 - a. 20' x 17' of space in Fair Square
 - b. 8' x 8' of space at Baja Blues Grass
 - c. 8' x 8' of space in front of Fun Zone from July 25, 2013 through July 27, 2013 for experiential activities (as approved by the District).
2. To provide eighteen (18) 2013 OC Fair Single Day Working Credentials for working staff.
3. To provide eighteen (18) Parking Passes for working staff.

AGREEMENT NUMBER SA-231-13GE
REGISTRATION NUMBER 1294745

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
PYRO ENGINEERING, INC.

2. The term of this Agreement is: **07/10/13** through **08/12/13** FED ID: XXXXXXXXXX



3. The maximum amount of this Agreement is: **\$ 74,750.00**

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 two pyrotechnic sky displays nightly over the Main Mall area at the 2013 OC Fair.** 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 – 13

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.) PYRO ENGINEERING, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dennis P. Brady, Jr., Chief Executive Officer		
ADDRESS 400 Broadhollow Road, Suite 3, Farmingdale, NY 11735 (631) 390-8621		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide grounds entertainment nightly over the Main Mall area at the 2013 OC Fair.
2. To provide two (2) pyrotechnic sky displays nightly Wednesdays through Sundays.
3. To provide up to forty-six (46) shows at a rate of \$1,625.00 each.
4. To provide all pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
5. To process the necessary permits related to the Production.
6. To time fireworks show as appropriate to music, working with the District's Technical Director to determine music start time, etc.
7. To add a time code FSK track as required and send back to the District when complete, along with a schedule.
8. To connect to FSK track at Hangar Building, FOH sound area.
9. The above music/fireworks linked production is to be provided at no additional cost.
10. The District reserves the right to terminate any contact, 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 a suitable display site for pyrotechnic display, including a firing and fallout zone.
2. To provide adequate security to prevent the access of the public or its property or any other people or property not authorized by Contractor into the display site.
3. To provide means for playback of music track at the Hangar Building, along with means of FSK playback at the Hangar Building.
4. To provide the services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations.
5. To pay the Contractor a total amount not to exceed SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$74,750.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-19

PAYMENT PROVISIONS:

To pay the Contractor a total amount not to exceed SEVENTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$74,750.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-158-10GL	AMENDMENT NUMBER #5
REGISTRATION NUMBER 1122830	

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

PRODUCTION RESOURCE GROUP

2. The term of this Agreement is **07/01/13** through **08/12/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement after this amendment is: **\$37,426.86 Amendment \$651,053.41**

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 #158-10GL, dated July 1, 2010, between the District and Production Resource Group is hereby amended as follows:

Standard Agreement #158-10GL, dated July 1, 2010, between the District and Production Resource Group is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide the rental of support structure for LED video screens at the OC Fair & Event Center.
- To provide all necessary equipment, tools and personnel to set-up and tear down systems, including but not limited to heavy equipment (i.e. lifts).
- 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 the Contractor a total amount not to exceed SIX HUNDRED FIFTY ONE THOUSAND FIFTY THREE DOLLARS AND FORTY ONE CENTS (\$651,053.41) 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.)		
PRODUCTION RESOURCE GROUP		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Brian T. Edwards, General Manager		
ADDRESS		
9111 Sunland Blvd., Sun Valley, CA 91352 (818) 252-2630		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-57-12HB	AMENDMENT NUMBER #2
REGISTRATION NUMBER 1202636	

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

XL VIDEO, INC.

2. The term of this Agreement is **07/10/13** through **08/12/13** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement after this amendment is: **\$112,970.00 Amendment \$272,999.97**

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 #57-12HB, dated March 07, 2012, between the District and XL Video, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

- To amend the original contract to provide LED video technology rental and labor services at the Hangar Building for the OC Fair & Event Center.
- To provide all necessary equipment, tools and personnel to set-up and tear down systems, including but not limited to heavy equipment (i.e. lifts).
- To provide appropriate personnel or LED Technician to operate the video technology for the duration of the 2013 OC Fair at no additional cost to the District.

STATE AGREES:

- To pay the Contractor a total amount not to exceed TWO HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED NINETY NINE DOLLARS AND NINETY SEVEN CENTS (\$272,999.97) 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.)		
XL VIDEO, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cary Tan, Chief Financial Officer		
ADDRESS		
3380 North San Fernando Road, Los Angeles, CA 90065 (818) 765-7700		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-24-13PS	#2
REGISTRATION NUMBER	
1258969	

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

LOOMIS ARMORED US, LLC

2. The term of this

Agreement is **01/01/13** through **12/31/13**3. The maximum amount of this **\$0.00 Amendment**
Agreement after this amendment is: **\$ 9,375.07**

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 #24-13PS, dated December 21, 2012 between the District and Loomis Armored US, LLC is hereby amended as follows:**CONTRACTOR AGREES:**

- To list the State of California and the 32nd District Agricultural Association as an additional insured on Loomis' Commercial General Liability policy.
- To provide the District with a copy of the commercial General Liability Certificate of Insurance.
- To notify the District of cancellation of General Liability Insurance.
- To remove from Contractor's "Exhibit A" - "The sole liability of Loomis in the event of loss for whatever cause except as hereinafter limited, shall be payment to CUSTOMER of the declared Liability Coverage per Shipment Amount not to exceed \$100,000."
- Contractor agrees that upon each shipment pick-up, sole liability of Loomis in the event of loss for whatever cause, shall be payment to the District at the declared value per shipment.

STATE AGREES:

- To pay the Contractor a total sum not to exceed NINE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND SEVEN CENTS (\$9,375.07) 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.)		
LOOMIS ARMORED US, LLC		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Sarah Kattapong, VP Finance and Accounting		
ADDRESS		
2500 CityWest Blvd., Suite 900, Houston, TX 77042 (713) 435-6700		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

**OC FAIR & EVENT CENTER
COMMERCIAL AGREEMENTS FOR BOARD APPROVAL
2013 OC FAIR**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
24570	SILVER N BOLD	European bracelets, charms, necklaces, earrings and rings	Parade of Products	07/02/13 - 08/13/13	10' x 15'	\$4,350.00
23571	HAWAIIAN MOON	Hawaiian Moon organic aloe skin cream	Parade of Products	07/02/13 - 08/13/13	10' x 15'	\$4,350.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 24570
DATE June 21, 2013

COMMERCIAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Silver N Bold (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **POP 28**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Ordered</u>	<u>Charges</u>
Parade of Products (10x15 Inline)	1.00 EA	4,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement and Final Payment Due	6/28/13	4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,350.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. ~~Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.~~
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Silver N Bold
45-020 Debbie Drive
La Quinta, CA 92253

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

By _____
Title: Jeffrey Sargent

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED JF
APPROVED JK

AGREEMENT NO. 23571
DATE June 20, 2013

COMMERCIAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Hawaiian Moon (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: POP 27
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Parade of Products (10x15 Inline)	1.00 EA	4,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Signed Rental Agreement and Final Payment Due	6/28/13	4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$4,350.00</u>

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provision:** By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Hawaiian Moon
321 WS Missouri Ave
Clearwater, FL 33756

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

Title: Jennifer Fajardo

Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Hawaiian Moon

RENTER agrees that space(s) shall be used for the following purpose only:

HAWAIIAN MOON ORGANIC ALOE SKIN CREAM

**OC FAIR & EVENT CENTER
PLATINUM PARTNER AGREEMENTS FOR BOARD APPROVAL
2013 OC FAIR**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
23020	All Star Dips	Gourmet soups and dips	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'	\$11,250.00
23137	Dermac Labs Inc. dba Touch of Mink	Custom blended skincare products	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'	\$14,500.00
23199	Golden Hammocks, Inc	UGO Speakers wireless speaker systems	Carnival of Products	07/02/13 - 08/13/13	8' x 10'	\$8,000.00
23321	Multinational Enterprises	Chamois, sponges and mops	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'; 8' x 10'	\$16,100.00
23379	Pro-Selection dba Show-Me Products	Indoor smokeless grills	Carnival of Products	07/02/13 - 08/13/13	8' x 10'	\$8,000.00
23451	Russian Souvenirs, Inc.	Traditional Russian souvenirs	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'	\$14,500.00
23481	Sunshine Kitchen Products	Kitchen products	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'	\$11,250.00
23507	Thien Dinh Tran	Memory foam pillows	Parade of Products	07/02/13 - 08/13/13	10' x 15'	\$15,000.00
23543	West Coast Innovations	Professional quality hair tools	Carnival of Products	07/02/13 - 08/13/13	8' x 10'; 8' x 10'	\$11,250.00
23636	Comedy Club of Brea dba Brea Improv	Purchase tickets or gift cards for the Brea Improv	Carnival of Products	07/02/13 - 08/13/13	8' x 10'	\$8,000.00
23638	Backyard Accents, LLC dba Kokomo Grills	BBQ islands and outdoor kitchens	Family Fair Way	07/02/13 - 08/13/13	10' x 20'	\$20,000.00
23642	RBI Repetitive Batting Instructor	Baseball and softball training products	Carnival of Products	07/02/13 - 08/13/13	8' x 10'	\$8,000.00

REVIEWED *JS/alm*
APPROVED *OK*

AGREEMENT NO. 23020
DATE May 3, 2013

PLATINUM/COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and All Stars Dips (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 306-307
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00
Carnival of Products (10x8 Inline)	1.00 BA	3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	5,625.00
Final Payment	6/17/13	5,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$11,250.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

All Stars Dips
2005 East 61st Terrace
Kansas City, MO 64133

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

By _____
Title: Debbie Hendrix

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

DM
SMAN

AGREEMENT NO. 23137
DATE April 26, 2013

**PLATINUM/COMMERCIAL
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Dermac Labs, Inc. dba Touch of Mink (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 622-624
3. The purpose of occupancy shall be limited to *(see attached Product and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Ordered</u>	<u>Charges</u>
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00
Carnival of Products (10x8 Inline)	2.00 EA	6,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Initial Payment	5/17/13	4,833.34
Second Payment	6/03/13	4,833.33
Final Payment	6/17/13	4,833.33

*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.

Total: **\$14,500.00**

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Dermac Labs, Inc. dba Touch of Mink
P.O. Box 5268
Salem, OR 97304

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

By _____
Title: Dennis Deetz

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

Handwritten initials and signature

AGREEMENT NO. 23199
DATE April 26, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Golden Hammocks, Inc. (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 416
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	4,000.00
Final Payment	6/17/13	4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Golden Hammocks, Inc.
448 Hetrick Ave.
Arroyo Grande, CA 93420

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

By _____
Title: Lucinda Golden

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

dm
SMW

AGREEMENT NO. 23321
DATE April 29, 2013

PLATINUM/COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Multinational Enterprises (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 216-218
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00
Carnival of Products (10x8 Inline)	2.00 EA	6,500.00
Camping-Per Space Fee	2.00 EA	1,600.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	8,050.00
Final Payment	6/17/13	8,050.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,100.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Multinational Enterprises
746 S. Victoria Ave., Ste. F #288
Ventura, CA 93003

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

By _____
Title: Juan Clauson

By _____
Title: Sharon Augensteln, Chief Financial Officer

REVIEWED
APPROVED

Handwritten initials and signatures

AGREEMENT NO. 23379
DATE April 26, 2013

PLATINUM SPACE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Pro-Selection dba Show-Me Products (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 308
3. The purpose of occupancy shall be limited to *(see attached Product and Services)*, and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	4,000.00
Final Payment	6/17/13	4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Pro-Selections dba Show-Me Products
1125 32nd St. N
Texas City, TX 77590

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

By _____
Title: Janet Harvey

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

Ym
Smah

AGREEMENT NO. 23481
DATE April 26, 2013

PLATINUM/COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Sunshine Kitchen Products (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 506-507
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00
Carnival of Products (10x8 Inline)	1.00 EA	3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	5,625.00
Final Payment	6/17/13	5,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$11,250.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations Included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Sunshine Kitchen Products
.195 Chino Hills Parkway, #141
Chino Hills, CA 91709

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

By _____
Title: Julie Motosko

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED *[Signature]*
APPROVED *[Signature]*

AGREEMENT NO. 23507
DATE May 10, 2013

PLATINUM SPACE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Thien Dinh Tran (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: POP 17
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Parade of Products (10x15 Platinum Corner)	1.00 EA	15,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	7,500.00
Final Payment	6/17/13	7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$15,000.00</u>

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Thien Dinh Tran
3521 Redbird St.
Garden Grove, CA 92843

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

By _____
Title: Thien Dinh Tran

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

Smah

AGREEMENT NO. 23543
DATE April 26, 2013

**PLATINUM/COMMERCIAL
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and West Coast Innovations (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 423-424
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00
Carnival of Products (10x8 Inline)	1.00 EA	3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	5,625.00
Final Payment	6/17/13	5,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$11,250.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands, collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

West Coast Innovations
19 N. El Camino Real, Ste. E210
Encinitas, CA 92024

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

By _____
Title: Brice Linglet

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED dm
APPROVED [Signature]

AGREEMENT NO. 23636
DATE May 6, 2013

PLATINUM SPACE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Comedy Club of Brea dba Brea Improv (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 524
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Carnival of Products (10x8 Platinum Corner)	1.00 BA	8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	4,000.00
Final Payment	6/17/13	4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$8000.00</u>

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Comedy Club of Brea dba Brea Improv
20 South Brea Blvd.
Brea, CA 92821

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

By _____
Title: Douglas Clark

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED *[Signature]*
APPROVED *[Signature]*

AGREEMENT NO. 23638
DATE May 8, 2013

PLATINUM SPACE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Backyard Accents, LLC dba Kokomo Grills (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: 7/2/2013 – 8/13/2013 CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: FFW 7
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

Description	Ordered	Charges
Family Fair Way (20x10 Platinum Corner)	1.00 EA	20,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

Payment Schedule	Due Date	Amount
Initial Payment	5/17/13	10,000.00
Final Payment	6/17/13	10,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$20,000.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

Backyard Accents, LLC dba Kokomo Grills
412 E. Hammond Lane
Phoenix, AZ 85034

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

By _____
Title: Aaron Watts

By _____
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED
APPROVED

AGREEMENT NO. 23642
DATE May 10, 2013

PLATINUM SPACE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
RBI Repetitive Batting Instructor (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/2/2013 - 8/13/2013 CLOSED MONDAYS & TUESDAYS.**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: CP 607
3. The purpose of occupancy shall be limited to (see attached Product and Services), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Ordered</u>	<u>Charges</u>
Carnival of Products (10x8 Platinum Corner)	1.00 EA	8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Signed Rental Agreement is due upon First Payment.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Initial Payment	5/17/13	4,000.00
Final Payment	6/17/13	4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

Certificate of Insurance due on or before Final Payment

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
 - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter 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.
 - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations included hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provision:** By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

RBI Repetitive Batting Instructor
.45 E. Carmel, Ste. B
San Marcos, CA 92078

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

By _____
Title: Anthony Fick

By _____
Title: Sharon Augenstein, Chief Financial Officer



Board of Directors Agenda Report

MEETING DATE: JULY 8, 2013 ITEM NUMBER: 9A

SUBJECT: Authorize CFFA to Contract for Phase II of Pacific Amphitheatre Renovation

DATE: July 3, 2013

FROM: Doug Lofstrom, OCFEC Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, OCFEC Chief Executive Officer

RECOMMENDATION

Authorize California Fairs Finance Authority (CFFA) to contract on behalf of OC Fair & Event Center with selected apparent lowest qualified bidder for Phase II of Pacific Amphitheatre Renovation.

BACKGROUND

In response to the RFP for Phase II of the Pacific Amphitheatre Renovation, California Fairs Finance Authority (CFFA) received sixteen bids. The bid opening was Wednesday, July 3, 2013 in the OCFEC Administration Building. CFFA is currently reviewing the bids to determine the apparent lowest qualified bidder.

At the Board meeting scheduled for Monday, July 8, CFFA will provide a recommendation to the Board of Directors to contract with the apparent lowest qualified bidder.

OCFEC Executive Management will provide a financial update for the Pacific Amphitheatre renovation.

BID TABULATION
Orange County Fair and Event Center : Pacific Amphitheater Phase II
 July 3, 2013 Opening at 2:00 pm

Contractor	Licenses Lic No.	Used CPFA Form	Add #1 Acknowledge	Add #2 Acknowledge	Add #3 Acknowledge	Add #4 Acknowledge	Bid Bond	Designated Subcontract List	Enhance Workers Safety Program	Noncollusion Affidavit	Prevailing Wage Compliance	Base Bid	AA #1	BB + AA#1	AA#2	BB + AA#1 + AA#2	AA #3	BB + AA#1, + AA#2, + AA#3	COMMENTS
1 AWI Builders	B/C23/C51 818478	x	x	x	x	x	x	x	Not Included	x	Not Included	\$8,794,300.00	\$592,000.00	\$9,386,300.00	\$285,000.00	\$9,671,300.00	\$85,000.00	\$9,756,300.00	Discrepancy with Bid Form Total (Contractors Total = \$9,757,751)
2 Sun Construction Group	A/B/C10 947719	Incorrect Bid Form	x	x	x	x	x	x	Not Included	x	Not Included	\$8,821,000.00	\$481,000.00	\$9,302,000.00	\$244,000.00	\$9,546,000.00	\$264,000.00	\$9,810,000.00	Did not use Add #4 Forms. No EWSP/Prevailing Wage Agreement
3 Robert Clapper Construction Services	B/C-8 716719	x	x	x	x	x	x	x	x	x	X	\$8,888,000.00	\$618,000.00	\$9,506,000.00	\$480,000.00	\$9,986,000.00	\$63,000.00	\$10,049,000.00	Apparent low bidder, that met all Bidding Requirements
4 T.B. Penick & Sons, Inc.	A/B/C8/C27/ASB 185381	x	x	x	x	x	x	x	x	x	X	\$9,076,800.00	\$605,200.00	\$9,682,000.00	\$393,300.00	\$10,075,300.00	\$50,700.00	\$10,126,000.00	
5 ICON West Inc.,	A/B 747737	x	x	x	x	x	x	x	x	x	x	\$9,505,600.00	\$589,365.00	\$10,094,965.00	\$458,685.00	\$10,553,650.00	\$43,932.00	\$10,597,582.00	
6 Earl Corporation	A/B 94114	x	x	x	x	x	x	x	x	x	x	\$9,560,511.00	\$687,777.00	\$10,248,288.00	\$304,821.00	\$10,553,109.00	\$52,583.00	\$10,605,692.00	
7 SJ Amoroso Construction Co	A/B 331024	x	x	x	x	x	x	x	x	x	X	\$9,907,000.00	\$590,000.00	\$10,497,000.00	\$430,000.00	\$10,927,000.00	\$49,000.00	\$10,976,000.00	
8 USS Cal Builders, Inc.	A/B/C10/C31/C36 654454	x	x	x	x	x	x	x	x	x	x	\$9,594,000.00	\$870,000.00	\$10,464,000.00	\$463,000.00	\$10,927,000.00	\$70,000.00	\$10,997,000.00	*2 Alt #1?? (463k)
9 RJ Daum Construction Company	A/B/C-8 127760	x	x	x	x	x	x	x	x	x	x	\$10,433,474.00	\$543,350.00	\$10,976,824.00	\$378,520.00	\$11,355,344.00	\$48,296.00	\$11,403,640.00	Alt #2 & #3 not written. Discrepancy with Bid Form Total (Contractors Total = \$9,463,308)
10 Sinanian Development	A/B 455273	x	x	x	x	x	X	x	x	x	X	\$9,888,000.00	\$700,000.00	\$10,588,000.00	\$700,000.00	\$11,288,000.00	\$160,000.00	\$11,448,000.00	
11 Echo Pacific Construction	A/B/C8 669251	x	x	x	x	x	x	x	x	x	x	\$10,278,038.00	\$751,999.00	\$11,030,037.00	\$569,183.00	\$11,599,220.00	\$102,875.00	\$11,702,095.00	
12 G2K Construction, Inc	A/B 940662	x	x	x	x	x	x	x	x	x	X	\$10,680,000.00	\$744,000.00	\$11,424,000.00	\$513,000.00	\$11,937,000.00	\$61,000.00	\$11,998,000.00	
13 Morillo Construction	A/B 326965	x	x	x	x	x	x	x	x	x	x	\$10,659,000.00	\$1,125,000.00	\$11,784,000.00	\$517,000.00	\$12,301,000.00	\$66,000.00	\$12,367,000.00	Discrepancy with Bid Form Total (Contractors Total = \$11,784,000)
14 New Creation Builders	A/B 768842	x	x	x	x	x	x	x	x	x	X	\$11,600,000.00	\$579,300.00	\$12,179,300.00	\$353,400.00	\$12,532,700.00	\$71,000.00	\$12,603,700.00	
15 CJW Construction, Inc.	A/B 803675	x	x	x	x	x	x	x	x	x	X	\$11,548,900.00	\$600,000.00	\$12,148,900.00	\$715,000.00	\$12,863,900.00	\$35,000.00	\$12,898,900.00	
16 Straub Construction, Inc.	A/B 506797	x	x	x	x	x	x	x	x	x	X	\$12,027,000.00	\$513,000.00	\$12,540,000.00	\$495,000.00	\$13,035,000.00	\$59,000.00	\$13,094,000.00	



Board of Directors Agenda Report

MEETING DATE: JULY 8, 2013 ITEM NUMBER: 9B

SUBJECT: Review Proposal from Roy Englebrecht Promotions

DATE: July 3, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

Item removed from agenda at the request of Roy Englebrecht.



Board of Directors Agenda Report

MEETING DATE: JULY 8, 2013 ITEM NUMBER: 9C

SUBJECT: Review OC Fair Preservation Society's Proposed Amendments to SB-741

DATE: July 3, 2013

FROM: Roger Grable, legal counsel

PRESENTATION BY: Roger Grable, legal counsel

RECOMMENDATION

Review OC Fair Preservation Society's proposed amendments to SB-741 and take appropriate action as deemed necessary.

BACKGROUND

The OC Fair Preservation Society has submitted for the Board of Director's review proposed language to amend SB-741.

See the attached memo from Roger Grable, the summary from the Assembly Committee on Agriculture, and the OCFPS' proposed amendments.

To: Board of Directors, 32nd District Agricultural Association

From: Roger A. Grable

Date: July 1, 2013 File No.: 43695-001

Subject: SB 741- Proposed Amendments

Attached is a copy of the amendments to SB 741 proposed by the OC Fair Preservation Society. At the May Board meeting the Board directed that a letter be sent to the author of SB 741 requesting that the legislation be amended to address the following issues:

1. Provide a definition of what constitutes a Fair. This definition should identify the activities that would typically be considered to be Fair activities.
2. Provide a definition of what constitutes a fairground. This definition should spell out the land uses that are typically considered to be appropriate for a fairground.
3. Provide for a public hearing process for any uses that fall outside of the above mentioned items including a process to notify the public and give them an opportunity to be heard when other uses are considered.

The attached draft language does not specifically address the first two requests but does include limitations on certain activities and a public process to address activities that are included among these limitations. These limits are as follows:

“b) If a proposed activity would result in a material change in use of fair district facilities or real property the district shall notify the department, the Joint Committee on Fairs, Allocation, and Classification, and prominently post a summary notice of the proposed activity on the district’s website at least 90 days prior to the board’s initial consideration of the proposal. For purposes of this subdivision, a “material change in use” includes, but is not limited to, any of the following:

- (1) A new activity that would require the permanent use of more than 25 percent of the fair district real property.
- (2) A new activity that would grant by lease, license, or any other agreement an exclusive right to use fair district real property for a commercial purpose for a period exceeding one year.

Board of Directors, 32nd District Agricultural Association
July 1, 2013
Page 2

- (3) A new activity that would result in an increase [or decrease] in daily fairgrounds visitors exceeding 25 percent of average visitors during the prior year.
- (4) The elimination or termination of any activity regularly conducted on the fairgrounds for five or more years.
- (c) A resident of the fair district may bring an action to enjoin a violation of subdivision (b). A plaintiff in any such action shall not be required to prove irreparable injury.
- (d) Notwithstanding subdivision (a), revenue generating contracts involving hazardous activities shall not be approved by the board unless adequate insurance coverage is provided, as determined by the department in consultation with the Department of General Services.”

In considering whether or not to support these amendments, the Board should consider whether any of these limitations impose undue constraint on the discretion of the Board particularly in light of the right of private enforcement of these constraints.

Date of Hearing: July 3, 2013

ASSEMBLY COMMITTEE ON AGRICULTURE
Susan Talamantes Eggman, Chair
SB 741 (Cannella) – As Amended: May 28, 2013

SENATE VOTE: 35-2

SUBJECT: California fairs: funding.

SUMMARY: This bill makes several substantive and clarifying changes to current law related to the operation, oversight, and funding of the network of California fairs. This bill has an urgency clause. Specifically, this bill:

- 1) Consolidates specific revenues generated by racing associations and fairs to be deposited into the Fair and Exposition (F&E) Fund, to be continuously appropriated and allocated to fairs for various purposes.
- 2) Provides that monies within the F&E Fund be used for specific purposes, as defined.
- 3) Permits, as determined by the Secretary (Secretary) of The Department of Food and Agriculture (CDFA), a reasonable amount of the remaining unallocated balance in the F&E Fund be used by the Division of Fairs and Expositions (DFE) to provide oversight and administration of the network of California fairs.
- 4) Requires the Secretary to annually project the available monies in the F&E Fund, and to advise the Joint Committee on Fairs, Allocation and Classification (Joint Committee) of the administrative budget of DFE, and the additional resources necessary to oversee the network of California fairs. Requires the Secretary to prepare an annual expenditure plan for the F&E Fund for review and concurrence by the Joint Committee.
- 5) Repeals the requirement that fair projects follow CDFA project schedules.
- 6) Repeals the requirement that CDFA perform annual fiscal audits of the network of California fairs and instead requires annual reviews.
- 7) Requires all fairs to be audited once every three years, or every year if the District Agriculture Association's (DAA) operating budget exceeds \$10 million, by a certified public accountant/firm selected by the fair.
 - a) Requires this audit to be included in the fair's annual statement of operations, along with any recommendations for improvement by the auditing entity, for the approval of the Secretary; and,
 - b) Permits two or more fairs to contract for a joint review or audit.
- 8) Repeals annual legislative appropriations to CDFA for oversight and auditing of the network of California fairs.

- 9) States declarations and findings of the Legislature that funding for the network of California fairs is a cooperative venture and is anticipated to be generated from multiple sources, public and private. Requires fairs to work collectively to identify and designate new funding sources to benefit all fairs in the network.
- 10) Provides that all fairs only pay a share of costs directly related to personnel administration and no other state agency administrative costs, except for services rendered pursuant to specific contracts entered into with other state agencies.
- 11) Repeals the requirement that a DAA attain CDFA approval to sue.
- 12) Repeals the requirement that CDFA and California Department of General Services (DGS) approve any activity conducted on fairground property and instead only requires fair board approval.
 - a) If the activity is deemed hazardous, the board must consult with CDFA and DGS to ensure adequate insurance coverage is obtained.
- 13) Authorizes the Governor to remove for cause a fair board director within one year of the director's appointment.
- 14) Repeals the requirement that DAAs provide CDFA written notification prior to entering into any agreement that:
 - a) exceeds \$100,000;
 - b) exists for a period greater than two years; or,
 - c) builds permanent structures on the property.
- 15) Repeals the requirement that DAAs seek CDFA approval prior to entering into a settlement agreement exceeding \$10,000.
- 16) Repeals the provision that the state is not liable for any premium which is offered or award that is made, or on account of any contract which is made, by any association.
- 17) Authorizes a DAA to enter into contracts, with specified requirements.
- 18) Provides that the title, control, and possession of all personal property acquired, held, managed, or operated by a DAA vests with the association.
- 19) Repeals the authority of DGS to lease any real property under the jurisdiction of a DAA.
- 20) Makes technical changes.

EXISTING LAW:

- 1) Provides governing rules for fairs and expositions in this state, including the California Exposition and State Fair, county and district fairs, and citrus fruit fairs.

- 2) Divides the state into agricultural districts and authorizes 50 or more persons who are residents of a district to form DAAs for the purpose of holding fairs, expositions, and exhibitions, as specified.
- 3) Provides that DAAs are state institutions governed by a board of directors whose members are appointed by the Governor.
- 4) Provides that CDFA is responsible for providing oversight of activities carried out by each California fair, including, but not limited to, conducting fiscal and performance audits of county fairs and citrus fruit fairs that are either requested by the fair or that CDFA deems necessary, and conducting, or causing to be conducted, annual fiscal audits and periodic compliance audits.
- 5) Authorizes an association to carry out specified duties with the approval of CDFA and DGS, including contracting and leasing its real property.
- 6) Provides that the Legislature may provide for the regulation of horse races and horse race meetings and wagering on the results.
- 7) Authorizes the California Horse Racing Board the authority to regulate the various forms of horse racing authorized in this state.
- 8) Establishes the F&E Fund to, among other things, allocate moneys for the support of the network of California fairs. Existing law requires certain license fees from satellite wagering to be deposited into a separate account in the F&E Fund, and continuously appropriates those moneys for specified purposes, including, among others, the payment of expenses incurred in establishing and operating satellite wagering facilities at fairs.
- 9) Authorizes CDFA to make and administer loans from the F&E Fund to any fair in the network of California fairs, as specified.

FISCAL EFFECT: Unknown. This bill has been keyed fiscal by Legislative Counsel.

COMMENTS: California is home to 78 fairs that are interconnected and operate as a network. A majority of these fairs operate under the oversight of CDFA and DGS, on state owned land. The \$32 million General Fund (GF) support for the network of California fairs was eliminated in the 2011-12 Budget due to the state's growing fiscal problems, thus requiring the fairs to be self-sufficient as of January 1, 2012. A consortium of fair industry representatives and stakeholders was formed to provide input for CDFA's policy recommendation to the Governor; however, no official policy recommendations have been presented by the Administration to the Legislature.

A CDFA Fairs economic impact report from 2010 stated that California fairs generated a \$2.85 billion economic impact from consumer sales, \$855 million in income for California employees, \$127 million in annual state and local tax revenues, and provided 25,000 jobs. In addition, fairgrounds serve the state by assisting in emergency preparedness and response.

A 2012 Little Hoover Commission (LHC) report noted, "State-owned fairgrounds pose a unique property management challenge now that the state – as of January 2011 – has stopped funding District Agricultural Associations. Without funding or state staff, local associations are on their

own to manage and use the 41-state owned fairground properties.” LHC suggested that legislation should be enacted that provides more flexibility to DAAs to pursue strategies that support and sustain the mission of local fairs.

According to the author’s office, this bill is intended to help DAAs deal with the new reality facing the network of California fairs as they exist today without state funding. The author’s office notes that this bill is an attempt to start the process of moving fairs away from state oversight and providing them with some ability to operate more as private businesses or non-profit agencies. It is the author’s belief that this bill will give fairs the necessary flexibility to operate more efficiently, save money and preserve jobs.

Opponents argue that the negative impacts on California fairgrounds outweigh the positive impacts in this bill. Opponents reference the fact that money laundering at the 32nd DAA (Orange County Fair) shows that problems exist already and oversight should be increased, not reduced. Opponents are also concerned with new language that allows for the removal of board directors for cause. Opponents argue that the view of who is a “problematic director” should lie with the majority of the board. Furthermore, opponents have expressed concern that this bill allows the “contracting out” of services.

PRIOR LEGISLATION:

AB 2345 (Ma), 2012, would have established the California Fair Network Commission as a nonprofit mutual-benefit corporation to assess fees for services, manage funds, and provide administration and oversight of California’s fairs. The bill was held in the Assembly Appropriations Committee.

AB 95 (Budget Committee), Chapter 2, Statutes of 2011, repealed the \$32 million annual GF appropriation for the support of the network of California fairs.

SBX2 16 (Ashburn), Chapter 12, Statutes of 2009-10, 2nd Extraordinary Session, provides that horse racing license fees no longer be paid into the F&E Fund, and instead provides that beginning July 1, 2009, \$32 million shall be continuously appropriated from the state GF to the F&E Fund for the support of the network of California fairs.

SB 1085 (Runner), Chapter 320, Statutes of 2010, allows the 50th DAA, with consent of the Secretary of DFA, to enter into a joint powers agreement with a nonprofit organization to operate, maintain, and improve the 50th DAA.

AB 2250 (Runner), Chapter 452, Statutes of 2008, authorizes officers and employees of DAAs to receive compensation from nonprofit corporations.

SB 281 (Maldonado), Chapter 346, Statutes of 2007, requires DFA to develop criteria to be used for the disposal of property by a DAA and Cal Expo.

SB 1041 (Denham), 2006, would have transferred the responsibility from DGS to DFA to prepare a program for DAAs for delegating purchasing authority. The bill was held in the Assembly Appropriations Committee.

REGISTERED SUPPORT / OPPOSITION:

Support

Imperial Valley Expo (45th DAA)
Marin County Fair
Nevada County Fairgrounds (17th DAA)
Patricia M. Kress, PK Consulting
Rural County Representatives of California (RCRC)
Solano County
Western Fairs Association

Opposition

Orange County Employees Association
Orange County Fairground Preservation Society

Analysis Prepared by: Victor Francovich / AGRI. / (916) 319-2084

AMENDED IN SENATE MAY 28, 2013

AMENDED IN SENATE APRIL 24, 2013

AMENDED IN SENATE APRIL 10, 2013

Senate Bill No. 741

Introduced by Senator Cannella

(Coauthors: Senators Berryhill, Fuller, Gaines, Galgiani, and Nielsen)

(Coauthors: Assembly Members Achadjian, Alejo, Bigelow, Dahle, Gray, Olsen, Perea, V. Manuel Pérez, Salas, and Williams)

February 22, 2013

An act to amend Sections 19606.1, 19614, 19620, and 19620.2 of, and to repeal Sections 19608.3 and 19620.1 of, the Business and Professions Code, to amend Sections 3954, 3965, 3965.1, and 3967 of, to repeal Sections 4051.1, 4051.2, 4057, and 4401.5 of, and to repeal and add Sections 3200, 4051, and 4053 of, the Food and Agricultural Code, and to amend Section 11011.2 of the Government Code, relating to fairs, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 741, as amended, Cannella. California fairs: funding.

(1) Existing law regulates horse racing in this state and provides, among other things, for the payment and distribution of license fees in connection with horse racing meetings. Existing law establishes the Fair and Exposition Fund to, among other things, allocate moneys for the support of the network of California fairs. Existing law requires certain license fees from satellite wagering to be deposited into a separate account in the Fair and Exposition Fund, and continuously appropriates those moneys for specified purposes, including, among others, the payment of expenses incurred in establishing and operating satellite wagering facilities at fairs.

This bill would delete the provisions requiring satellite wagering license fees to be deposited into a separate account in the Fair and Exposition Fund and to be continuously appropriated for specified purposes. The bill would instead require certain revenues paid by racing associations and fairs generated by parimutuel wagering and certain revenues from live races paid by fair racing associations as license fees to be deposited into the Fair and Exposition Fund and would require those funds to be continuously appropriated for various purposes, including, among others, capital improvements at fairgrounds. The bill would also require all funds appropriated for California fairs and expositions to be deposited into the Fair and Exposition Fund and would continuously appropriate those funds for various purposes. By continuously appropriating the funds in the Fair and Exposition Fund, the bill would make an appropriation.

(2) Existing law provides that the Department of Food and Agriculture is responsible for providing oversight of activities carried out by each California fair, including, but not limited to, conducting fiscal and performance audits of county fairs and citrus fruit fairs that are either requested by the fair or that the department deems necessary, and conducting, or causing to be conducted, annual fiscal audits and periodic compliance audits.

This bill would delete the requirement that the department conduct the audits described above and would instead require the department to provide that the books and accounts for the prior calendar year of all fairs receiving money from the Fair and Exposition Fund be examined and reviewed annually and audited once every 3 years by an independent certified public accountant or certified public accountancy firm. The bill would require a summary of the examination to be appended to the fair's annual statement of operation, and would provide that the costs of the annual review or audit be the responsibility of each fair.

(3) Existing law requires the Legislature, from the total revenue received from the Department of Food and Agriculture, to annually appropriate moneys to the department as it deems necessary for the oversight of the network of California fairs and to perform audits. Existing law continuously appropriates any of those funds that are unallocated to the Secretary of Food and Agriculture for specified purposes.

This bill would delete those provisions and instead would appropriate any unallocated balance in the Fair and Exposition Fund without regard to fiscal years for allocation by the secretary for capital outlay to California fairs for specified purposes. The bill would also specify that a reasonable amount of those funds, as determined by the secretary, may be used during any year by the Division of Fairs and Expositions to provide oversight and administration of the network of fairs. The bill would require the secretary to annually project the available funds from the Fair and Exposition Fund and to prepare an annual expenditure plan for review and approval by the Joint Committee on Fairs, Allocation, and Classification. The bill would require the secretary's recommendations to be deemed approved 30 days after they are received unless they are rejected by the committee.

(4) Existing law divides the state into agricultural districts and provides for the management of these districts by district agricultural associations. Existing law provides for a board of directors for each district agricultural association, and provides for the appointment of each director by the Governor.

(5) Existing law specifies the duties and responsibilities of district agricultural associations, and requires a district agricultural association to obtain the approval of the Department of Food and Agriculture prior to exercising certain powers, including, among others, the power to sue. Existing law also requires a district agricultural association to obtain the approval of both the Department of Food and Agriculture and the Department of General Services in order to exercise certain other powers, including the power to conduct activities upon the district agricultural association's property, contract, purchase, or convey an interest in either real or personal property, or to use or manage its real estate or personal property.

This bill would revise the duties and responsibilities of the Department of Food and Agriculture and the Department of General Services with respect to district agricultural associations, and, among other things, would delete the requirement that a district agricultural association obtain the Department of Food and Agriculture's approval prior to suing. The bill would also delete the requirement that a district agricultural association obtain prior approval from both the Department of Food and Agriculture and the Department of General Services prior to conducting activities upon the district agricultural association's own property, or entering into a contract or exercising powers over its own real or personal property. The bill would require a district agricultural association to comply with specified contracting

procedures, including, among others, soliciting bids in writing if the estimated total cost of a project exceeds \$25,000, as specified. The bill would require a district agricultural association to adopt a fiscal review policy to conduct audits at regular intervals, as specified, and would authorize the Department of Food and Agriculture to require an audit to be conducted at an earlier time if the department deems it necessary to protect the interests of the district agricultural association. The bill would specify that the title, control, and possession of all personal property acquired, held, managed, or operated by a district agricultural association vests with the district agricultural association. The bill would delete a provision requiring the Secretary of Food and Agriculture to expend up to \$100,000 each fiscal year for an exhibit or exhibits at a fair that demonstrates the process of production and use of food and fiber, and would also delete a requirement that the secretary provide for a conference of fair judges to aid the Department of Food and Agriculture in prescribing regulations, and to expend up to \$15,000 for that purpose. The bill would make other conforming and related changes.

(6) This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: yes. Fiscal committee: yes. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 19606.1 of the *Business and Professions*

2 *Code* is amended to read:

3 19606.1. (a) All revenues transferred pursuant to Section 419616.52 and subdivision (d) of
Section 19614 shall be deposited

1 in the Fair and Exposition Fund and, notwithstanding Section
2 13340 of the Government Code, are continuously appropriated
3 from the fund to the Department of Food and Agriculture, for
4 allocation by the Secretary of Food and Agriculture, at his or her
5 discretion, for the purposes set forth in paragraphs (1) to (6),
6 inclusive. The concurrence of the Director of Finance shall be
7 required for allocations pursuant to paragraphs (1) and (2).
8 Allocations pursuant to paragraphs (3) to (6), inclusive, shall be
9 made with the concurrence of the Joint Committee on Fairs,
10 Allocation, and Classification.

11 (1) For the repayment of the principal of, interest on, and costs
12 of issuance of, and as security, including any coverage factor,
13 pledged to the payment of, bonds issued or to be issued by a joint
14 powers agency or other debt service or expense, including
15 repayment of any advances made or security required by any
16 provider of credit enhancement or liquidity for those bonds or
17 other indebtedness or expenses of maintaining that credit
18 enhancement or liquidity, incurred for the purpose of constructing
19 or acquiring improvements at a fair's racetrack inclosure, satellite
20 wagering facilities at fairs, health and safety repair projects, or
21 handicapped access compliance projects at fairs or for the purpose
22 of refunding bonds or other indebtedness incurred for those
23 purposes. As used in this paragraph, "coverage factor" means
24 revenues in excess of the amount necessary to pay debt service on
25 the bonds or other indebtedness, up to an amount equal to 100
26 percent more than the amount of that debt service, which a joint
27 powers agency, pursuant to the resolution or indenture under which
28 the bonds or other indebtedness are or will be issued, pledges as
29 additional security for the payment of that debt service or is
30 required to have or maintain as a condition to the issuance of
31 additional bonds or other indebtedness. Notwithstanding any other
32 law, the department may also commit any funds available for
33 allocation under Article 10 (commencing with Section 19620) to
34 complete projects funded under this paragraph in the priority
35 described in this paragraph.

36 (2) For payment to the State Race Track Leasing Commission
37 to be pledged for the repayment of debt necessary to construct a
38 racetrack grandstand at the 22nd District Agricultural Association
39 fairgrounds. This payment shall be made only if the secretary
40 determines, annually, that all other pledged revenues have been

1 applied to the repayment of that debt and have been determined
2 by the secretary to be inadequate for that purpose.

3 (3) For the general support of the network of California fairs
4 pursuant to the provisions of this chapter.

5 (4) For health and safety repair projects at fairs, including fire
6 and life safety improvement projects, regulatory compliance
7 projects, and long-term deferred maintenance projects.

8 (5) For capital improvements at fairgrounds. In making
9 determinations to fund capital improvements pursuant to this
10 paragraph, the secretary may grant priority status to renewable
11 energy generation projects.

12 (6) For the payment of expenses incurred in developing and
13 operating revenue generating projects at fairs, or which directly
14 benefit fairs, including the payment of expenses incurred in
15 establishing and operating horse racing facilities, industry training,
16 the establishment of pilot projects to restructure the current fair
17 system, and for projects realizing a cost savings for more efficient
18 utilization of existing fair resources.

19 (b) The secretary may not make an allocation for purposes of
20 paragraphs (2) to (6), inclusive, of subdivision (a) until the
21 payments required in any fiscal year pursuant to paragraph (1) of
22 subdivision (a) have been funded.

23 (c) Pursuant to subdivision (a), the Joint Committee on Fairs,
24 Allocation, and Classification shall review and concur, or not
25 concur, with the secretary's determination of the allocations to be
26 made pursuant to paragraphs (3) to (6), inclusive, of subdivision
27 (a) in total, and the committee may not add to, or delete projects
28 or line items from, the proposed allocations.

29 (d) The secretary's recommendations to the Joint Committee
30 on Fairs, Allocation, and Classification shall be deemed approved
31 30 days after they are received unless they are rejected by the
32 committee.

33 (e) If the Joint Committee on Fairs, Allocation, and
34 Classification does not concur with the secretary's
35 recommendations, the secretary may submit another set of
36 recommendations to the committee pursuant to this section.

37 (f) The payments required in any fiscal year for the purposes
38 of paragraphs (1) and (2) of subdivision (a) shall be made before
39 the secretary may utilize any moneys pursuant to subdivision (g).

1(g) Except as otherwise provided in subdivision (f), when the revenues deposited in the Fair and Exposition Fund exceed the amount necessary to satisfy the purposes of paragraphs (1) and (2) of subdivision (a), the secretary may utilize the excess amounts plus the amounts deposited to the credit of the Fair and Exposition Fund pursuant to revenues deposited to the credit of the fund to make allocations from the fund for the purposes of Section 19620.2. SEC. 2. Section 19608.3 of the *Business and Professions Code* is repealed.

SEC. 3. Section 19614 of the *Business and Professions Code* is amended to read:

19614. (a) Notwithstanding Sections 19611 and 19612, and except for an association that qualifies pursuant to Section 19612.6, for a fair conducting a live racing meeting, 1 percent of the total amount handled on live races, excluding wagering at a satellite facility, shall be retained by the fair association for payment to the state as a license fee.

(b) Additionally, 0.48 percent of the total amount handled on live racing, excluding wagering at a satellite facility, shall be deposited with the official registering agency pursuant to subdivision (a) of Section 19617.2, and shall thereafter be distributed in accordance with subdivisions (b), (c), and (d) of Section 19617.2.

(c) (1) After distribution of the applicable amounts as set forth in subdivisions (a) and (b) and the payments made pursuant to other relevant sections of this chapter, all funds remaining from the deductions provided in Section 19610 shall be distributed 47.5 percent as commissions and 52.5 percent as purses. From the amount distributed as thoroughbred purses, a sum equal to 0.07 percent of the total handle shall be held by the association to be deposited with the official registering agency pursuant to subdivision (a) of Section 19617.2, and shall thereafter be distributed in accordance with subdivisions (b), (c), and (d) of Section 19617.2.

(2) Any additional amount generated for purses and not distributed during the previous corresponding meeting shall be added to the purses at the current meeting.

(d) In addition to the amounts deducted pursuant to Section 19610, any fair racing association shall deduct 1 percent from the total amount handled in its daily conventional and exotic

1 parimutuel pools. The additional 1 percent shall be deposited in
2 the Fair and Exposition Fund and is hereby appropriated for the
3 purposes specified in paragraph (6) of subdivision (a) of Section
4 19606.1.

5 SEC. 4. Section 19620 of the *Business and Professions Code*
6 is amended to read:

7 19620. (a) The Legislature finds and declares that the
8 Department of Food and Agriculture is responsible for ensuring
9 the integrity of the Fair and Exposition Fund, administering
10 allocations from the fund to the network of California fairs, as
11 defined in Sections 19418 to 19418.3, inclusive, and providing
12 oversight of activities carried out by each California fair.

13 (b) Oversight shall include, but not be limited to, the following:

14 (1) Monitoring the solvency of the Fair and Exposition Fund.

15 (2) Distributing available state resources to the network of
16 California fairs based on criteria for state allocations approved by
17 the Secretary of Food and Agriculture. The criteria for the
18 distribution of available state resources to the network of California
19 fairs shall not include a consideration of the structure that governs
20 the fair.

21 (3) Creating a framework for administration of the network of
22 California fairs allowing for maximum autonomy and local
23 decisionmaking authority, and conducting, or causing to be
24 conducted, annual fiscal reviews.

25 (4) Requiring books and accounts for the prior calendar year of
26 all fairs receiving money from the fund to be examined and
27 reviewed annually and audited once every three years by an
28 independent certified public accountant or certified public
29 accountancy firm selected by the fair. A summary of this
30 examination, certified by the selected certified public accountant
31 or certified public accountancy firm, shall be appended to the fair's
32 annual statement of operations, along with the accountant or
33 accounting firm's recommendations, for the approval of the
34 secretary. The cost of a fair's annual review or audit shall be the
35 responsibility of each fair. With the approval of the secretary, two
36 or more fairs may conduct or contract for a joint review or audit.

37 (5) Guiding and providing incentives to fairs to seek matching
38 funds and generate new revenue from a variety of sources.

1(6) Supporting continuous improvement of fair programming
2 to ensure that California fairs remain highly relevant community
3 institutions.

(7) Ensuring the productive use of fairgrounds for community-based needs including, but not limited to, providing educational, entertainment, and recreational opportunities for the general public, offering space for concerts, conferences, exhibits, festivals, trade and consumer shows, and other temporary commercial activities consistent with local zoning ordinances, or any activity that helps to preserve and promote California's agricultural heritage and cultural history.

(8) Preventing the misuse of fairgrounds for activities incompatible with the mission of fairs to operate in the public interest and serve their local communities.

4 SEC. 5. Section 19620.1 of the *Business and Professions Code*
5 is repealed.

6 SEC. 6. Section 19620.2 of the *Business and Professions Code*
7 is amended to read:

8 19620.2. (a) Any unallocated balance in the Fair and
9 Exposition Fund is hereby appropriated without regard to fiscal
10 years for allocation by the Secretary of Food and Agriculture for
11 capital outlay to California fairs for fair projects involving public
12 health and safety, for fair projects involving major and deferred
13 maintenance, for fair projects necessary due to any emergency,
14 for projects that are required by physical changes to the fair site,
15 for projects that are required to protect the fair property or
16 installation, such as fencing and flood protection, and for the
17 acquisition or improvement of any property or facility that will
18 serve to enhance the operation of the fair.

19(b) A portion of the funds subject to allocation pursuant to
20 subdivision (a) may be allocated to California fairs for general
21 operational support. It is the intent of the Legislature that these
22 moneys be used primarily for those fairs whose sources of revenue
23 may be limited for purposes specified in this section.

24(c) As determined by the secretary,
25 a reasonable amount of the funds specified in subdivision (a) may
26 be used during any year by the Division of Fairs and Expositions
27 to provide oversight and administration of the network of California
28 fairs pursuant to this chapter.

29 (d) The secretary shall annually project the available funds from
30 the Fair and Exposition Fund and shall advise the Joint Committee
31 on Fairs, Allocation, and Classification of the administrative budget
32 of the Division of Fairs and Expositions and the additional staff
33 and contracts necessary to develop and administer an operational
34 and policy framework to oversee the network of California fairs
35 and include that amount in the annual expenditure plan described
36 in subdivision (e).

37(e) The secretary shall prepare an annual expenditure plan for
38 use of the moneys available from the Fair and Exposition Fund
39 for review and approval by the Joint Committee on Fairs,
40 Allocation, and Classification. The Joint Committee on Fairs,

1 Allocation, and Classification shall review and concur, or not
2 concur, with the spending plan in total, and shall not add to, or
3 delete projects or line items from, the proposed allocation.

4(f) The secretary's recommendations to the Joint Committee on
5 Fairs, Allocation, and Classification shall be deemed approved 30
6 days after they are received unless they are rejected by the
7 committee.

8 (g) If the Joint Committee on Fairs, Allocation, and
9 Classification does not concur with the secretary's
10 recommendations, the secretary may submit another set of
11 recommendations to the committee.

12 SEC. 7. Section 3200 of the *Food and Agricultural Code* is
13 repealed.

14 SEC. 8. Section 3200 is added to the *Food and Agricultural*
15 *Code*, to read:

16 3200. (a) The Legislature finds and declares that funding for
17 the network of California fairs is a cooperative venture and is
18 anticipated to be generated from multiple sources, public and
19 private. Because of the benefits that accrue to the state and to its
20 residents by virtue of having the fair industry participate
21 cooperatively with the state for the purpose of effectively
22 overseeing and promoting fairs within the state, the Legislature
23 finds and declares that the fairs shall work collectively to identify
24 and designate new funding sources for fairs to be utilized for the
25 benefit of all fairs in the network.

26 (b) Notwithstanding any other law, all funds appropriated for
27 California fairs and expositions pursuant to this chapter or any
28 other law shall be deposited in the Fair and Exposition Fund and
29 are continuously appropriated as specified in Sections 19606.1
30 and 19620.2 of the Business and Professions Code.

31(c) Notwithstanding Article 2 (commencing with Section 11270)
32 of Chapter 3 of Part 1 of Division 3 of Title 2 of the Government
33 Code relating to administrative costs, the California Exposition
34 and State Fair and the fairs specified in Sections 19418.1, 19418.2,
35 and 19418.3 of the Business and Professions Code shall only be
36 assessed and pay a share of those costs directly related to personnel
37 administration and no other administrative costs for services from
38 other state agencies except costs for services rendered pursuant to
39 specific contracts entered into with other state agencies.

1 SEC. 9. Section 3954 of the *Food and Agricultural Code* is
2 amended to read:

3 3954. Each association by its name has perpetual succession.
4 It may have a seal. An association may be sued and may sue, and
5 may do any and all things necessary to carry out the powers and
6 the objects and purposes for which the association is formed.

7 SEC. 10. Section 3965 of the *Food and Agricultural Code* is
8 amended to read:

9 3965. The board may, with the approval of the department:

10 (a) Fix the term of office, the amount of bond, salary, and

11 prescribe the duties of the secretary and of the treasurer.

12 (b) Manage the affairs of the association.

13 (c) Make all necessary bylaws, rules, and regulations for the
14 government of the association.

15 (d) Delegate, as it may deem advisable, to its officers or

16 employees any of the powers that are vested in the board under

17 subdivision (b). Any delegation of power may be revoked at any

18 time.

19 SEC. 11. Section 3965.1 of the *Food and Agricultural Code* is
20 amended to read:

21 3965.1. (a) Notwithstanding Section 3965 or 4051, the board

22 may arrange for and conduct, or cause to be conducted, or by

23 contract permit to be conducted, by any other individual, institution,

24 corporation, or association, upon its property at a time as it may

25 be deemed advisable, any activity.

26 (b) If a proposed activity would result in a material change in use of fair district facilities or real property the district shall notify the department, the Joint Committee on Fairs, Allocation, and Classification, and prominently post a summary notice of the proposed activity on the district's website at least 90 days prior to the board's initial consideration of the proposal. For purposes of this subdivision, a "material change in use" includes, but is not limited to, any of the following:

- (1) A new activity that would require the permanent use of more than 25 percent of the fair district real property.
- (2) A new activity that would grant by lease, license, or any other agreement an exclusive right to use fair district real property for a commercial purpose for a period exceeding one year.
- (3) A new activity that would result in an increase [or decrease] in daily fairgrounds visitors exceeding 25 percent of average visitors during the prior year.
- (4) The elimination or termination of any activity regularly conducted on the fairgrounds for five or more years.

(c) A resident of the fair district may bring an action to enjoin a violation of subdivision (b). A plaintiff in any such action shall not be required to prove irreparable injury.

(d) Notwithstanding subdivision (a), revenue generating contracts involving hazardous activities shall not be approved by the board unless adequate insurance coverage is provided, as determined by the department in consultation with the Department of General Services.

31 SEC. 12. Section 3967 of the *Food and Agricultural Code* is
32 amended to read:

33 3967. (a) Any director who misses three consecutive regular

34 meetings of the board without the permission of the board is

35 deemed to have resigned from the board.

1(b) The Governor may remove a director for cause within one
2 year of the director's appointment.

3 SEC. 13. Section 4051 of the *Food and Agricultural Code* is
4 repealed.

5 SEC. 14. Section 4051 is added to the *Food and Agricultural*
6 *Code*, to read:

7 4051. (a) Subject only to the conditions specified in this
8 chapter, an association may do any of the following:

9 (1) Contract in accordance with all of the following:

10

11(A) All applicable state laws governing contracts, except as
12 follows:

13 (i) A contract entered into by an association for goods is not
14 subject to Chapter 2 (commencing with Section 10290) of Part 2
15 of Division 2 of the Public Contract Code.

16 (ii) Any contract entered into by an association is not subject
17 to Chapter 3 (commencing with Section 12100) of Part 2 of
18 Division 2 of the Public Contract Code.

19 (B) the estimated total cost of any construction project or
20 similar work carried out under this section exceeds twenty-five
21 thousand dollars (\$25,000), the district agricultural association
22 shall solicit bids in writing and shall award the work to the lowest
23 responsible bidder or reject all bids. The district agricultural
24 association is subject to all applicable provisions of the Public
25 Contract Code.

27 (C) A district agricultural association may elect to become
28 subject to the provisions of the Uniform Public Construction Cost
29 Accounting Act (Chapter 2 (commencing with Section 22000) of
30 Part 3 of Division 2 of the Public Contract Code).

31(2) Accept funds or gifts of value from the United States or any
32 person to aid in carrying out the purposes of this part.

33 (3) Conduct or contract for programs, and contract for the
34 purchase or lease of goods as are necessary for effectuating the
35 purposes of this chapter, either independently or in cooperation
36 with any individual, public or private organization, or federal,
37 state, or local governmental agency.

38(4) Establish and maintain a bank checking account or other
39 financial institution account, approved by the Director of Finance
40 in accordance with Sections 16506 and 16605 of the Government

1 Code, for depositing funds received by the district agricultural
2 association. Notwithstanding Section 13340 of the Government
3 Code, all funds maintained in an account authorized by this
4 paragraph are continuously appropriated to the board, without
5 regard to fiscal year, to carry out this part.

6 (5) Approve the annual budget of the association and establish
7 a program for paying vendors who contract with the district
8 agricultural association.

9 (6) Contract with any county or county fair association for
10 holding a fair jointly with the county or county fair association.
11 The joint fair is a district fair of the association.

12 (7) Make or adopt all necessary orders, rules, or regulations for
13 governing the activities of the district agricultural association.
14 Notwithstanding Section 14, any orders, rules, or regulations
15 adopted by the board are exempt from Chapter 3.5 (commencing
16 with Section 11340) of Part 1 of Division 3 of Title 2 of the
17 Government Code. For informational purposes only, however, any
18 order, rule, or regulation adopted by the board may be transmitted
19 to the Office of Administrative Law for filing with the Secretary
20 of State pursuant to Section 11343 of the Government Code.

21 (8) Operate a payroll system for paying employees, and a system
22 for accounting for vacation and sick leave credits of employees.

23 (9) Delegate to the officers and employees of the district
24 agricultural association the exercise of powers vested in the board
25 as the board may deem desirable for the orderly management and
26 operation of the association.

27 (10) With the
28 approval of the Department of General Services, purchase, acquire,
29 hold, sell, or exchange, or convey any interest in real property for
30 a period in excess of 20 years. Any acquisition of land or other
31 real property shall be subject to the Property Acquisition Law (Part
32 11 (commencing with Section 15850) of Division 3 of Title 2 of
33 the Government Code).

34 (11) Make permanent improvements upon publicly owned real
35 property adjacent to, or near the vicinity of, the real property of
36 the district agricultural association when the improvements
37 materially benefit the property of the association.

1 SEC. 15. Section 4051.1 of the *Food and Agricultural Code* is
2 repealed.

3 SEC. 16. Section 4051.2 of the *Food and Agricultural Code* is
4 repealed.

5 SEC. 17. Section 4053 of the *Food and Agricultural Code* is
6 repealed.

7 SEC. 18. Section 4053 is added to the *Food and Agricultural*
8 *Code*, to read:

9 4053. Notwithstanding Section 14660.5 of the Government
10 Code, the title, control, and possession of all personal property
11 acquired, held, managed, or operated by a district agricultural
12 association, including property controlled or possessed by the
13 association before the enactment of this section, vests with the
14 association.

15 SEC. 19. Section 4057 of the *Food and Agricultural Code* is
16 repealed.

17 SEC. 20. Section 4401.5 of the *Food and Agricultural Code* is
18 repealed.

19 SEC. 21. Section 11011.2 of the *Government Code* is amended
20 to read:

21 11011.2. (a) (1) Notwithstanding any other law, including,
22 but not limited to, Sections 11011 and 14670, except as provided
23 in this section, the Department of General Services may lease real
24 property under the jurisdiction of a state agency or department, if
25 the Director of General Services determines that the real property
26 is of no immediate need to the state but may have some potential
27 future use to the program needs of the agency or department.

28 (2) The Director of General Services may not lease any of the
29 following real property pursuant to this section:

30 (A) Tax-deeded land or lands under the jurisdiction of the State
31 Lands Commission.

32 (B) Land that has escheated to the state or that has been
33 distributed to the state by court decree in estates of deceased
34 persons.

35 (C) Lands under the jurisdiction of the State Coastal
36 Conservancy or another state conservancy.

37 (D) Lands under the jurisdiction of the Department of
38 Transportation or the California State University system, or land
39 owned by the Regents of the University of California.

1(E) Lands under the jurisdiction of the Department of Parks and
2 Recreation.

3 (F) Lands under the jurisdiction of the Department of Fish and
4 Wildlife.

5(3) A lease entered into pursuant to this section shall be set at
6 the amount of the lease's fair market value, as determined by the
7 Director of General Services. The Director of General Services
8 may determine the length of term or a use of the lease, and specify
9 any other terms and conditions that are determined to be in the
10 best interest of the state.

11(b) The Department of General Services may enter into a
12 long-term lease of real property pursuant to this section that has
13 outstanding lease revenue bonds and for which the real property
14 cannot be disencumbered from the bonds, only if the issuer and
15 trustee for the bonds approves the lease transaction, and this
16 approval takes into consideration, among other things, that the
17 proposed lease transaction does not breach a covenant or obligation
18 of the issuer or trustee.

19 (c) (1) All issuer- and trustee-related costs for reviewing a
20 proposed lease transaction pursuant to this section, and all other
21 costs of the lease transaction related to the defeasance or other
22 retirement of any bonds, including the cost of nationally recognized
23 bond counsel, shall be paid from the proceeds of that lease.

24 (2) The Department of General Services shall be reimbursed
25 for any reasonable costs or expenses incurred in conducting a
26 transaction pursuant to this section.

27 (3) Notwithstanding subdivision (g) of Section 11011, the
28 Department of General Services shall deposit into the General
29 Fund the net proceeds of a lease entered into pursuant to this
30 section, after deducting the amount of the reimbursement of costs
31 incurred pursuant to this section or the reimbursement of
32 adjustments to the General Fund loan made pursuant to Section 8
33 of Chapter 20 of the 2009-10 Fourth Extraordinary Session from
34 the lease.

35(d) The Department of General Services shall transmit a report
36 to each house of the Legislature on or before June 30, 2011, and
37 on or before June 30 each year thereafter, listing every new lease
38 that exceeds a period of five years entered into under the authority
39 of this section and the following information regarding each listed
40 lease:

1 (1) Lease payments.
2 (2) Length of the lease.
3 (3) Identification of the leasing parties.
4 (4) Identification of the leased property.
5 (5) Any other information the Director of General Services
6 determines should be included in the report to adequately describe
7 the material provisions of the lease.
8 SEC. 22. This act is an urgency statute necessary for the
9 immediate preservation of the public peace, health, or safety within
10 the meaning of Article IV of the Constitution and shall go into
11 immediate effect. The facts constituting the necessity are:
12 In order to restore the viability of California fairs as soon as
13 possible, it is necessary that this act take effect immediately.
