



The mission of OCFEC is...
**CELEBRATION OF ORANGE COUNTY'S
COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE**
(with results justifying resources expended)

NOTICE OF MEETING
32ND District Agricultural Association
OCFEC Board of Directors
Thursday, August 22, 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

A. 2013 OC Fair

B. Pacific Amphitheatre Phase II Update

C. Wavelength Music Festival

D. Buena Park Certificate

E. Other

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. MINUTES:

A. Board Meeting held June 27, 2013

Action Item

B. Board Meeting held July 8, 2013

Action Item

8. 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-62-13PA; SA-89-13PA; SA-226-13SP; SA-228-13SP; SA-232-13GE; SA-233-13GE; SA-234-13GE; SA-235-13FT; SA-236-13GA; SA-237-13GE; SA-238-13GE; SA-239-13FT; SA-240-13GE; SA-241-13SP; SA-242-13PS; SA-243-13GE; SA-244-13FT; SA-245-13FT; SA-246-13SP; SA-247-13LS; SA-248-13LS; SA-249-13SP; SA-250-13SP; SA-251-13SP; SA-252-13GA; SA-253-13LS; SA-254-13LS; SA-255-13LS; SA-256-13GE
- B. Amendments: SA-48-13GE (Amend #1); SA-120-13GE (Amend #1); SA-182-10SP (Amend #1); SA-180-13SP (Amend #1); SA-219-13SP (Amend #1); SA-219-13SP (Amend #2); SA-54-13SP (Amend #1); SA-111-13LS (Amend #1); SA-243-13GE; (Amend #1); SA-146-13FT (Amend #1); SA-253-13LS (Amend #1); SA-172-13GE
- C. Interagency Agreements: none
- D. Rental Agreements: R-037-13; R-148-13; R-162-13; R-179-13; R-183-13; R-184-13; R-185-13; R-187-13; R-188-13; R-189-13; R-195-13; R-097-13 (Amend. #1)
- E. Active Joint Powers Authority Agreements: 13-031A
- F. Commercial Agreements: 23362; 23547; 23549
- G. Platinum Partner Agreements: 23002; 23014; 23017; 23020; 23024; 23038; 23081; 23122; 23131; 23137; 23150; 23155; 23159; 23199; 23201; 23204; 23242; 23259; 23271; 23321; 23334; 23379; 23429; 23451; 23464; 23481; 23505; 23507; 23537; 23543; 23548; 23569; 23594; 23631; 23635; 23636; 23637; 23638; 23639; 23641; 23642; 23647; 23648; 23655

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee/Task Force/Liaison Reports

Information Item

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

- i. TelPhil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2013 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force

vii. Veteran's Memorial Task Force

B. Discussion of SB-741

Action Item

C. Review and Approve Bid for Memorial Garden Building Relocation

Action Item

D. Review and approve annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Youth Expo, annual OC Fair and all other fair sanctioned activities and events.

Action Item.

E. Review and approve the appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an elector for the California Fair Services Authority (CFSA) Board of Directors elections.

Action Item

F. Review of Board of Directors Nominating Task Force Recommendation and Election of Board Officers

1. Office of Chair
2. Office of Vice Chair
3. Office of Secretary-Treasurer

Action item

G. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy Reference 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting.

Action Item

H. Approval of Compensation for OCFEC CEO

Action Item

10. CLOSED SESSION (Closed to the Public)

- A. Lease Negotiations with Tel-Phil Enterprises – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to advise its negotiators, Douglas La Belle and Stan Tkaczyk, with respect to the terms and conditions of the lease of a portion of the Orange County Fairgrounds known as Main Parking Lot A with Tel Phil Enterprises, Inc. Negotiations would be conducted with Jeffrey Teller of Tel Phil Enterprises, Inc or his representatives.
- B. Pursuant to the provisions of Government Code Section 11126(a)(1) the Board of Directors will meet in closed session to discuss the appointment of a public employee.

C. Pursuant to the provisions of Government Code section 11126(a)(1) the Board of Directors will meet in closed executive session to consider the evaluation of performance of a public employee.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: TBD

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center

A handwritten signature in black ink, appearing to read "Doug Lofstrom", with a large, stylized flourish at the end.

Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. August 11, 2013



The following financial reports as of May 31, 2013 are enclosed for your reference.

Statement of Cash Flows

As of May 31, 2013, OCFEC's cash on hand is \$22,695,191, a decrease of \$112,256 during 2013. Operating activities have resulted in a net cash inflow of \$1,709,345 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$1,821,601 to date.

Balance Sheet

Deferred Revenue continues to grow due to sales of 2013 OC Fair concert and Super Pass tickets and invoicing of payments for events to be held in future months, primarily the Fair.

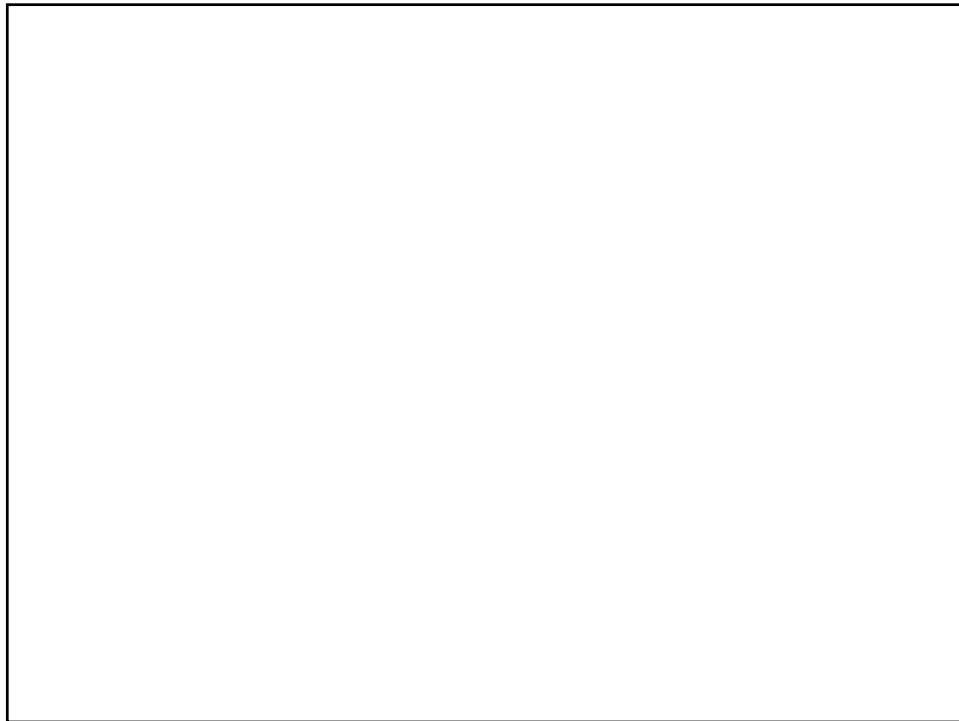
Income Statement

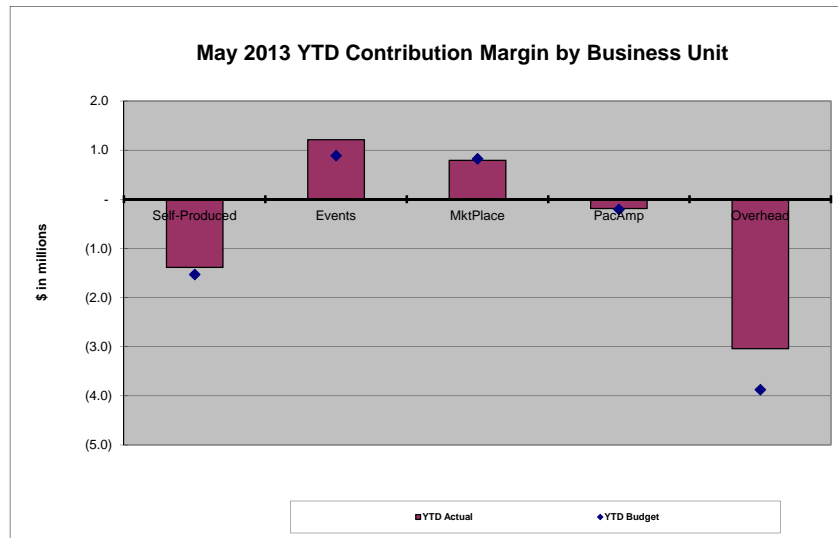
May 2013 year-to-date expenses exceed revenues by \$3,850,282, which is favorable to the budgeted net proceeds of (\$5,132,180) by \$1,281,898. Excluding Major Projects, for which the entire 2013 budget of \$362k was loaded in January, net proceeds year-to-date are favorable to budget by \$919,898.

Total year-to-date revenues of \$3,121,648 are favorable to budget by \$187,908.

Total year-to-date operating expenses of \$5,613,094 are favorable to budget by \$857,068. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$578k due primarily to unfilled positions and less than anticipated employee benefits expense.

32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of May 31, 2013

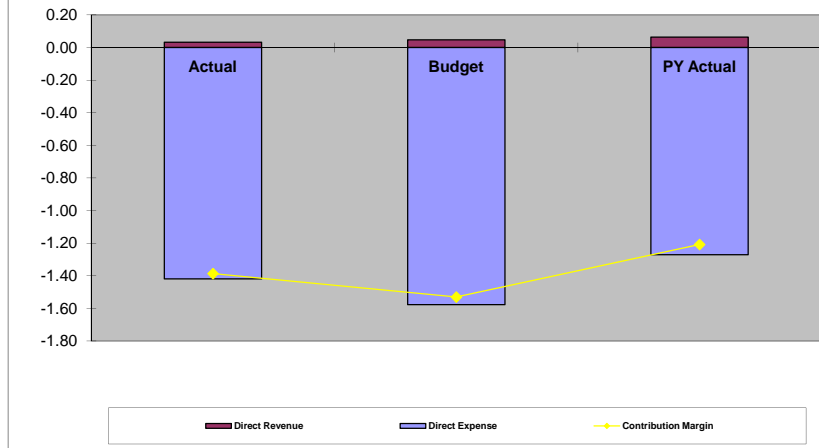




**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of May, 2013**

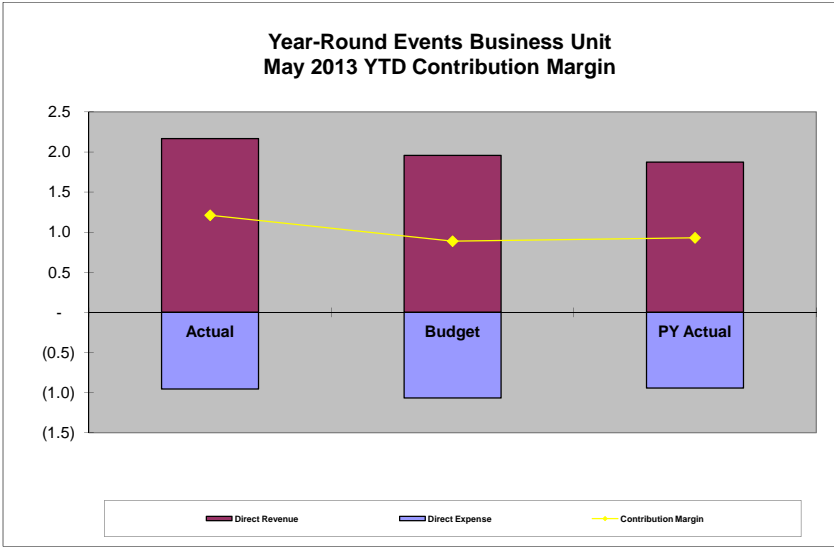
| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|--|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Contribution Margins: | | | | |
| Self-Produced Events Business Unit | (1.4) | (1.5) | (1.2) | 7.8 |
| Events Business Unit | 1.2 | 0.9 | 0.9 | 1.4 |
| MarketPlace Business Unit | 0.8 | 0.8 | 0.8 | 2.0 |
| Pacific Amphitheatre Business Unit | (0.2) | (0.2) | (0.2) | 1.2 |
| Total Business Unit Contribution Margin | 0.4 | (0.0) | 0.3 | 12.4 |
| Net Overhead Expense (Cash) | (3.0) | (3.9) | (2.8) | (10.0) |
| Net Cash Provided (Used) Subtotal | (2.6) | (3.9) | (2.5) | 2.4 |
| Capital Expenditures | (1.8) | | (2.5) | (11.2) |
| Balance Sheet Changes | 4.3 | | 5.0 | - |
| Net Increase (Decrease) in Cash | (0.2) | (3.9) | (0.0) | (8.8) |

**Self-Produced Events Business Unit
May 2013 YTD Contribution Margin**



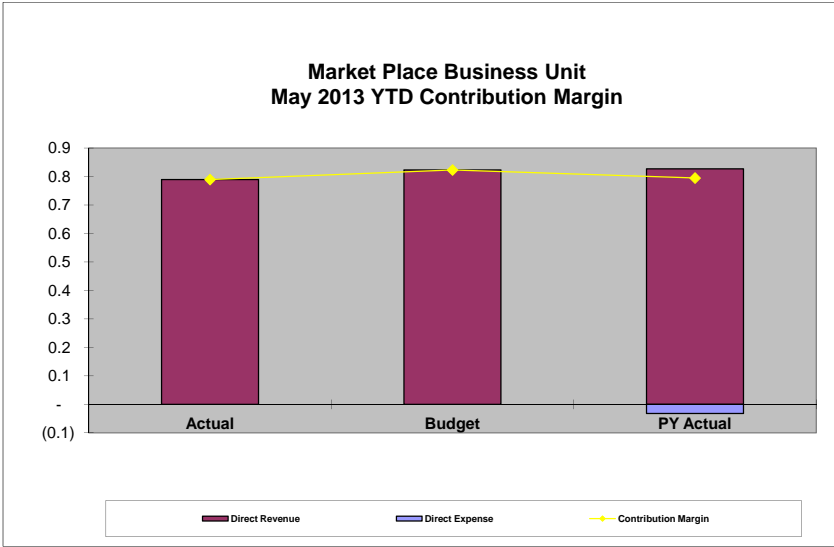
**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of May, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|---|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Admissions | \$0.0 | \$0.0 | \$0.0 | \$6.8 |
| Concessions | 0.0 | 0.0 | 0.0 | 4.9 |
| Carnival | 0.0 | 0.0 | 0.0 | 2.3 |
| Sponsorships | 0.0 | 0.0 | 0.0 | 1.3 |
| Commercial Space | 0.0 | 0.0 | 0.0 | 1.4 |
| Parking | 0.0 | 0.0 | 0.0 | 2.3 |
| Other Revenue | 0.0 | 0.0 | 0.1 | 1.0 |
| Total Direct Revenue | 0.0 | 0.0 | 0.1 | 20.0 |
| Payroll/Related | 0.7 | 0.8 | 0.8 | 4.1 |
| Outside Services | 0.4 | 0.4 | 0.2 | 2.2 |
| Marketing/Related | 0.1 | 0.1 | 0.1 | 1.3 |
| Supplies/Equipment/Rentals | 0.1 | 0.2 | 0.2 | 2.0 |
| Attractions | 0.0 | 0.0 | 0.0 | 1.2 |
| Other Expense | 0.0 | 0.1 | 0.1 | 1.5 |
| Total Direct Expense | 1.4 | 1.6 | 1.3 | 12.2 |
| Contribution to Overhead and CapEx | (\$1.4) | (\$1.5) | (\$1.2) | \$7.8 |



**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of May, 2013**

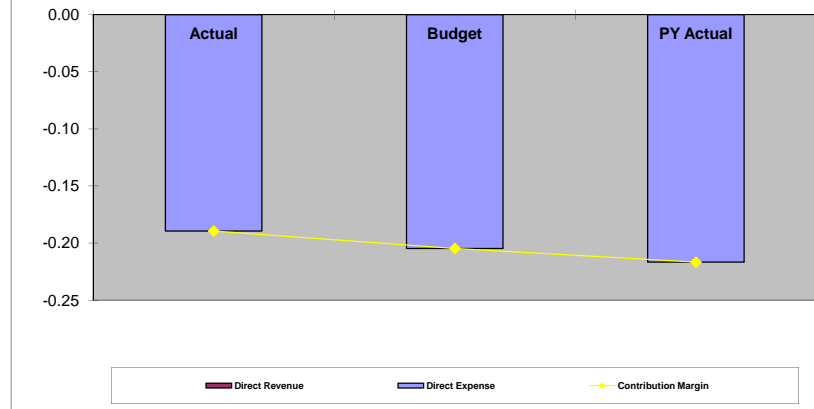
| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|---|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Rental of Facilities | \$0.5 | \$0.5 | \$0.5 | \$1.0 |
| Personnel Services | 0.5 | 0.4 | 0.3 | 0.7 |
| Concessions | 0.3 | 0.3 | 0.3 | 0.6 |
| Equipment Rentals | 0.3 | 0.2 | 0.2 | 0.4 |
| Admissions/Parking | 0.6 | 0.6 | 0.5 | 1.0 |
| Other Revenue | 0.0 | 0.0 | 0.0 | 0.1 |
| Total Direct Revenue | 2.2 | 2.0 | 1.9 | 3.8 |
| Payroll/Related | 0.7 | 0.8 | 0.7 | 1.8 |
| Outside Services | 0.1 | 0.1 | 0.1 | 0.1 |
| Supplies/Equipment/Rentals | 0.0 | 0.1 | 0.1 | 0.1 |
| Facility/Related | 0.1 | 0.1 | 0.1 | 0.3 |
| Marketing/Related | 0.0 | 0.0 | 0.0 | 0.0 |
| Other Expense | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Direct Expense | 1.0 | 1.1 | 0.9 | 2.4 |
| Contribution to Overhead and CapEx | \$1.2 | \$0.9 | \$0.9 | \$1.4 |



**Market Place Business Unit
Contribution Margin Statement
Year to Date as of May, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|------------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Rental of Facilities | \$0.8 | \$0.8 | \$0.8 | \$2.0 |
| Other Revenue | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Total Direct Revenue | \$0.8 | \$0.8 | \$0.8 | \$2.0 |
| Marketing/Related | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Other Expense | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Total Direct Expense | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Contribution to Overhead and CapEx | \$0.8 | \$0.8 | \$0.8 | \$2.0 |

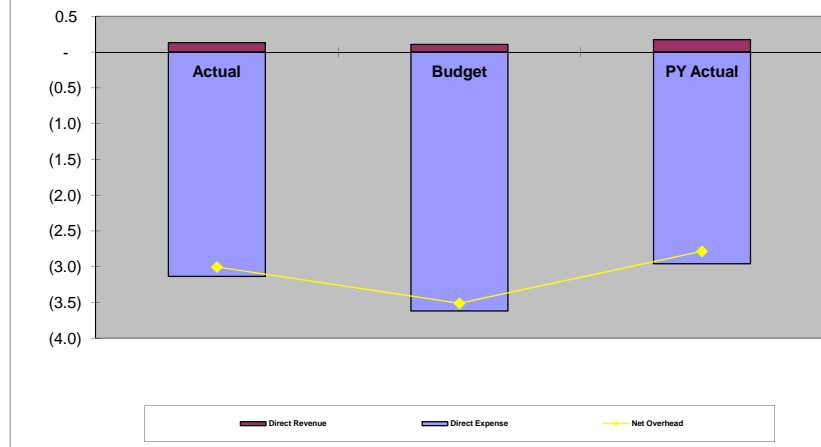
**Pacific Amphitheatre Business Unit
May 2013 YTD Contribution Margin**



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of May, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|------------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Ticket Sales | \$0.0 | \$0.0 | \$0.0 | \$4.2 |
| Facility Fee | 0.0 | 0.0 | 0.0 | 0.7 |
| Concessions | 0.0 | 0.0 | 0.0 | 0.3 |
| Parking | 0.0 | 0.0 | 0.0 | 0.4 |
| Sponsorship | 0.0 | 0.0 | 0.0 | 0.1 |
| Other Revenue | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Direct Revenue | 0.0 | 0.0 | 0.0 | 5.7 |
| Performers' Fees | 0.0 | 0.0 | 0.0 | 3.0 |
| Outside Services | 0.1 | 0.1 | 0.1 | 0.5 |
| Marketing/Related | 0.1 | 0.1 | 0.1 | 0.2 |
| Supplies/Equipment/Rentals | 0.0 | 0.0 | 0.0 | 0.4 |
| Payroll/Related | 0.0 | 0.0 | 0.0 | 0.1 |
| Other Expense | 0.0 | 0.0 | 0.0 | 0.2 |
| Total Direct Expense | 0.2 | 0.2 | 0.2 | 4.5 |
| Contribution to Overhead and CapEx | (\$0.2) | (\$0.2) | (\$0.2) | \$1.2 |

**Support Services/Outreach
May 2013 YTD Net Overhead**



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of May, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|-------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Interest | \$0.0 | \$0.0 | \$0.0 | \$0.1 |
| Facility Rentals | \$0.1 | \$0.0 | \$0.0 | \$0.1 |
| Other Revenue | \$0.1 | \$0.0 | \$0.1 | \$0.1 |
| Total Revenue | \$0.1 | \$0.1 | \$0.2 | \$0.3 |
| Payroll/Related | \$2.2 | \$2.6 | \$2.0 | \$6.7 |
| Facility/Related | \$0.5 | \$0.6 | \$0.5 | \$1.8 |
| Supplies/Telephone/Postage | \$0.2 | \$0.2 | \$0.2 | \$0.6 |
| Outside Services | \$0.2 | \$0.2 | \$0.1 | \$0.4 |
| Insurance | \$0.0 | \$0.0 | \$0.1 | \$0.2 |
| Other Expense | \$0.1 | \$0.0 | \$0.0 | \$0.2 |
| Total Expense | \$3.1 | \$3.6 | \$3.0 | \$9.9 |
| Net Overhead | (\$3.0) | (\$3.5) | (\$2.8) | (\$9.6) |
| Non-Cash Expenses: | | | | |
| Depreciation Expense | \$1.2 | \$1.2 | \$1.2 | \$3.0 |
| Total Non-Cash Expense | \$1.2 | \$1.2 | \$1.2 | \$3.0 |

Note: Includes education/outreach program expenditures of \$426k

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of May, 2013**

| | 2013 Year to Date Amount | Budget Year to Date Amount | Budget \$ Variance | Budget % Variance | 2012 Year to Date Amount | Year over Year \$ Variance | Year over Year % Variance | Full 2013 Budget |
|---|--------------------------------|----------------------------------|-----------------------|----------------------|--------------------------------|-------------------------------|------------------------------|------------------------|
| Revenues | | | | | | | | |
| Admissions to Grounds | \$ - | \$ - | \$ - | N/A | \$ - | \$ - | N/A | \$ 8,248,000 |
| Commercial Space Rental Revenue | 6,785 | 5,000 | 1,785 | 35.7% | 5,795 | 990 | 17.1% | 1,359,000 |
| Carnival and Concessions Revenue | - | - | - | N/A | - | - | N/A | 7,555,000 |
| Exhibits Revenue | 20,606 | 29,354 | (8,748) | -29.8% | 36,166 | (15,560) | -43.0% | 58,250 |
| Attractions Revenue | - | - | - | N/A | (180) | 180 | -100.0% | 3,867,000 |
| Miscellaneous Revenue | 5,669 | 7,500 | (1,831) | -24.4% | 6,930 | (1,261) | -18.2% | 4,370,700 |
| Total OCFEC-Produced Event Revenue | 33,060 | 41,854 | (8,794) | -21.0% | 48,711 | (15,651) | -32.1% | 25,457,950 |
| Facility Rental Revenue | 1,308,172 | 1,283,600 | 24,572 | 1.9% | 1,290,591 | 17,581 | 1.4% | 2,982,100 |
| Other Event Revenue | 1,651,306 | 1,500,100 | 151,206 | 10.1% | 1,423,000 | 228,305 | 16.0% | 2,959,556 |
| Equestrian Center Revenue | 50,285 | 41,666 | 8,619 | 20.7% | 39,911 | 10,373 | 26.0% | 100,000 |
| Horse Show Revenue | - | - | - | N/A | - | - | N/A | - |
| Other Operating Revenue | 35,109 | 20,536 | 14,573 | 71.0% | 26,340 | 8,768 | 33.3% | 144,685 |
| Total Rental Revenue | 3,044,870 | 2,845,902 | 198,969 | 7.0% | 2,779,843 | 265,027 | 9.5% | 6,186,341 |
| Interest Earnings | 23,821 | 26,235 | (2,414) | -9.2% | 26,120 | (2,299) | -8.8% | 70,500 |
| Grants | 20,488 | 18,750 | 1,738 | 9.3% | 83,105 | (62,617) | -75.3% | 50,000 |
| Revenue from Sale of Assets | - | - | - | N/A | - | - | N/A | - |
| Other Non-Operating Revenue | 225 | 1,000 | (775) | -77.5% | 2,625 | (2,400) | -91.4% | 1,000 |
| Prior Year Revenue | (816) | - | (816) | N/A | (2,258) | 1,443 | -63.9% | - |
| Total Non-Operating Revenue | 43,718 | 45,985 | (2,267) | -4.9% | 109,592 | (65,874) | -60.1% | 121,500 |
| Total Revenue | \$ 3,121,648 | \$ 2,933,741 | \$ 187,908 | 6.4% | \$ 2,938,146 | \$ 183,503 | 6.2% | \$ 31,765,791 |
| Expenses | | | | | | | | |
| Payroll and Related Expense | \$ 3,611,936 | \$ 4,189,555 | \$ 577,618 | 13.8% | \$ 3,472,602 | \$ (139,335) | -4.0% | \$ 12,740,754 |
| Professional Services Expense | 691,505 | 724,173 | 32,667 | 4.5% | 419,673 | (271,832) | -64.8% | 3,211,898 |
| Directors Expense | 9,759 | 3,750 | (6,009) | -160.2% | 4,549 | (5,211) | -114.6% | 12,250 |
| Insurance Expense | 26,199 | 19,272 | (6,927) | -35.9% | 72,140 | 45,942 | 63.7% | 223,762 |
| Telephone & Postage Expense | 55,940 | 58,726 | 2,786 | 4.7% | 60,953 | 5,013 | 8.2% | 151,743 |
| Supplies and Equipment Expense | 340,044 | 406,277 | 66,233 | 16.3% | 389,698 | 49,653 | 12.7% | 2,844,702 |
| Facility and Related Expense | 631,090 | 755,540 | 124,450 | 16.5% | 681,513 | 50,423 | 7.4% | 3,172,451 |
| Publicity & Related Expense | 181,773 | 241,716 | 59,943 | 24.8% | 222,028 | 40,256 | 18.1% | 1,690,134 |
| Attractions Expense | 21,570 | 17,500 | (4,070) | -23.3% | 16,650 | (4,920) | -29.6% | 4,189,570 |
| Other Self-Prod Event Expense | 3,033 | 2,671 | (362) | -13.6% | 2,671 | (362) | -13.6% | 274,790 |
| Premium Expense | 5,957 | 7,822 | 1,865 | 23.8% | 7,822 | 1,865 | 23.8% | 117,872 |
| Other Operating Expense | 34,286 | 43,161 | 8,874 | 20.6% | 35,124 | 838 | 2.4% | 379,189 |
| Total Operating Expense | 5,613,094 | 6,470,162 | 857,068 | 13.2% | 5,385,423 | (227,670) | -4.2% | 29,009,115 |
| Depreciation Expense | 1,233,759 | 1,233,759 | (0) | 0.0% | 1,214,074 | (19,685) | -1.6% | 2,961,022 |
| Major Projects | 37,736 | 362,000 | 324,264 | 89.6% | - | (37,736) | N/A | 362,000 |
| F&E Funded Expenditures | - | - | - | N/A | - | - | N/A | - |
| Loss on Sale of Asset | - | - | - | N/A | - | - | N/A | - |
| Debt Service | - | - | - | N/A | - | - | N/A | - |
| Prior Year Expense | 87,342 | - | (87,342) | N/A | 37,831 | (49,511) | N/A | - |
| Total Non-Operating Expense | 1,358,837 | 1,595,759 | 236,922 | 14.8% | 1,251,905 | (106,932) | -8.5% | 3,323,022 |
| Total Expense | \$ 6,971,931 | \$ 8,065,921 | \$ 1,093,990 | 28.1% | \$ 6,637,329 | \$ (334,602) | -12.8% | \$ 32,332,137 |
| Net Proceeds | \$ (3,850,282) | \$ (5,132,180) | \$ 1,281,898 | 25.0% | \$ (3,699,183) | \$ (151,099) | -4.1% | \$ (566,346) |

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
May, 2013**

| | 2013 | 2012 |
|--|----------------------|----------------------|
| Assets | | |
| Cash | \$ 2,203,040 | \$ 1,063,129 |
| Investments | 20,492,151 | 16,473,509 |
| Accounts Receivable | 1,515,487 | 906,351 |
| Reserve for Bad Debt | (50,565) | (29,755) |
| Prepaid Assets | - | - |
| Current Assets | 24,160,112 | 18,413,233 |
| Deferred Expenses | 234 | 32,213 |
| Capital Projects in Process | 2,306,348 | 4,268,279 |
| Land | 133,553 | 133,553 |
| Buildings and Improvements | 35,773,619 | 33,317,786 |
| Equipment | 946,776 | 1,461,534 |
| Long Term Assets | 39,160,530 | 39,213,366 |
| Total Assets | \$ 63,320,642 | \$ 57,626,599 |
| Liabilities | | |
| Accounts Payable | \$ 390,529 | \$ 646,403 |
| Deferred Revenue | 6,013,048 | 5,085,477 |
| Other Payroll Deductions | 199,292 | 285,351 |
| Deposits | 30,000 | 30,000 |
| Other Liabilities | 174 | 191 |
| Short Term Liabilities | 6,633,042 | 6,047,422 |
| Compensated Absence Liability | 1,017,638 | 1,017,254 |
| Long Term Debt | - | - |
| Long Term Liabilities | 1,017,638 | 1,017,254 |
| Total Liabilities | 7,650,680 | 7,064,676 |
| Resources | | |
| Investment in Capital Assets | 39,207,539 | 39,181,153 |
| Net Resources - Designated Use | 728,958 | 742,012 |
| Restricted Capital | - | 250,000 |
| Net Resources Available for Operations | 19,556,518 | 14,062,417 |
| Net Resources - Auction Fund | 27,229 | 25,525 |
| | 59,520,244 | 54,261,107 |
| Net Proceeds from Operations | (3,850,282) | (3,699,183) |
| Total Resources | 55,669,962 | 50,561,924 |
| Total Liabilities and Net Resources | \$ 63,320,642 | \$ 57,626,599 |

**32nd DAA - OC Fair & Event Center
Statement of Cash Flows (Unaudited)
Year to Date thru Month-End May, 2013**

Cash Flows from Operating Activities:

YTD 2013

| | |
|---------------------|----------------------|
| Net Proceeds | (\$3,850,282) |
|---------------------|----------------------|

Non-Cash Expenses:

| | |
|----------------------------|-----------|
| Depreciation Expense | 1,233,759 |
| Loss on Disposal of Assets | 0 |

Balance Sheet Activity:

| | |
|--|-----------|
| (Incr) Decr in Accounts Receivable | (551,638) |
| (Incr) Decr in Other Assets | 24,228 |
| Incr (Decr) in Accounts Payable | (538,429) |
| Incr (Decr) in Other Accrued Liabilities | 5,391,707 |
| Subtotal | 4,325,868 |

**Net Cash Provided (Used) by
Operating Activities**

1,709,345

Cash Flows from Investing Activities:

| | |
|---|-------------|
| (Incr) Decr in Buildings & Improvements | 0 |
| (Incr) Decr in Equipment | 0 |
| (Incr) Decr in Construction in Progress | (1,821,601) |

**Net Cash Provided (Used) by
Investing Activities**

(1,821,601)

| | |
|--|--------------------|
| Net Increase (Decrease) in Cash | (\$112,256) |
|--|--------------------|

| | |
|---------------------------|------------|
| Cash at Beginning of Year | 22,807,447 |
|---------------------------|------------|

Cash at End of Period

\$22,695,191

32nd D A A - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
May, 2013

| Description | 2013 Budget | 2013 Spent | 2013 Remaining |
|--|------------------------|-----------------------|---------------------------|
| Buildings and Improvements | | | |
| Court Yard: Remodel | 78,000.00 | 74,170.21 | 3,829.79 |
| Gate 1: Landscape Renovation | 0.00 | 48,178.11 | (48,178.11) |
| Pac Amp Renovation | 10,000,000.00 | 1,500,538.91 | 8,499,461.09 |
| Box Office Tree Island Remodel | 35,000.00 | 0.00 | 35,000.00 |
| Cash Ops Facility Modification | 25,000.00 | 763.87 | 24,236.13 |
| Centenial Farm Steel Structure | 8,000.00 | 0.00 | 8,000.00 |
| ASA Sound Sytem | 40,000.00 | 0.00 | 40,000.00 |
| Interior Grounds Asphalt Seal | 70,000.00 | 0.00 | 70,000.00 |
| Lot B Slurry & Stripe | 228,000.00 | 0.00 | 228,000.00 |
| Lot C Slurry & Stripe | 60,000.00 | 0.00 | 60,000.00 |
| Lot F Seal & Stripe | 28,000.00 | 0.00 | 28,000.00 |
| Maint Yard Ladies Restroom Remodel | 25,000.00 | 0.00 | 25,000.00 |
| Pac Amp Signage Replacement | 20,000.00 | 0.00 | 20,000.00 |
| Santa Ana Pavilion Roof Replacement | 170,000.00 | 132,987.66 | 37,012.34 |
| IT/Creative Srvcs Office Remodel | 60,000.00 | 0.00 | 60,000.00 |
| Total Buildings and Improvements | 10,847,000.00 | 1,756,638.76 | 9,090,361.24 |
| Carnival Improvements | | | |
| Interior Grounds Asphalt Seal | 100,000.00 | 0.00 | 100,000.00 |
| Log G - Rapair, Slurry & Stripe | 90,000.00 | 0.00 | 90,000.00 |
| Underground Infrastructure | 30,000.00 | 8,948.41 | 21,051.59 |
| Total Carnival Improvements | 220,000.00 | 8,948.41 | 211,051.59 |
| Equipment | | | |
| Bldg 10: Screen Curtains | 10,000.00 | 0.00 | 10,000.00 |
| Exhibit Equipment | 50,000.00 | 42,748.38 | 7,251.62 |
| Hand Washing Stations | 11,000.00 | 10,619.56 | 380.44 |
| Parking Ops Utility Truck | 30,000.00 | 2,646.00 | 27,354.00 |
| Total Equipment | 101,000.00 | 56,013.94 | 44,986.06 |
| Total Capital Expenditures | 11,168,000.00 | 1,821,601.11 | 9,346,398.89 |
| Major Projects | | | |
| ASA Repainting | 160,000.00 | 0.00 | 160,000.00 |
| Costa Mesa Bldg - Paint Interior | 40,000.00 | 0.00 | 40,000.00 |
| Court Yard Bldg - Fog Interior | 10,000.00 | 598.88 | 9,401.12 |
| Maint Yard - Paint Exterior | 20,000.00 | 12,689.44 | 7,310.56 |
| Pac Amp - Paint/Repair Gates & Walls | 32,000.00 | 868.58 | 31,131.42 |
| Pac Amp - Paint/Repair Superstructure | 80,000.00 | 0.00 | 80,000.00 |
| Santa Ana Pavilion - Paint Interior | 20,000.00 | 0.00 | 20,000.00 |
| Parking Study | 0.00 | 23,579.00 | (23,579.00) |
| Total Major Projects | 362,000.00 | 37,735.90 | 324,264.10 |
| Total Capital Expenditures & Major Projects | 11,530,000.00 | 1,859,337.01 | 9,670,662.99 |



The following financial reports as of June 30, 2013 are enclosed for your reference.

Statement of Cash Flows

As of June 30, 2013, OC FEC's cash on hand is \$24,299,077, an increase of \$1,491,630 during 2013. Operating activities have resulted in a net cash inflow of \$3,330,971 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$1,839,341 to date.

Balance Sheet

Deferred Revenue continues to grow due to sales of 2013 OC Fair concert and Super Pass tickets and invoicing of payments for events to be held in future months, primarily the Fair.

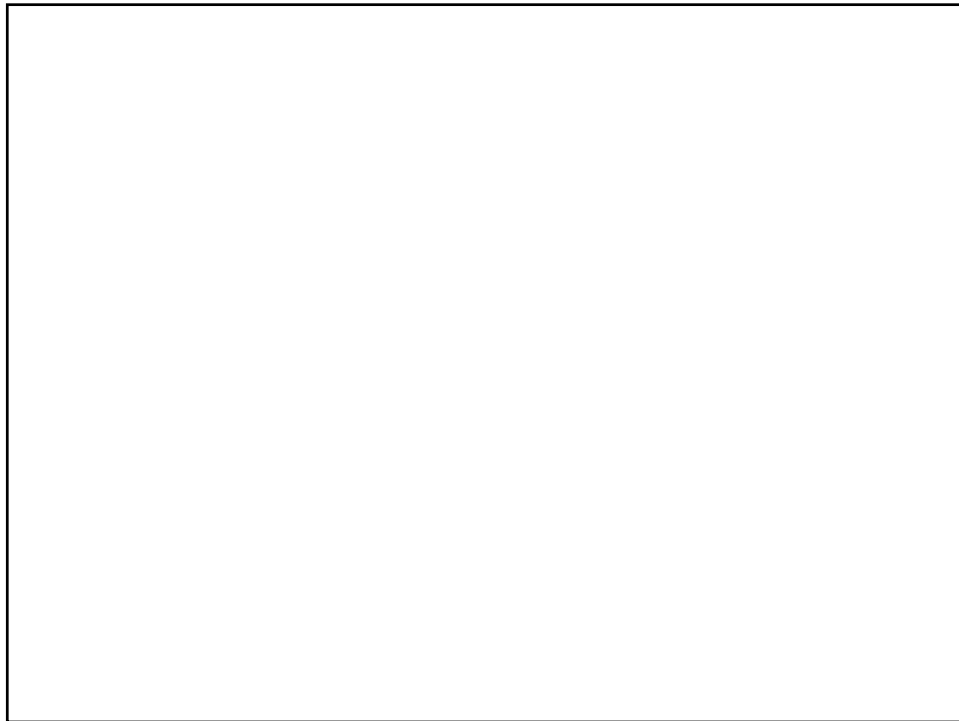
Income Statement

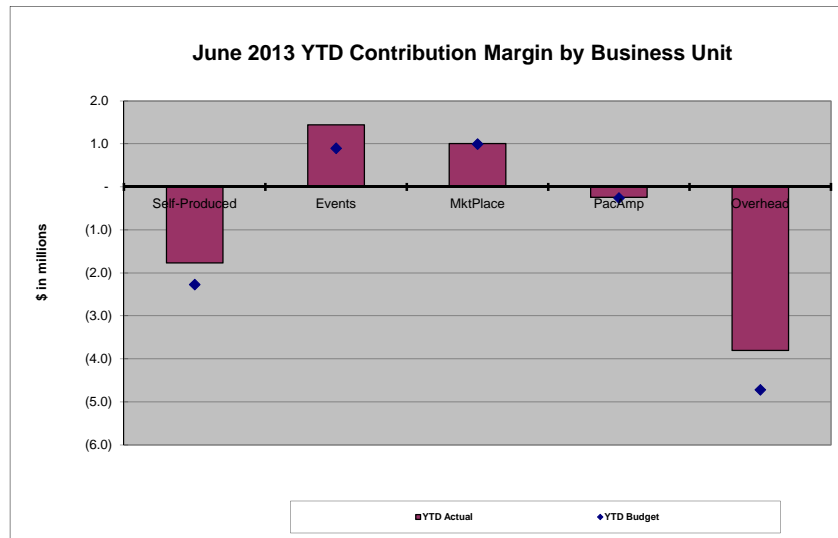
June 2013 year-to-date expenses exceed revenues by \$4,838,306, which is favorable to the budgeted net proceeds of (\$6,823,846) by \$1,985,540. Excluding Major Projects, for which the entire 2013 budget of \$362k was loaded in January, net proceeds year-to-date are favorable to budget by \$1,623,540.

Total year-to-date revenues of \$3,831,634 are favorable to budget by \$447,865 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rentals and concessions) by \$240k and Event Services Rental of Facilities Revenue by \$140k.

Total year-to-date operating expenses of \$7,017,364 are favorable to budget by \$1,347,739. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.0M due primarily to unfilled positions and less than anticipated employee benefits expense. Variances to budget in the other major categories are primarily due to the timing of efforts as the organization continues to prepare for the 2013 OC Fair.

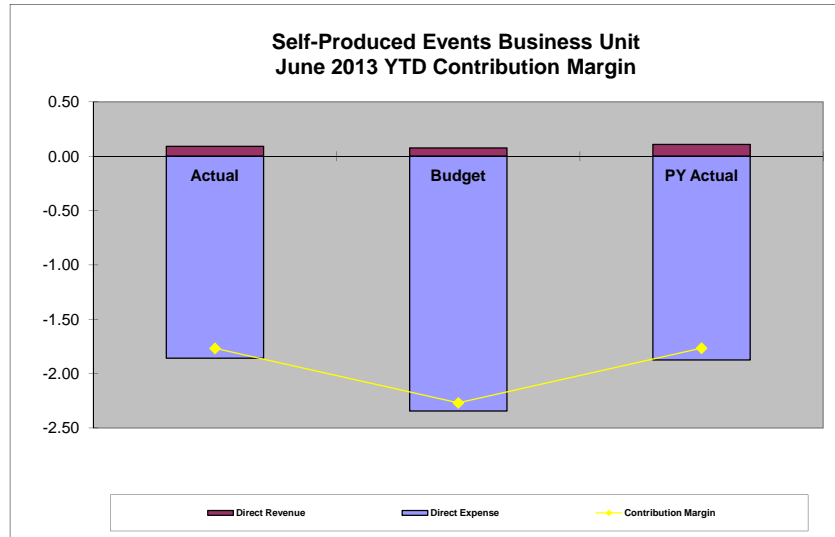
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of June 30, 2013





**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of June, 2013**

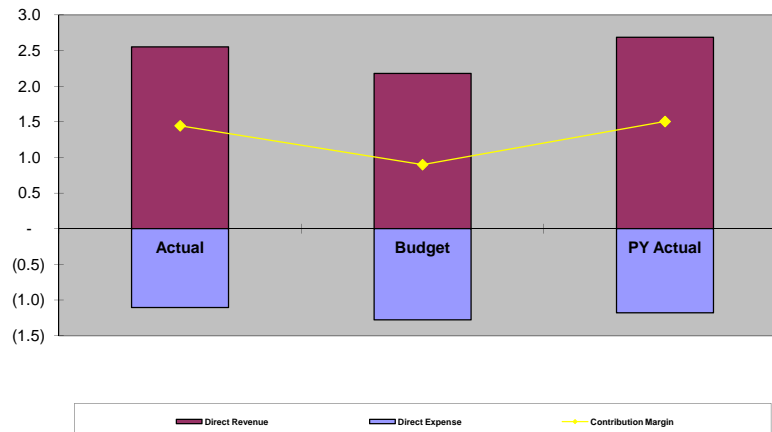
| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|--|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Contribution Margins: | | | | |
| Self-Produced Events Business Unit | (1.8) | (2.3) | (1.8) | 7.8 |
| Events Business Unit | 1.4 | 0.9 | 1.5 | 1.4 |
| MarketPlace Business Unit | 1.0 | 1.0 | 0.9 | 2.0 |
| Pacific Amphitheatre Business Unit | (0.2) | (0.3) | (0.3) | 1.2 |
| Total Business Unit Contribution Margin | 0.4 | (0.6) | 0.4 | 12.4 |
| Net Overhead Expense (Cash) | (3.8) | (4.7) | (3.5) | (10.0) |
| Net Cash Provided (Used) Subtotal | (3.4) | (5.3) | (3.1) | 2.4 |
| Capital Expenditures | (1.8) | | (2.6) | (11.2) |
| Balance Sheet Changes | 6.6 | | 6.6 | - |
| Net Increase (Decrease) in Cash | 1.4 | (5.3) | 0.8 | (8.8) |



**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|---|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Admissions | \$0.0 | \$0.0 | \$0.0 | \$6.8 |
| Concessions | 0.0 | 0.0 | 0.0 | 4.9 |
| Carnival | 0.0 | 0.0 | 0.0 | 2.3 |
| Sponsorships | 0.0 | 0.0 | 0.0 | 1.3 |
| Commercial Space | 0.0 | 0.0 | 0.0 | 1.4 |
| Parking | 0.0 | 0.0 | 0.0 | 2.3 |
| Other Revenue | 0.1 | 0.1 | 0.1 | 1.0 |
| Total Direct Revenue | 0.1 | 0.1 | 0.1 | 20.0 |
| Payroll/Related | 0.9 | 1.2 | 1.0 | 4.1 |
| Outside Services | 0.4 | 0.5 | 0.3 | 2.2 |
| Marketing/Related | 0.2 | 0.2 | 0.3 | 1.3 |
| Supplies/Equipment/Rentals | 0.2 | 0.3 | 0.3 | 2.0 |
| Attractions | 0.0 | 0.0 | 0.0 | 1.2 |
| Other Expense | 0.1 | 0.1 | 0.1 | 1.5 |
| Total Direct Expense | 1.9 | 2.3 | 1.9 | 12.2 |
| Contribution to Overhead and CapEx | (\$1.8) | (\$2.3) | (\$1.8) | \$7.8 |

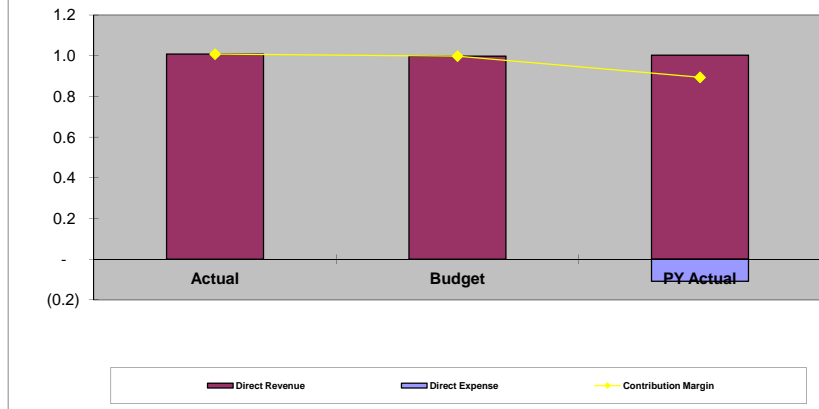
**Year-Round Events Business Unit
June 2013 YTD Contribution Margin**



**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|---|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Rental of Facilities | \$0.7 | \$0.5 | \$0.7 | \$1.0 |
| Personnel Services | 0.5 | 0.4 | 0.5 | 0.7 |
| Concessions | 0.4 | 0.4 | 0.5 | 0.6 |
| Equipment Rentals | 0.3 | 0.2 | 0.3 | 0.4 |
| Admissions/Parking | 0.6 | 0.6 | 0.7 | 1.0 |
| Other Revenue | 0.0 | 0.0 | 0.0 | 0.1 |
| Total Direct Revenue | 2.6 | 2.2 | 2.7 | 3.8 |
| Payroll/Related | 0.8 | 0.9 | 0.8 | 1.8 |
| Outside Services | 0.1 | 0.1 | 0.1 | 0.1 |
| Supplies/Equipment/Rentals | 0.1 | 0.1 | 0.1 | 0.1 |
| Facility/Related | 0.2 | 0.2 | 0.2 | 0.3 |
| Marketing/Related | 0.0 | 0.0 | 0.0 | 0.0 |
| Other Expense | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Direct Expense | 1.1 | 1.3 | 1.2 | 2.4 |
| Contribution to Overhead and CapEx | \$1.4 | \$0.9 | \$1.5 | \$1.4 |

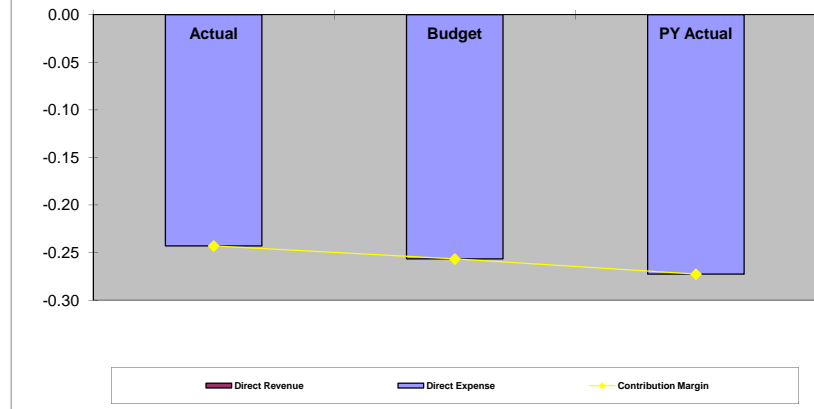
**Market Place Business Unit
June 2013 YTD Contribution Margin**



**Market Place Business Unit
Contribution Margin Statement
Year to Date as of June, 2013**

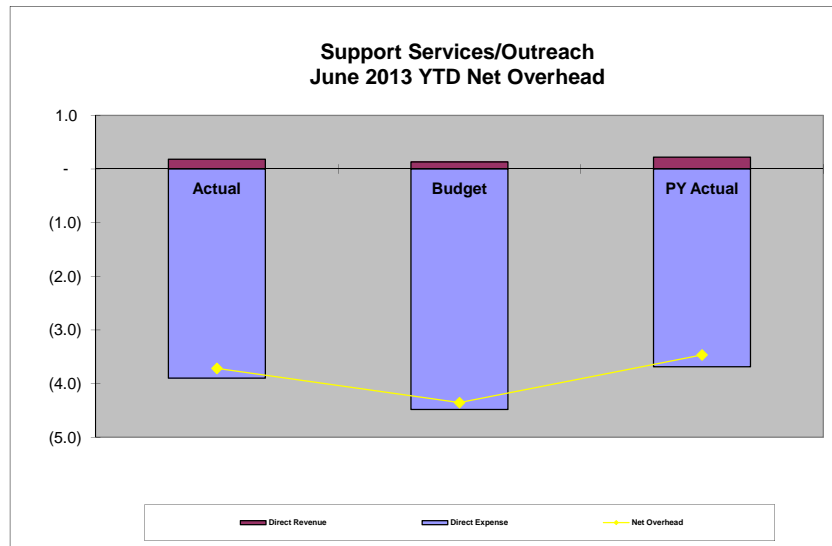
| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|---|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Rental of Facilities | \$1.0 | \$1.0 | \$1.0 | \$2.0 |
| Other Revenue | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Total Direct Revenue | \$1.0 | \$1.0 | \$1.0 | \$2.0 |
| Marketing/Related | \$0.0 | \$0.0 | \$0.0 | \$0.0 |
| Other Expense | \$0.0 | \$0.0 | \$0.1 | \$0.0 |
| Total Direct Expense | \$0.0 | \$0.0 | \$0.1 | \$0.0 |
| Contribution to Overhead and CapEx | \$1.0 | \$1.0 | \$0.9 | \$2.0 |

**Pacific Amphitheatre Business Unit
June 2013 YTD Contribution Margin**



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of June, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|------------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Ticket Sales | \$0.0 | \$0.0 | \$0.0 | \$4.2 |
| Facility Fee | 0.0 | 0.0 | 0.0 | 0.7 |
| Concessions | 0.0 | 0.0 | 0.0 | 0.3 |
| Parking | 0.0 | 0.0 | 0.0 | 0.4 |
| Sponsorship | 0.0 | 0.0 | 0.0 | 0.1 |
| Other Revenue | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Direct Revenue | 0.0 | 0.0 | 0.0 | 5.7 |
| Performers' Fees | 0.0 | 0.0 | 0.0 | 3.0 |
| Outside Services | 0.1 | 0.1 | 0.1 | 0.5 |
| Marketing/Related | 0.1 | 0.1 | 0.1 | 0.2 |
| Supplies/Equipment/Rentals | 0.0 | 0.0 | 0.0 | 0.4 |
| Payroll/Related | 0.0 | 0.0 | 0.0 | 0.1 |
| Other Expense | 0.1 | 0.0 | 0.0 | 0.2 |
| Total Direct Expense | 0.2 | 0.3 | 0.3 | 4.5 |
| Contribution to Overhead and CapEx | (\$0.2) | (\$0.3) | (\$0.3) | \$1.2 |



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of June, 2013**

| | 2013 Year to Date Actual | 2013 Year to Date Budget | 2012 Year to Date Actual | 2013 Full Year Budget |
|-------------------------------|--------------------------------|--------------------------------|--------------------------------|-----------------------------|
| Interest | \$0.0 | \$0.0 | \$0.0 | \$0.1 |
| Facility Rentals | \$0.1 | \$0.1 | \$0.0 | \$0.1 |
| Other Revenue | \$0.1 | \$0.0 | \$0.1 | \$0.1 |
| Total Revenue | \$0.2 | \$0.1 | \$0.2 | \$0.3 |
| Payroll/Related | \$2.7 | \$3.3 | \$2.5 | \$6.7 |
| Facility/Related | \$0.6 | \$0.7 | \$0.6 | \$1.8 |
| Supplies/Telephone/Postage | \$0.3 | \$0.3 | \$0.2 | \$0.6 |
| Outside Services | \$0.2 | \$0.2 | \$0.2 | \$0.4 |
| Insurance | \$0.0 | \$0.0 | \$0.1 | \$0.2 |
| Other Expense | \$0.1 | \$0.0 | \$0.0 | \$0.2 |
| Total Expense | \$3.9 | \$4.5 | \$3.7 | \$9.9 |
| Net Overhead | (\$3.7) | (\$4.4) | (\$3.5) | (\$9.6) |
| Non-Cash Expenses: | | | | |
| Depreciation Expense | \$1.5 | \$1.5 | \$1.5 | \$3.0 |
| Total Non-Cash Expense | \$1.5 | \$1.5 | \$1.5 | \$3.0 |

Note: Includes education/outreach program expenditures of \$489k

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of June, 2013**

| | 2013 Year to Date Amount | Budget Year to Date Amount | Budget \$ Variance | Budget % Variance | 2012 Year to Date Amount | Year over Year \$ Variance | Year over Year % Variance | Full 2013 Budget |
|--|--------------------------------|----------------------------------|-----------------------|----------------------|--------------------------------|-------------------------------|------------------------------|------------------------|
| Revenues | | | | | | | | |
| Admissions to Grounds | \$ - | \$ - | \$ - | N/A | \$ - | \$ - | N/A | \$ 8,248,000 |
| Commercial Space Rental Revenue | 6,785 | 5,000 | 1,785 | 35.7% | 5,795 | 990 | 17.1% | 1,359,000 |
| Carnival and Concessions Revenue | - | - | - | N/A | - | - | N/A | 7,555,000 |
| Exhibits Revenue | 78,860 | 58,125 | 20,735 | 35.7% | 81,747 | (2,887) | -3.5% | 58,250 |
| Attractions Revenue | - | - | - | N/A | (180) | 180 | -100.0% | 3,867,000 |
| Miscellaneous Revenue | 5,669 | 7,500 | (1,831) | -24.4% | 12,274 | (6,605) | -53.8% | 4,370,700 |
| Total OC FEC-Produced Event Revenue | 91,314 | 70,625 | 20,689 | 29.3% | 99,636 | (8,322) | -8.4% | 25,457,950 |
| Facility Rental Revenue | 1,667,200 | 1,527,000 | 140,200 | 9.2% | 1,689,321 | (22,121) | -1.3% | 2,982,100 |
| Other Event Revenue | 1,894,938 | 1,654,306 | 240,632 | 14.5% | 2,006,162 | (111,224) | -5.5% | 2,959,556 |
| Equestrian Center Revenue | 70,373 | 50,000 | 20,373 | 40.7% | 49,183 | 21,189 | 43.1% | 100,000 |
| Horse Show Revenue | - | - | - | N/A | - | - | N/A | - |
| Other Operating Revenue | 38,706 | 24,390 | 14,316 | 58.7% | 30,832 | 7,874 | 25.5% | 144,685 |
| Total Rental Revenue | 3,671,216 | 3,255,696 | 415,520 | 12.8% | 3,775,498 | (104,282) | -2.8% | 6,186,341 |
| Interest Earnings | 28,617 | 31,448 | (2,831) | -9.0% | 31,333 | (2,716) | -8.7% | 70,500 |
| Grants | 40,827 | 25,000 | 15,827 | 63.3% | 111,697 | (70,870) | -63.4% | 50,000 |
| Revenue from Sale of Assets | - | - | - | N/A | - | - | N/A | - |
| Other Non-Operating Revenue | 475 | 1,000 | (525) | -52.5% | 2,625 | (2,150) | -81.9% | 1,000 |
| Prior Year Revenue | (816) | - | (816) | N/A | (2,258) | 1,443 | -63.9% | - |
| Total Non-Operating Revenue | 69,103 | 57,448 | 11,655 | 20.3% | 143,397 | (74,294) | -51.8% | 121,500 |
| Total Revenue | \$ 3,831,634 | \$ 3,383,769 | \$ 447,865 | 13.2% | \$ 4,018,531 | \$ (186,897) | -4.7% | \$ 31,765,791 |
| Expenses | | | | | | | | |
| Payroll and Related Expense | \$ 4,401,774 | \$ 5,406,567 | \$ 1,004,793 | 18.6% | \$ 4,287,433 | \$ (114,341) | -2.7% | \$ 12,740,754 |
| Professional Services Expense | 817,745 | 821,932 | 4,187 | 0.5% | 629,506 | (188,240) | -29.9% | 3,211,898 |
| Directors Expense | 14,425 | 8,500 | (5,925) | -69.7% | 5,258 | (9,168) | -174.4% | 12,250 |
| Insurance Expense | 27,271 | 19,272 | (7,999) | -41.5% | 86,514 | 59,243 | 68.5% | 223,762 |
| Telephone & Postage Expense | 74,346 | 69,317 | (5,030) | -7.3% | 71,781 | (2,565) | -3.6% | 151,743 |
| Supplies and Equipment Expense | 471,409 | 581,349 | 109,940 | 18.9% | 561,395 | 89,986 | 16.0% | 2,844,702 |
| Facility and Related Expense | 838,452 | 955,046 | 116,594 | 12.2% | 880,197 | 41,745 | 4.7% | 3,172,451 |
| Publicity & Related Expense | 269,114 | 412,054 | 142,940 | 34.7% | 403,220 | 134,106 | 33.3% | 1,690,134 |
| Attractions Expense | 33,924 | 17,500 | (16,424) | -93.8% | 16,650 | (17,274) | -103.7% | 4,189,570 |
| Other Self-Prod Event Expense | 3,033 | 2,671 | (362) | -13.6% | 2,671 | (362) | -13.6% | 274,790 |
| Premium Expense | 16,226 | 16,710 | 484 | 2.9% | 16,710 | 484 | 2.9% | 117,872 |
| Other Operating Expense | 49,645 | 54,186 | 4,541 | 8.4% | 46,892 | (2,752) | -5.9% | 379,189 |
| Total Operating Expense | 7,017,364 | 8,365,104 | 1,347,739 | 16.1% | 7,008,228 | (9,137) | -0.1% | 29,009,115 |
| Depreciation Expense | 1,480,511 | 1,480,511 | (0) | 0.0% | 1,456,889 | (23,622) | -1.6% | 2,961,022 |
| Major Projects | 84,722 | 362,000 | 277,278 | 76.6% | - | (84,722) | N/A | 362,000 |
| F&E Funded Expenditures | - | - | - | N/A | - | - | N/A | - |
| Loss on Sale of Asset | - | - | - | N/A | - | - | N/A | - |
| Debt Service | - | - | - | N/A | - | - | N/A | - |
| Prior Year Expense | 87,342 | - | (87,342) | N/A | 114,683 | 27,342 | N/A | - |
| Total Non-Operating Expense | 1,652,575 | 1,842,511 | 189,936 | 10.3% | 1,571,573 | (81,002) | -5.2% | 3,323,022 |
| Total Expense | \$ 8,669,940 | \$ 10,207,615 | \$ 1,537,675 | 26.4% | \$ 8,579,800 | \$ (90,139) | -5.3% | \$ 32,332,137 |
| Net Proceeds | \$ (4,838,306) | \$ (6,823,846) | \$ 1,985,540 | 29.1% | \$ (4,561,270) | \$ (277,036) | -6.1% | \$ (566,346) |

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
June, 2013**

| | 2013 | 2012 |
|--|----------------------|----------------------|
| Assets | | |
| Cash | \$ 806,926 | \$ 931,855 |
| Investments | 23,492,151 | 17,473,509 |
| Accounts Receivable | 1,766,746 | 1,127,679 |
| Reserve for Bad Debt | (50,565) | (29,755) |
| Prepaid Assets | - | - |
| Current Assets | 26,015,257 | 19,503,288 |
| Deferred Expenses | 234 | 28,532 |
| Capital Projects in Process | 2,324,088 | 4,385,850 |
| Land | 133,553 | 133,553 |
| Buildings and Improvements | 35,586,111 | 33,132,365 |
| Equipment | 887,532 | 1,404,140 |
| Long Term Assets | 38,931,518 | 39,084,440 |
| Total Assets | \$ 64,946,776 | \$ 58,587,729 |
| Liabilities | | |
| Accounts Payable | \$ 439,791 | \$ 880,568 |
| Deferred Revenue | 8,612,645 | 6,741,573 |
| Other Payroll Deductions | 164,590 | 193,306 |
| Deposits | 30,000 | 55,000 |
| Other Liabilities | 174 | 191 |
| Short Term Liabilities | 9,247,200 | 7,870,638 |
| Compensated Absence Liability | 1,017,638 | 1,017,254 |
| Long Term Debt | - | - |
| Long Term Liabilities | 1,017,638 | 1,017,254 |
| Total Liabilities | 10,264,837 | 8,887,892 |
| Resources | | |
| Investment in Capital Assets | 38,978,528 | 39,055,909 |
| Net Resources - Designated Use | 728,958 | 742,012 |
| Restricted Capital | - | 250,000 |
| Net Resources Available for Operations | 19,785,530 | 14,187,661 |
| Net Resources - Auction Fund | 27,229 | 25,525 |
| | 59,520,244 | 54,261,107 |
| Net Proceeds from Operations | (4,838,306) | (4,561,270) |
| Total Resources | 54,681,938 | 49,699,837 |
| Total Liabilities and Net Resources | \$ 64,946,776 | \$ 58,587,729 |

**32nd DAA - OC Fair & Event Center
Statement of Cash Flows (Unaudited)
Year to Date thru Month-End June, 2013**

Cash Flows from Operating Activities:

YTD 2013

| | |
|---------------------|----------------------|
| Net Proceeds | (\$4,838,306) |
|---------------------|----------------------|

Non-Cash Expenses:

| | |
|----------------------------|-----------|
| Depreciation Expense | 1,480,511 |
| Loss on Disposal of Assets | 0 |

Balance Sheet Activity:

| | |
|--|-----------|
| (Incr) Decr in Accounts Receivable | (802,897) |
| (Incr) Decr in Other Assets | 24,228 |
| Incr (Decr) in Accounts Payable | (523,869) |
| Incr (Decr) in Other Accrued Liabilities | 7,991,304 |
| Subtotal | 6,688,766 |

**Net Cash Provided (Used) by
Operating Activities**

3,330,971

Cash Flows from Investing Activities:

| | |
|---|-------------|
| (Incr) Decr in Buildings & Improvements | 0 |
| (Incr) Decr in Equipment | 0 |
| (Incr) Decr in Construction in Progress | (1,839,341) |

**Net Cash Provided (Used) by
Investing Activities**

(1,839,341)

| | |
|--|--------------------|
| Net Increase (Decrease) in Cash | \$1,491,630 |
|--|--------------------|

| | |
|---------------------------|------------|
| Cash at Beginning of Year | 22,807,447 |
|---------------------------|------------|

Cash at End of Period

\$24,299,077

32nd D A A - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
June, 2013

| Description | 2013 Budget | 2013 Spent | 2013 Remaining |
|--|------------------------|-----------------------|---------------------------|
| Buildings and Improvements | | | |
| Court Yard: Remodel | 78,000.00 | 74,170.21 | 3,829.79 |
| Gate 1: Landscape Renovation | 0.00 | 48,178.11 | (48,178.11) |
| Pac Amp Renovation | 10,000,000.00 | 1,500,538.91 | 8,499,461.09 |
| Box Office Tree Island Remodel | 35,000.00 | 0.00 | 35,000.00 |
| Cash Ops Facility Modification | 25,000.00 | 763.87 | 24,236.13 |
| Centennial Farm Steel Structure | 8,000.00 | 0.00 | 8,000.00 |
| ASA Sound Sytem | 40,000.00 | 0.00 | 40,000.00 |
| Interior Grounds Asphalt Seal | 70,000.00 | 8,032.69 | 61,967.31 |
| Lot B Slurry & Stripe | 228,000.00 | 0.00 | 228,000.00 |
| Lot C Slurry & Stripe | 60,000.00 | 0.00 | 60,000.00 |
| Lot F Seal & Stripe | 28,000.00 | 0.00 | 28,000.00 |
| Maint Yard Ladies Restroom Remodel | 25,000.00 | 0.00 | 25,000.00 |
| Pac Amp Signage Replacement | 20,000.00 | 0.00 | 20,000.00 |
| Santa Ana Pavilion Roof Replacement | 170,000.00 | 132,987.66 | 37,012.34 |
| IT/Creative Srvcs Office Remodel | 60,000.00 | 0.00 | 60,000.00 |
| Total Buildings and Improvements | 10,847,000.00 | 1,764,671.45 | 9,082,328.55 |
| Carnival Improvements | | | |
| Interior Grounds Asphalt Seal | 100,000.00 | 0.00 | 100,000.00 |
| Log G - Rapair, Slurry & Stripe | 90,000.00 | 0.00 | 90,000.00 |
| Underground Infrastructure | 30,000.00 | 9,851.07 | 20,148.93 |
| Total Carnival Improvements | 220,000.00 | 9,851.07 | 210,148.93 |
| Equipment | | | |
| Bldg 10: Screen Curtains | 10,000.00 | 0.00 | 10,000.00 |
| Exhibit Equipment | 50,000.00 | 51,552.96 | (1,552.96) |
| Hand Washing Stations | 11,000.00 | 10,619.56 | 380.44 |
| Parking Ops Utility Truck | 30,000.00 | 2,646.00 | 27,354.00 |
| Total Equipment | 101,000.00 | 64,818.52 | 36,181.48 |
| Total Capital Expenditures | 11,168,000.00 | 1,839,341.04 | 9,328,658.96 |
| Major Projects | | | |
| ASA Repainting | 160,000.00 | 0.00 | 160,000.00 |
| Costa Mesa Bldg - Paint Interior | 40,000.00 | 0.00 | 40,000.00 |
| Court Yard Bldg - Fog Interior | 10,000.00 | 598.88 | 9,401.12 |
| Maint Yard - Paint Exterior | 20,000.00 | 12,689.44 | 7,310.56 |
| Pac Amp - Paint/Repair Gates & Walls | 32,000.00 | 11,643.36 | 20,356.64 |
| Pac Amp - Paint/Repair Superstructure | 80,000.00 | 0.00 | 80,000.00 |
| Santa Ana Pavilion - Paint Interior | 20,000.00 | 0.00 | 20,000.00 |
| Parking Study | 0.00 | 31,099.00 | (31,099.00) |
| Sales Dept Office Buildout | 0.00 | 13,921.50 | (13,921.50) |
| Bldg 12: South Fascia | 0.00 | 14,770.00 | (14,770.00) |
| Total Major Projects | 362,000.00 | 84,722.18 | 277,277.82 |
| Total Capital Expenditures & Major Projects | 11,530,000.00 | 1,924,063.22 | 9,605,936.78 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
June 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|---------------------------------------|---------------|
| 72326 | 06/04/13 | All American Asphalt, Inc. | 458.90 |
| 72327 | 06/04/13 | BerryBrook Ox Supply | 168.00 |
| 72328 | 06/04/13 | Bill Young Productions, Inc. | 435.00 |
| 72329 | 06/04/13 | California Fair Services Authority | 25.00 |
| 72330 | 06/04/13 | Commercial Cleaning Systems, Inc. | 5,582.50 |
| 72331 | 06/04/13 | Event Production Solutions, LLC | 1,875.00 |
| 72332 | 06/04/13 | Haitbrink Asphalt Paving, Inc. | 1,850.00 |
| 72333 | 06/04/13 | Hands On Solutions | 1,500.00 |
| 72334 | 06/04/13 | KBIG FM Radio | 4,985.00 |
| 72335 | 06/04/13 | Lopez Works, Inc. | 1,719.50 |
| 72336 | 06/04/13 | Manatt, Phelps & Phillips, LLP | 7,076.80 |
| 72337 | 06/04/13 | Orange County Sheriff Levying Officer | 396.79 |
| 72338 | 06/04/13 | Ovations FanFare, LP | 600.00 |
| 72339 | 06/04/13 | Pacific Clippings | 59.00 |
| 72340 | 06/04/13 | State Disbursement Unit | 953.00 |
| 72341 | 06/04/13 | The Gas Company | 368.98 |
| 72342 | 06/06/13 | American Express | 837.74 |
| 72343 | 06/06/13 | American Express | 1,208.13 |
| 72344 | 06/06/13 | Blue Cross Of California | 14,125.80 |
| 72345 | 06/06/13 | Blue Shield Of California | 38,254.26 |
| 72346 | 06/06/13 | Kaiser Permanente | 27,542.14 |
| 72347 | 06/07/13 | Outhouse Exhibit Services | 10,000.00 |
| 72348 | 06/13/13 | Williams Scotsman, Inc. | 1,096.21 |
| 72349 | 06/13/13 | Ware Disposal, Inc. | 788.94 |
| 72350 | 06/13/13 | Void | 0.00 |
| 72351 | 06/13/13 | United Scottish Society | 22,171.37 |
| 72352 | 06/13/13 | Statewide Seating & Grandstands, Inc. | 1,400.00 |
| 72353 | 06/13/13 | State Disbursement Unit | 1,071.61 |
| 72354 | 06/13/13 | Southern California Sound Image, Inc. | 5,000.00 |
| 72355 | 06/13/13 | South Coast Striping, Inc. | 470.00 |
| 72356 | 06/13/13 | Safeguard Health Plans | 91.82 |
| 72357 | 06/13/13 | Ricardo Mendoza | 500.00 |
| 72358 | 06/13/13 | Ricardo Duffy | 500.00 |
| 72359 | 06/13/13 | Red Wing Hatchery | 90.60 |
| 72360 | 06/13/13 | Pinnacle Petroleum, Inc. | 1,838.94 |
| 72361 | 06/13/13 | Orange County Sheriff Levying Officer | 401.25 |
| 72362 | 06/13/13 | Orange County Treasurer-Tax Collector | 17,441.04 |
| 72363 | 06/13/13 | Naomi Tashiro-Schoenherr | 500.00 |
| 72364 | 06/13/13 | Mythograph, Inc. | 500.00 |
| 72365 | 06/13/13 | Murtaugh Meyer Nelson & Treglia, LLP | 4,584.36 |
| 72366 | 06/13/13 | Michael A. DeVries | 800.00 |
| 72367 | 06/13/13 | Medical & Safety Management, Inc. | 1,940.26 |
| 72368 | 06/13/13 | May Sun | 500.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
June 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|--|---------------|
| 72369 | 06/13/13 | Lisa Sexton | 6,612.50 |
| 72370 | 06/13/13 | Void | 0.00 |
| 72371 | 06/13/13 | Jerry Liu & Associates | 4,250.00 |
| 72372 | 06/13/13 | IRS - ACS Support - Stop 813G | 43.19 |
| 72373 | 06/13/13 | International Speedway, Inc. | 968.00 |
| 72374 | 06/13/13 | Huntington Beach Un High School Dist | 42.00 |
| 72375 | 06/13/13 | Franchise Tax Board | 107.88 |
| 72376 | 06/13/13 | Event Production Solutions, LLC | 1,685.00 |
| 72377 | 06/13/13 | e-foodie | 300.00 |
| 72378 | 06/13/13 | Delta Dental Plan Of California | 4,661.89 |
| 72379 | 06/13/13 | DeltaCare USA | 713.75 |
| 72380 | 06/13/13 | CR&A Custom, Inc. | 41.47 |
| 72381 | 06/13/13 | California Fair Services Authority | 240.00 |
| 72382 | 06/13/13 | California Fair Services Authority | 690.00 |
| 72383 | 06/13/13 | Business Wire, Inc. | 510.00 |
| 72384 | 06/13/13 | Bill Young Productions, Inc. | 570.00 |
| 72385 | 06/13/13 | AT&T | 717.52 |
| 72386 | 06/13/13 | Alliant Insurance, Inc. | 18,299.00 |
| 72387 | 06/13/13 | Allstar Events | 628.50 |
| 72388 | 06/19/13 | Association of State CA Supervisors | 36.33 |
| 72389 | 06/19/13 | AT&T | 10.77 |
| 72390 | 06/19/13 | Void | 0.00 |
| 72391 | 06/19/13 | Business Wire, Inc. | 255.00 |
| 72392 | 06/19/13 | California Fair Services Authority | 35,589.38 |
| 72393 | 06/19/13 | Classic Tents, Inc. | 1,029.00 |
| 72394 | 06/19/13 | Clipper Magazine, LLC | 6,886.00 |
| 72395 | 06/19/13 | Driving Dynamics | 575.00 |
| 72396 | 06/19/13 | IUOE, Craft/Maint. Division | 996.00 |
| 72397 | 06/19/13 | Katie Coulter | 1,101.00 |
| 72398 | 06/19/13 | KKGO - FM | 2,936.75 |
| 72399 | 06/19/13 | Medical & Safety Management, Inc. | 1,043.26 |
| 72400 | 06/19/13 | Pinnacle Landscape Company | 4,457.00 |
| 72401 | 06/19/13 | Roy Englebrecht Promotions | 742.50 |
| 72402 | 06/19/13 | SEIU Local 1000 CA State Employees Asso. | 1,575.58 |
| 72403 | 06/19/13 | ValueClick, Inc. dba ValueClick Media | 2,011.09 |
| 72404 | 06/19/13 | Verizon Wireless | 1,595.42 |
| 72405 | 06/19/13 | Virginia Markarian | 43.90 |
| 72406 | 06/19/13 | Ware Disposal, Inc. | 2,216.37 |
| 72407 | 06/19/13 | Williams Scotsman, Inc. | 514.54 |
| 72408 | 06/20/13 | Sandscapes | 10,410.00 |
| 72409 | 06/26/13 | Adcom Publishing DbA Bride World Expo | 1,042.00 |
| 72410 | 06/26/13 | Aquatic Service, Inc. | 195.00 |
| 72411 | 06/26/13 | Arts Orange County | 1,800.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
June 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|--|---------------|
| 72412 | 06/26/13 | AT&T | 5,083.24 |
| 72413 | 06/26/13 | AT&T | 100.00 |
| 72414 | 06/26/13 | Boyd & Associates | 1,321.50 |
| 72415 | 06/26/13 | BurrellesLuce | 293.70 |
| 72416 | 06/26/13 | Calvary Chapel | 7,509.31 |
| 72417 | 06/26/13 | Carlos Palomo | 12.00 |
| 72418 | 06/26/13 | California Fair Services Authority | 2,812.12 |
| 72419 | 06/26/13 | City of Costa Mesa | 14,696.41 |
| 72420 | 06/26/13 | Classic Tents, Inc. | 1,313.00 |
| 72421 | 06/26/13 | Commercial Cleaning Systems, Inc. | 1,050.00 |
| 72422 | 06/26/13 | Costa Mesa Orange Coast Lions Club | 57.00 |
| 72423 | 06/26/13 | Division of Occupational Safety & Health | 5,000.00 |
| 72424 | 06/26/13 | Emergent LLC | 4,838.62 |
| 72425 | 06/26/13 | Ernie Miller | 100.00 |
| 72426 | 06/26/13 | Franchise Tax Board | 381.33 |
| 72427 | 06/26/13 | Hansen Concrete Design | 4,960.00 |
| 72428 | 06/26/13 | Ipsos Loyalty Automotive | 11,062.00 |
| 72429 | 06/26/13 | KAMP-FM / KCBS-FM | 3,081.25 |
| 72430 | 06/26/13 | Kennah Construction, Inc. | 2,500.00 |
| 72431 | 06/26/13 | Lauria Watts | 100.00 |
| 72432 | 06/26/13 | Linda Amendt | 100.00 |
| 72433 | 06/26/13 | Lisa Sexton | 6,612.50 |
| 72434 | 06/26/13 | Loomis Armored US, LLC | 130.92 |
| 72435 | 06/26/13 | Lopez Works, Inc. | 27,634.00 |
| 72436 | 06/26/13 | Los Angeles Magazine | 995.00 |
| 72437 | 06/26/13 | Manatt, Phelps & Phillips, LLP | 12,782.80 |
| 72438 | 06/26/13 | Marisol Valdez | 178.88 |
| 72439 | 06/26/13 | Medical & Safety Management, Inc. | 628.90 |
| 72440 | 06/26/13 | Mesa Water District | 21,899.00 |
| 72441 | 06/26/13 | Leslie Trasport | 1,094.00 |
| 72442 | 06/26/13 | Orange County Treasurer-Tax Collector | 160.07 |
| 72443 | 06/26/13 | Orange County Sheriff Levying Officer | 396.76 |
| 72444 | 06/26/13 | Ovations FanFare, LP | 80.49 |
| 72445 | 06/26/13 | Rachel Narins | 100.00 |
| 72446 | 06/26/13 | Resin Music | 500.00 |
| 72447 | 06/26/13 | Robert Navarro | 157.52 |
| 72448 | 06/26/13 | Quijote Corporation dba Sensis | 34,607.50 |
| 72449 | 06/26/13 | Southern California Edison | 89,637.81 |
| 72450 | 06/26/13 | Sound Media Fusion, LLC | 10,000.00 |
| 72451 | 06/26/13 | State Disbursement Unit | 1,197.06 |
| 72452 | 06/26/13 | Void | 0.00 |
| 72453 | 06/26/13 | TalentWise | 5,160.00 |
| 72454 | 06/26/13 | Ted Crane | 2,900.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
June 2013

| Check No. | Date | Vendor Name | Amount |
|----------------------------------|-------------|------------------------------------|-------------------|
| 72455 | 06/26/13 | Terry Coakley | 100.00 |
| 72456 | 06/26/13 | Valerie Casey | 100.00 |
| 72457 | 06/26/13 | Vision Star Media | 1,150.00 |
| 72458 | 06/27/13 | Sound Media Fusion, LLC | 1,500.00 |
| | | | |
| E06102013 | 06/10/13 | Pitney Bowes Inc. | 2,000.00 |
| EQ2410670726 | 06/12/13 | PAYPAL, INC. | 151.35 |
| E06182013 | 06/18/13 | Pitney Bowes Inc. | 2,000.00 |
| E110140100 | 06/27/13 | US Bank | 267,801.67 |
| E13258641 | 06/28/13 | Public Employees Retirement System | 88,621.54 |
| E13937497 | 06/28/13 | Public Employees Retirement System | 2,089.81 |
| Total June 2013 AP Checks | | | 948,589.59 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|---------------------------------------|---------------|
| 72459 | 07/03/13 | Association of State CA Supervisors | 72.00 |
| 72460 | 07/03/13 | Business Wire, Inc. | 510.00 |
| 72461 | 07/03/13 | California Fair Services Authority | 240.00 |
| 72462 | 07/03/13 | Harris Sound, Inc. | 7,535.28 |
| 72463 | 07/03/13 | HMR Architects, Inc. | 4,700.00 |
| 72464 | 07/03/13 | Jerry Liu & Associates | 2,112.50 |
| 72465 | 07/03/13 | Joan Hamill | 262.41 |
| 72466 | 07/03/13 | Jose Flores | 11.25 |
| 72467 | 07/03/13 | Leslie Trasport | 499.83 |
| 72468 | 07/03/13 | LVR International | 7,520.00 |
| 72469 | 07/03/13 | Marie Torres | 152.71 |
| 72470 | 07/03/13 | McClain Roofing, Inc. | 2,400.00 |
| 72471 | 07/03/13 | Medical & Safety Management, Inc. | 224.25 |
| 72472 | 07/03/13 | O'Brien Scaffolding | 700.00 |
| 72473 | 07/03/13 | Pinnacle Petroleum, Inc. | 1,804.69 |
| 72474 | 07/03/13 | PJL Enterprise Group | 2,621.84 |
| 72475 | 07/03/13 | Platinum Resource Group | 1,677.00 |
| 72476 | 07/03/13 | Quijote Corporation dba Sensis | 18,851.65 |
| 72477 | 07/03/13 | Shannon Kubitz | 16.86 |
| 72478 | 07/03/13 | Surfing Heritage Foundation | 325.00 |
| 72479 | 07/03/13 | Vision Star Media | 3,450.00 |
| 72480 | 07/10/13 | A & H Refrigeration, Inc. | 4,600.00 |
| 72481 | 07/10/13 | American Express | 412.90 |
| 72482 | 07/10/13 | Amy Carlson | 200.00 |
| 72483 | 07/10/13 | Ann Turley | 100.00 |
| 72484 | 07/10/13 | Blue Cross Of California | 13,833.16 |
| 72485 | 07/10/13 | Blue Shield Of California | 37,329.97 |
| 72486 | 07/10/13 | Brent Meyer | 3,000.00 |
| 72487 | 07/10/13 | Business Wire, Inc. | 255.00 |
| 72488 | 07/10/13 | Misty Canto-Beaver | 100.00 |
| 72489 | 07/10/13 | CC Touring, Inc. f/s/o Colbie Caillat | 77,000.00 |
| 72490 | 07/10/13 | California Fair Services Authority | 1,777.21 |
| 72491 | 07/10/13 | Void | 0.00 |
| 72492 | 07/10/13 | Commercial Cleaning Systems, Inc. | 4,933.76 |
| 72493 | 07/10/13 | Dan Sistos | 1,200.00 |
| 72494 | 07/10/13 | David Brighton | 5,000.00 |
| 72495 | 07/10/13 | Eileen Gibbs | 100.00 |
| 72496 | 07/10/13 | Elite OC Productions | 1,533.50 |
| 72497 | 07/10/13 | Void | 0.00 |
| 72498 | 07/10/13 | Franchise Tax Board | 353.23 |
| 72499 | 07/10/13 | Ginette Nourse | 100.00 |
| 72500 | 07/10/13 | Void | 0.00 |
| 72501 | 07/10/13 | Haitbrink Asphalt Paving, Inc. | 3,930.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|--|---------------|
| 72502 | 07/10/13 | Hernandez Productions, Inc. | 15,000.00 |
| 72503 | 07/10/13 | Hoag Hospital Foundation | 1,528.75 |
| 72504 | 07/10/13 | Hotel California/A Salute to the Eagles | 6,000.00 |
| 72505 | 07/10/13 | The Hula Girls Partnership | 1,500.00 |
| 72506 | 07/10/13 | Void | 0.00 |
| 72507 | 07/10/13 | IUOE, Craft/Maint. Division | 1,122.00 |
| 72508 | 07/10/13 | Jamie Lou Fingal | 100.00 |
| 72509 | 07/10/13 | Maria Provencher | 100.00 |
| 72510 | 07/10/13 | Jennifer Luckey | 100.00 |
| 72511 | 07/10/13 | Jere Rogal | 100.00 |
| 72512 | 07/10/13 | Joshua G. Slater | 600.00 |
| 72513 | 07/10/13 | June Abrams | 100.00 |
| 72514 | 07/10/13 | Kaiser Permanente | 29,126.42 |
| 72515 | 07/10/13 | Kathy Lee-Smith | 100.00 |
| 72516 | 07/10/13 | Leesha Arason | 500.00 |
| 72517 | 07/10/13 | Lisa Sexton | 6,612.50 |
| 72518 | 07/10/13 | Mark Silverstein | 100.00 |
| 72519 | 07/10/13 | Marisol Valdez | 9.84 |
| 72520 | 07/10/13 | Mendenhall Productions | 8,804.58 |
| 72521 | 07/10/13 | Michael Payan | 150.00 |
| 72522 | 07/10/13 | Minuteman Plumbing & Drain Service | 2,912.00 |
| 72523 | 07/10/13 | Music Zirconia, Inc. | 2,500.00 |
| 72524 | 07/10/13 | Ovations FanFare, LP | 313.63 |
| 72525 | 07/10/13 | Phil Knoke | 1,000.00 |
| 72526 | 07/10/13 | Pitney Bowes Inc. | 576.72 |
| 72527 | 07/10/13 | Platinum Resource Group | 1,720.88 |
| 72528 | 07/10/13 | Polly Womack | 100.00 |
| 72529 | 07/10/13 | Red Wing Hatchery | 35.35 |
| 72530 | 07/10/13 | Robin Wachner | 49.66 |
| 72531 | 07/10/13 | Ronald Ray Laursen | 100.00 |
| 72532 | 07/10/13 | Roseanne Bye | 200.00 |
| 72533 | 07/10/13 | Russell Davis | 250.00 |
| 72534 | 07/10/13 | Sally Lansing | 100.00 |
| 72535 | 07/10/13 | Sandra Cormaci-Boles | 100.00 |
| 72536 | 07/10/13 | SanGar Builders, Inc. dba Innovative Saf | 5,915.00 |
| 72537 | 07/10/13 | SEIU Local 1000 CA State Employees Asso. | 1,515.92 |
| 72538 | 07/10/13 | Sheila Hoban | 200.00 |
| 72539 | 07/10/13 | Southern California Edison | 6,488.17 |
| 72540 | 07/10/13 | State Disbursement Unit | 246.11 |
| 72541 | 07/10/13 | The Gas Company | 421.13 |
| 72542 | 07/10/13 | Tina Davidson | 200.00 |
| 72543 | 07/10/13 | Vision Star Media | 1,262.00 |
| 72544 | 07/10/13 | Williams Scotsman, Inc. | 1,096.21 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|---|---------------|
| 72545 | 07/10/13 | Void | 0.00 |
| 72546 | 07/10/13 | Universal X Corporation f/s/o X | 35,000.00 |
| 72547 | 07/11/13 | Real World Tours, Inc. f/s/o Alan Jackson | 300,600.00 |
| 72548 | 07/11/13 | Flying U Rodeo Co., Inc. | 24,620.00 |
| 72549 | 07/11/13 | International Speedway, Inc. | 26,000.00 |
| 72550 | 07/11/13 | Flying U Rodeo Co., Inc. | 23,137.00 |
| 72551 | 07/11/13 | International Speedway, Inc. | 26,000.00 |
| 72552 | 07/11/13 | Flying U Rodeo Co., Inc. | 24,620.00 |
| 72553 | 07/11/13 | Go Go Corp f/s/o Go-Go's | 100,000.00 |
| 72554 | 07/11/13 | DeltaCare USA | 745.78 |
| 72555 | 07/11/13 | Delta Dental Plan Of California | 4,501.49 |
| 72556 | 07/11/13 | Safeguard Health Plans | 91.82 |
| 72557 | 07/11/13 | Kathlyn Keife | 154.15 |
| 72558 | 07/11/13 | Void | 0.00 |
| 72559 | 07/13/13 | Iration, LLC f/s/o Iration | 34,000.00 |
| 72560 | 07/13/13 | Nyahbinghi Voyage, Inc f/s/o Steel Pulse | 57,500.00 |
| 72561 | 07/18/13 | Albert Dean Colley | 2,500.00 |
| 72562 | 07/18/13 | AT&T | 759.21 |
| 72563 | 07/18/13 | Allen Barr | 50.00 |
| 72564 | 07/18/13 | Void | 0.00 |
| 72565 | 07/18/13 | Business Wire, Inc. | 255.00 |
| 72566 | 07/18/13 | California Technology Agency | 1,261.00 |
| 72567 | 07/18/13 | Shroud of Tour Inc. f/s/o Counting Crows | 116,355.00 |
| 72568 | 07/18/13 | CC Touring, Inc. f/s/o Colbie Caillat | 5,026.77 |
| 72569 | 07/18/13 | California Fair Services Authority | 716,341.25 |
| 72570 | 07/18/13 | Chef Ray Presents | 2,500.00 |
| 72571 | 07/18/13 | Wall E, LLC f/s/o Chris Wallace | 5,000.00 |
| 72572 | 07/18/13 | City of Costa Mesa | 7,368.75 |
| 72573 | 07/18/13 | Daniel E. Dinova | 653.31 |
| 72574 | 07/18/13 | Danny Maika Hamamoto | 1,200.00 |
| 72575 | 07/18/13 | Dave Lieberman | 100.00 |
| 72576 | 07/18/13 | Diana Sanders Cinamon | 200.00 |
| 72577 | 07/18/13 | Dorothy Reinhold | 100.00 |
| 72578 | 07/18/13 | Edward Leon | 1,100.00 |
| 72579 | 07/13/13 | Flying U Rodeo Co., Inc. | 23,136.00 |
| 72580 | 07/18/13 | Flying U Rodeo Co., Inc. | 23,137.00 |
| 72581 | 07/18/13 | James Elliott Entertainment | 3,250.00 |
| 72582 | 07/18/13 | Jannet Sanchez | 7.50 |
| 72583 | 07/18/13 | Johanna C. Svensson | 206.45 |
| 72584 | 07/18/13 | Crown Five, LLC | 3,400.00 |
| 72585 | 07/18/13 | LA Entertainment, Inc. | 7,589.49 |
| 72586 | 07/18/13 | Lauren McCusker | 100.00 |
| 72587 | 07/18/13 | Lauria Watts | 100.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|--|---------------|
| 72588 | 07/18/13 | Linda Amendt | 100.00 |
| 72589 | 07/18/13 | Lothar Vallot | 200.00 |
| 72590 | 07/18/13 | Marie Torres | 52.71 |
| 72591 | 07/18/13 | Marisol Valdez | 20.95 |
| 72592 | 07/18/13 | Michael Hall | 444.66 |
| 72593 | 07/18/13 | Mike Nieland | 2,500.00 |
| 72594 | 07/18/13 | Mobile Mini | 1,863.00 |
| 72595 | 07/18/13 | Music Zirconia, Inc. | 3,750.00 |
| 72596 | 07/18/13 | Void | 0.00 |
| 72597 | 07/18/13 | Orange County Treasurer-Tax Collector | 948.00 |
| 72598 | 07/18/13 | Orange County Sheriff Levying Officer | 528.14 |
| 72599 | 07/18/13 | Ovations FanFare, LP | 1,057.32 |
| 72600 | 07/18/13 | Pacific Clippings | 59.00 |
| 72601 | 07/18/13 | Patricia Del Giorgio Florentine | 100.00 |
| 72602 | 07/18/13 | Pinnacle Petroleum, Inc. | 1,125.94 |
| 72603 | 07/18/13 | Platinum Resource Group | 4,216.88 |
| 72604 | 07/18/13 | Rachel Narins | 100.00 |
| 72605 | 07/18/13 | Red Wing Hatchery | 62.85 |
| 72606 | 07/18/13 | Reign Entertainment Productions, Inc. | 9,405.00 |
| 72607 | 07/18/13 | Rich Manning | 100.00 |
| 72608 | 07/18/13 | Void | 0.00 |
| 72609 | 07/18/13 | Sally Lansing | 100.00 |
| 72610 | 07/18/13 | SanGar Builders, Inc. | 2,485.00 |
| 72611 | 07/18/13 | Shaile Socher | 100.00 |
| 72612 | 07/18/13 | Sheila Hoban | 100.00 |
| 72613 | 07/18/13 | State Disbursement Unit | 953.00 |
| 72614 | 07/18/13 | Statewide Seating & Grandstands, Inc. | 1,400.00 |
| 72615 | 07/18/13 | Studio Tiga, Inc. | 2,000.00 |
| 72616 | 07/18/13 | Paradise Artists, Inc. f/s/o The Grass Roots | 15,000.00 |
| 72617 | 07/18/13 | Big Chair Tours, Inc. The Wallflowers | 23,355.00 |
| 72618 | 07/18/13 | Thomas Van Voorhis | 500.00 |
| 72619 | 07/18/13 | Three Dog Night | 44,450.00 |
| 72620 | 07/18/13 | TN Sheet Metal, Inc. | 14,770.00 |
| 72621 | 07/18/13 | Tracey Wallace | 194.00 |
| 72622 | 07/18/13 | Valerie Casey | 100.00 |
| 72623 | 07/18/13 | Vicki Schrimmer | 100.00 |
| 72624 | 07/18/13 | Williams Scotsman, Inc. | 514.46 |
| 72625 | 07/18/13 | NormalTown Music, Inc. f/s/o The B-52's | 75,815.04 |
| 72626 | 07/18/13 | Void | 0.00 |
| 72627 | 07/20/13 | E3 Touring, Inc. f/s/o Emblem 3 | 43,110.00 |
| 72628 | 07/21/13 | 7Horse Music, LTD. f/s/o dada | 9,405.00 |
| 72629 | 07/21/13 | Sergio C. Munoz | 200.00 |
| 72630 | 07/21/13 | Kidz Bop, LLC | 18,500.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|---|---------------|
| 72631 | 07/24/13 | Shroud of Tour Inc. f/s/o Counting Crows | 8,645.00 |
| 72632 | 07/24/13 | Big Chair Tours, Inc. f/s/o The Wallflowers | 1,645.00 |
| 72633 | 07/24/13 | Void | 0.00 |
| 72634 | 07/24/13 | AEG Live LLC f/s/o Austin Mahone | 69,750.00 |
| 72635 | 07/24/13 | B.I.B. Touring Inc f/s/o Bridgit Mendler | 69,750.00 |
| 72636 | 07/24/13 | B.I.B. Touring Inc f/s/o Bridgit Mendler | 5,250.00 |
| 72637 | 07/25/13 | Girl In A Coma | 6,975.00 |
| 72638 | 07/25/13 | Lagunatic Music & Filmworks Inc/Joan Jett | 50,000.00 |
| 72639 | 07/26/13 | Jeffrey Larson | 4,500.00 |
| 72640 | 07/26/13 | Weezer Touring, Inc. f/s/o Weezer | 250,000.00 |
| 72641 | 07/26/13 | Karaoke Rockstarz, Inc. | 14,880.00 |
| 72642 | 07/26/13 | KSWD | 1,721.25 |
| 72643 | 07/26/13 | 7Horse Music, LTD. f/s/o dada | 595.00 |
| 72644 | 07/26/13 | Anita Lau | 100.00 |
| 72645 | 07/26/13 | Anne Marie Panoringan | 100.00 |
| 72646 | 07/26/13 | Aquatic Service, Inc. | 195.00 |
| 72647 | 07/26/13 | AT&T | 100.00 |
| 72648 | 07/26/13 | August Johnson | 10,000.00 |
| 72649 | 07/26/13 | Betty Hart | 9.60 |
| 72650 | 07/26/13 | Bill Young Productions, Inc. | 320.00 |
| 72651 | 07/26/13 | Billy McKinley | 4,165.00 |
| 72652 | 07/26/13 | B & L Productions | 2,287.47 |
| 72653 | 07/26/13 | Boulevard Greenhouse, Inc. | 5,562.00 |
| 72654 | 07/26/13 | Francine Bradley | 414.30 |
| 72655 | 07/26/13 | Bravado International Group, Inc. | 5,796.19 |
| 72656 | 07/26/13 | BurrellesLuce | 252.90 |
| 72657 | 07/26/13 | Business Wire, Inc. | 255.00 |
| 72658 | 07/26/13 | Cathy Laurie | 18.65 |
| 72659 | 07/26/13 | Christopher De Surra | 200.00 |
| 72660 | 07/26/13 | Clear Channel Worldwide, Inc. | 38,825.00 |
| 72661 | 07/26/13 | Commercial Cleaning Systems, Inc. | 1,050.00 |
| 72662 | 07/26/13 | CR&A Custom, Inc. | 19,900.74 |
| 72663 | 07/26/13 | Cynthia Carvell | 54.91 |
| 72664 | 07/26/13 | Daisy Castro | 100.00 |
| 72665 | 07/26/13 | Daniel Tello | 5,000.00 |
| 72666 | 07/26/13 | Dan Gaines | 52.33 |
| 72667 | 07/26/13 | Divine Designs | 150.00 |
| 72668 | 07/26/13 | Edward Leon | 300.00 |
| 72669 | 07/26/13 | Emergent LLC | 3,222.31 |
| 72670 | 07/26/13 | Fisher & Phillips, LLP | 163.00 |
| 72671 | 07/26/13 | Franchise Tax Board | 295.24 |
| 72672 | 07/26/13 | Papa Dan's Products | 140.00 |
| 72673 | 07/26/13 | Gem Faire, Inc. | 52.00 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|----------------------------------|---------------|
| 72674 | 07/26/13 | Go Go Corp f/s/o Go-Go's | 9,561.95 |
| 72675 | 07/26/13 | Standing Bar G Productions, Inc. | 700.00 |
| 72676 | 07/26/13 | Hansen Concrete Design | 4,250.00 |
| 72677 | 07/26/13 | IAI Presentations, Inc. | 34,650.00 |
| 72678 | 07/26/13 | Inland Empire Weekly | 1,745.00 |
| 72679 | 07/26/13 | Void | 0.00 |
| 72680 | 07/26/13 | JamBase, Inc. | 1,500.00 |
| 72681 | 07/26/13 | James Militello | 6.00 |
| 72682 | 07/26/13 | Jeffrey Larson | 4,500.00 |
| 72683 | 07/26/13 | Jose Martinez Tree Service, Inc. | 3,200.00 |
| 72684 | 07/26/13 | Johanna C. Svensson | 6.75 |
| 72685 | 07/26/13 | KABC - TV | 1,785.00 |
| 72686 | 07/26/13 | Kalise Bryant | 75.00 |
| 72687 | 07/26/13 | KAMP-FM / KCBS-FM | 352.75 |
| 72688 | 07/26/13 | Karen Barnard "Katie the Clown" | 5,673.00 |
| 72689 | 07/26/13 | Karen Smith | 6.00 |
| 72690 | 07/26/13 | Katie Hastings | 89.10 |
| 72691 | 07/26/13 | KBUE - FM | 1,024.25 |
| 72692 | 07/26/13 | KCAL-TV/California 9 | 701.25 |
| 72693 | 07/26/13 | KCBS Television Studios | 1,190.00 |
| 72694 | 07/26/13 | KCOP Television, Inc. | 850.00 |
| 72695 | 07/26/13 | KFTR | 1,615.00 |
| 72696 | 07/26/13 | KKGO - FM | 544.00 |
| 72697 | 07/26/13 | KLOS Radio, Inc. | 382.50 |
| 72698 | 07/26/13 | KLVE | 765.00 |
| 72699 | 07/26/13 | KLYY | 825.00 |
| 72700 | 07/26/13 | KMEX | 382.50 |
| 72701 | 07/26/13 | KNBC-TV | 1,785.00 |
| 72702 | 07/26/13 | KRCD | 616.25 |
| 72703 | 07/26/13 | KROQ - FM | 1,615.00 |
| 72704 | 07/26/13 | KRTH 101FM | 216.75 |
| 72705 | 07/26/13 | KTLA, Inc. | 2,635.00 |
| 72706 | 07/26/13 | KTTV | 6,502.50 |
| 72707 | 07/26/13 | KTWV-FM | 1,228.25 |
| 72708 | 07/26/13 | KVEA Channel 52 | 722.50 |
| 72709 | 07/26/13 | KWHY-TV | 340.00 |
| 72710 | 07/26/13 | KWIZ - FM | 1,049.75 |
| 72711 | 07/26/13 | Largest Mixer | 250.00 |
| 72712 | 07/26/13 | Lauria Watts | 100.00 |
| 72713 | 07/26/13 | Leslie Trasport | 446.15 |
| 72714 | 07/26/13 | Linda Amendt | 100.00 |
| 72715 | 07/26/13 | Lisa Sexton | 6,612.50 |
| 72716 | 07/26/13 | Live Nation Merchandise, Inc. | 9,602.39 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|------------------|-------------|---------------------------------------|---------------|
| 72717 | 07/26/13 | Loomis Armored US, LLC | 87.28 |
| 72718 | 07/26/13 | Lopez Works, Inc. | 57,029.00 |
| 72719 | 07/26/13 | Lou Castro | 1,750.00 |
| 72720 | 07/26/13 | Manatt, Phelps & Phillips, LLP | 10,147.94 |
| 72721 | 07/26/13 | McClain Roofing, Inc. | 800.00 |
| 72722 | 07/26/13 | Mesa Water District | 17,917.47 |
| 72723 | 07/26/13 | Mike Barnard "Tadpole the Clown" | 5,909.00 |
| 72724 | 07/26/13 | Void | 0.00 |
| 72725 | 07/26/13 | Nicole Paulden | 75.00 |
| 72726 | 07/26/13 | Noble Rents, Inc. dba Noble Iron | 784.32 |
| 72727 | 07/26/13 | Orange County Register - Advertising | 10,203.32 |
| 72728 | 07/26/13 | Ovations FanFare, LP | 1,227.15 |
| 72729 | 07/26/13 | Pacifica Institute | 448.02 |
| 72730 | 07/26/13 | Peterson Grading & Paving | 8,500.00 |
| 72731 | 07/26/13 | Pinnacle Landscape Company | 4,457.00 |
| 72732 | 07/26/13 | Pinnacle Petroleum, Inc. | 2,014.37 |
| 72733 | 07/26/13 | Platinum Resource Group | 3,397.88 |
| 72734 | 07/26/13 | Project Dynamite | 8,800.00 |
| 72735 | 07/26/13 | Pyro Engineering, Inc. | 26,000.00 |
| 72736 | 07/26/13 | Rachel Klemek | 200.00 |
| 72737 | 07/26/13 | Red Wing Hatchery | 62.85 |
| 72738 | 07/26/13 | Rich Manning | 100.00 |
| 72739 | 07/26/13 | Roseanne Bye | 100.00 |
| 72740 | 07/26/13 | Sandscapes | 32,590.00 |
| 72741 | 07/26/13 | Save Ferris, LLC | 50,000.00 |
| 72742 | 07/26/13 | Quijote Corporation dba Sensis | 6,250.00 |
| 72743 | 07/26/13 | Southern California Sound Image, Inc. | 12,000.00 |
| 72744 | 07/26/13 | Sound Media Fusion, LLC | 17,250.00 |
| 72745 | 07/26/13 | State Disbursement Unit | 245.18 |
| 72746 | 07/26/13 | Statewide Seating & Grandstands, Inc. | 6,763.00 |
| 72747 | 07/26/13 | Stephen Daly | 75.00 |
| 72748 | 07/26/13 | Sticky Music Publishing, LLC | 3,500.00 |
| 72749 | 07/26/13 | Suzanne Meriden | 100.00 |
| 72750 | 07/26/13 | Sweet September Cupcakes | 100.00 |
| 72751 | 07/26/13 | TalentWise | 10,101.00 |
| 72752 | 07/26/13 | Tara Simon | 100.00 |
| 72753 | 07/26/13 | Taylor Zumstein | 75.00 |
| 72754 | 07/26/13 | The English Beat, LLC | 13,500.00 |
| 72755 | 07/26/13 | Three Dog Night | 81.75 |
| 72756 | 07/26/13 | ThyssenKrupp Elevator Corporation | 726.95 |
| 72757 | 07/26/13 | Veneklasen Associates, Inc. | 142.50 |
| 72758 | 07/26/13 | Verizon Wireless | 1,738.26 |
| 72759 | 07/26/13 | Ware Disposal, Inc. | 4,992.66 |

OC Fair & Event Center Accounts Payable Check/Payments Summary
July 2013

| Check No. | Date | Vendor Name | Amount |
|---|-------------|---|---------------------|
| 72760 | 07/26/13 | William F. Barnes | 563.45 |
| 72761 | 07/26/13 | World Power Wrestling | 5,534.00 |
| 72762 | 07/26/13 | Zhong Tan | 75.00 |
| 72763 | 07/27/13 | Void | 0.00 |
| 72764 | 07/27/13 | Seismonos, Inc. f/s/o Ozomatli | 15,000.00 |
| 72765 | 07/28/13 | Monster Truck Entertainment, LLC | 59,890.00 |
| 72766 | 07/28/13 | Common Sense Music, Inc. | 1,500.00 |
| 72767 | 07/28/13 | Dirty Heads Touring, Inc. f/s/o Dirty Heads | 44,000.00 |
| 72768 | 07/28/13 | The Expendables | 17,500.00 |
| 72769 | 07/31/13 | Swedtones Intl Ent f/s/o The Music of ABBA | 5,528.25 |
| 72770 | 07/31/13 | Blooming Boom Productions Corp. | 10,000.00 |
| 72771 | 07/31/13 | Flaming Lips, Inc. | 116,250.00 |
| | | | |
| ET2885984952 | 07/03/13 | Paypal, Inc. | 77.35 |
| E49354582 | 07/05/13 | Pitney Bowes Inc. | 2,000.00 |
| E115343792 | 07/10/13 | California Fairs Financing Authority | 13,343.85 |
| E115360446 | 07/10/13 | California Fairs Financing Authority | 8,514.31 |
| E115372599 | 07/10/13 | California Fairs Financing Authority | 19,112.47 |
| E115385535 | 07/10/13 | California Fairs Financing Authority | 400.00 |
| E115401452 | 07/10/13 | California Fairs Financing Authority | 250.00 |
| E115415032 | 07/10/13 | California Fairs Financing Authority | 1,000.00 |
| E115425881 | 07/10/13 | California Fairs Financing Authority | 2,300.00 |
| E115441851 | 07/10/13 | California Fairs Financing Authority | 3,425.00 |
| E115470296 | 07/10/13 | California Fairs Financing Authority | 585.00 |
| E115484347 | 07/10/13 | California Fairs Financing Authority | 1,075.00 |
| E115501378 | 07/10/13 | California Fairs Financing Authority | 7,722.28 |
| E115533642 | 07/10/13 | California Fairs Financing Authority | 116,185.00 |
| E115555878 | 07/10/13 | California Fairs Financing Authority | 350.00 |
| E110879644 | 07/19/13 | Ray Cammack Shows, Inc. | 1,500,000.00 |
| E117679635 | 07/24/13 | Ray Cammack Shows, Inc. | 1,350,000.00 |
| E116830571 | 07/26/13 | Ray Cammack Shows, Inc. | 750,000.00 |
| E20130726 | 07/29/13 | Board Of Equalization | 4,709.00 |
| E113743218 | 07/30/13 | US Bank | 321,584.17 |
| E13258641 | 07/30/13 | Public Employees Retirement System | 86,843.71 |
| E13937497 | 07/30/13 | Public Employees Retirement System | 2,089.81 |
| E119625187 | 07/31/13 | Ray Cammack Shows, Inc. | 1,400,000.00 |
| Total July 2013 AP Checks/Payments | | | 9,049,600.32 |

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD JUNE 27, 2013**

1. CALL TO ORDER:

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

2. MISSION STATEMENT:

Chair La Belle recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Mike Robbins. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

Chair La Belle, Vice Chair Tkaczyk, Director Ellis, Director Tucker, Director Berardino, Director Aitken, and Director Mouet

DIRECTORS ABSENT/EXCUSED:

Director Dodge, Director Jahangiri.

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Gary Hardesty, OCFEC Chief Technology & Production Officer; Larry Sasson; Jeff Willson, OCFEC; Marlene Apodaca, court reporter; Roger Grable; Reggie Mundekis, Mike Robbins; Jeanine Robbins; Joan Hamill, OCFEC Director of Community Relations; Nick Buffa, OCFEC; Elaine Kumamoto, OCFEC; Jeff Teller, OCMP; Stew Suchman, OCMP; Jason Jacobsen, OCFEC Director of Technology; Tamara Goddard, CPMG; Clint Eastman, CPMG; Guy Leavitt, RCS; Nicole Shine, OC Register; Roy Englebrecht, Fight Club OC; Sandy Genis, City of Costa Mesa; Beth Delgado, OCFEC; Rick Hansen, Equestrian Center; Theresa Sears; Howard Sandler, OCFEC Director of Communications; Robin Wachner, OCFEC Director of Events; Kevin Coy, OCWS; Teresa Drain; Rick Stein, Arts OC; Terry McCarthy; Cindy Brenneman; Bob Palu; Ron Lane; Jack Hammett; Beth Refakes; Cornell Iliescu; Douglas Westfall; Robert Palazzola; David Hayward

5. CEO'S OPERATIONAL UPDATE

Joan Hamill introduced Kevin Coy, President, Orange County Wine Society.

Coy discussed the 2013 OC Fair Commercial Wine Judging Competition and Homewine Competition.

Doug Lofstrom, OCFEC CEO, discussed the 2012 CDFA audit and

introduced Sharon Augenstein, OCFEC CFO, who introduced the Accounting staff: Kathlyn Kiefe and Beth Delgado. Augenstein then introduced the new Finance Director Elaine Kumamoto.

Regarding the CDFA Audit, Chair La Belle mentioned that at the end of the conference call he asked how OCFEC ranked on a scale of 1 to 10. The auditor ranked OCFEC as a 9.5.

Lofstrom then discussed the Pacific Amphitheatre Phase II Open House that was held on June 19.

Gary Hardesty, OCFEC Chief Production and Technology Officer, discussed the completion of Pacific Amphitheatre Phase I and plans for Phase II.

Lofstrom then discussed the upcoming Costa Mesa 60th Anniversary celebration and a proposed OCEA Veteran's Day event. He then discussed a round table discussion he had with the operators of Ovations, the Orange County Market Place, RCS, and Equestrian Services II. Lofstrom then discussed a conference call with Supervisor Moorloch's staff regarding the Memorial Gardens' building. He finished his comments by discussing the upcoming 2013 OC Fair.

Director Berardino suggested that honoring those who trained at Santa Ana Army Air Base (SAAAB) takes precedent over any other concerns but he understood that Memorial Garden's was discussed as part of the scope of work for the Pacific Amphitheatre renovation.

Director Mouet stated that this is a great opportunity to partner with veteran's groups. Mouet then suggested Lofstrom follow up with the County to determine what they are proposing when they suggest purchasing the Memorial Gardens' building.

Lofstrom then discussed efforts by staff to honor OCFEC's SAAAB heritage.

Director Ellis stressed that OCFEC needs to do more than place a plaque and possibly rebuild the Memorial Gardens' building.

Director Berardino stated that while agricultural education is important it is not as important as honoring the veterans.

Vice Chair Tkaczyk asked about the Parking Ops Facility truck in the Capital expenditure. He then suggested that the F150 in the motor pool be repurposed for Parking Ops.

6. PUBLIC COMMENT

Sandy Genis, Councilmember of City of Costa Mesa, thanked the Fair Board and staff for working with the City of Costa Mesa on the 60th anniversary celebration. She then encouraged the Board to save the Memorial Gardens' building.

Mike Robbins spoke in support of saving the Memorial Gardens' building. He then discussed Fair attendance and said staff should work harder.

Theresa Sears complimented the Fair Board for finally understanding the value of the property. She then discussed the value of horses and the equestrian community.

Reggie Mundekis thanked staff for providing the Nossaman documents and would follow up with a list of missing documents. Regarding the Memorial Gardens' building, she stated that an historical research person was never brought in during the CEQA process.

Jeanine Robbins discussed the 2013 OC Fair app and suggested that vendors be included.

7. MINUTES:

A. Board Meeting held on May 23, 2013 Action Item

ACTION: Director Mouet motioned and Director Aitken seconded to review and approve the minutes from the Board meeting held May 23, 2013. **MOTION PASSED UNANIMOUSLY**

8. CONSENT CALENDAR

A. Standard Agreements: SA-114-13PA; SA-115-13PA; SA-117-13PA; SA-120-13GE; SA-121-13PA; SA-122-13PA; SA-123-13GE; SA-128-13LS; SA-132-13GE; SA-138-13FT; SA-139-13FT; SA-140-13VA; SA-141-13FT; SA-142-13GE; SA-143-13VA; SA-145-13FT; SA-146-13FT; SA-147-13PA; SA-148-13PA; SA-149-13PA; SA-150-13PA; SA-151-13CF; SA-152-13CF; SA-153-13PA; SA-154-13PA; SA-155-13SP; SA-156-13SP; SA-157-13LS; SA-158-13CF; SA-159-13FT; SA-160-13PA; SA-161-13PA; SA-162-13FT; SA-163-13FT; SA-164-13GE; SA-165-13FT; SA-166-13FT; SA-167-13CF; SA-168-13FT; SA-169-13PS; SA-170-13PS; SA-171-13GE; SA-172-13GE; SA-173-13CF; SA-174-13FT; SA-175-13FT; SA-176-13FT; SA-178-13SP; SA-179-13SP; SA-180-13SP; SA-181-13SP;

SA-182-13GE; SA-183-13GE; SA-184-13GE; SA-185-13PA;
SA-186-13FT; SA-187-13CF; SA-188-13FT; SA-189-13GE;
SA-190-13GA; SA-191-13PA; SA-192-13CF; SA-193-13PA;
SA-194-13PA; SA-195-13GE; SA-196-13GA; SA-197-13PA;
SA-198-13PA

B. Amendments: SA-158-10GL; SA-57-12HB; SA-167-12SP;
SA-24-13PS; SA-74-13GA

C. Rental Agreements: R-057-13; R-160-13; R-167-13; R-172-13;
R -173-13; R-176-13; R-177-13; R-178-13; R-180-13; R-182-13;
R-001-14; R-002-14; R-016-14; R-022-14

D. Active Joint Powers Authority Agreements

E. Commercial Agreements: 20108; 20115; 23001; 23002; 23006;
23007; 23009; 23012; 23014; 23016; 23017; 23020; 23023; 23024;
23025; 23026; 23027; 23028; 23034; 23036; 23038; 23041; 23042;
23044; 23050; 23051; 23052; 23053; 23054; 23055; 23056; 23058;
23060; 23061; 23063; 23064; 23067; 23068; 23070; 23071; 23075;
23077; 23079; 23080; 23081; 23082; 23083; 23084; 23085; 23087;
23088; 23089; 23090; 23091; 23092; 23097; 23098; 23104; 23106;
23110; 23112; 23113; 23114; 23120; 23122; 23129; 23131; 23136;
23137; 23138; 23139; 23142; 23143; 23148; 23150; 23151; 23152;
23154; 23155; 23159; 23164; 23165; 23167; 23172; 23173; 23177;
23178; 23179; 23180; 23181; 23182; 23185; 23188; 23192; 23193;
23194; 23198; 23199; 23200; 23201; 23204; 23205; 23206; 23211;
23213; 23214; 23215; 23219; 23220; 23221; 23223; 23224; 23226;
23227; 23229; 23232; 23234; 23242; 23244; 23252; 23258; 23259;
23262; 23263; 23264; 23265; 23267; 23268; 23271; 23272; 23273;
23274; 23276; 23277; 23278; 23285; 23287; 23288; 23290; 23291;
23292; 23293; 23296; 23297; 23299; 23302; 23303; 23304; 23307;
23308; 23313; 23318; 23321; 23322; 23323; 23328; 23329; 23330;
23334; 23337; 23338; 23340; 23350; 23358; 23360; 23362; 23364;
23367; 23368; 23369; 23373; 23376; 23378; 23379; 23381; 23383;
23384; 23429; 23434; 23437; 23438; 23448; 23449; 23451; 23453;
23454; 23456; 23458; 23460; 23461; 23463; 23464; 23465; 23466;
23467; 23468; 23470; 23472; 23474; 23476; 23481; 23482; 23483;
23486; 23488; 23489; 23490; 23491; 23492; 23497; 23498; 23499;
23501; 23503; 23504; 23505; 23507; 23508; 23509; 23512; 23513;
23514; 23520; 23523; 23524; 23525; 23530; 23535; 23537; 23541;
23542; 23543; 23546; 23547; 23548; 23549; 23558; 23559; 23565;
23570; 23571; 23573; 23578; 23580; 23586; 23587; 23590; 23593;
23594; 23600; 23604; 23605; 23607; 23613; 23615; 23616; 23617;
23619; 23620; 23621; 23622; 23623; 23624; 23625; 23626; 23627;
23628; 23629; 23630; 23632; 23633; 23634; 23635; 23636; 23637;

23638; 23639; 23640; 23641; 23642; 23643; 23644; 23647; 23648;
23649; 23651; 23652; 23653; 23654; 23655; 23657

- F. Concessionnaire Agreements: 17842; 17859; 17861; 17892; 18044;
18054; 18093; 18361; 18363; 18660; 18833; 18835; 18839; 18840;
18841; 18842; 18844; 18845; 18846; 18849; 18850; 18851; 18854;
18855; 18857; 18858; 18859; 18863; 18864; 18865 ; 18866; 18867;
18868; 18869; 18870; 18871; 18872; 18873; 18874; 18878; 18882;
18900; 18901; 18902; 18906; 18909; 18910; 18911; 18912; 18913;
18914; 18915; 18916; 18957; 19016; 19051; 19052; 19053; 19054;
19058; 19059; 19061; 19063; 19064; 19065; 19066; 19067; 19068;
19073; 19119; 19122; 19124; 19127; 19151; 19152; 19153; 19154;
19155; 19171; 19172; 19174; 19175; 19176; 19177; 19178; 19183;
23102; 23118; 23236; 23281; 23602
- G. Independent Amusement Agreements: 23128; 23175; 23176; 23207;
23345; 23346; 23347; 23352; 23353; 23522; 23533; 23584; 23618;
23645; 23646; 23650
- H. Market Place Village Agreements: 23010; 23011; 23018; 23078;
23134; 23141; 23153; 23156; 23187; 23191; 23209; 23230; 23238;
23240; 23289; 23316; 23319; 23359; 23462; 23495; 23506; 23517;
23518; 23551; 23574; 23575
- I. Platinum Partner Agreements: 20002; 20014; 20017; 20024; 20038;
20081; 20121; 20122; 20131; 20150; 20151; 20155; 20155; 20159;
20216; 20232; 20242; 20259; 20271; 20334; 20355; 20429; 20464;
20540; 20548; 20560; 20579; 20583; 20591; 20592; 20594; 20595;
20601; 20609; 20612
- J. Supplier Agreements: 23127; 23228; 23266; 23487; 23539
- K. Judging Agreements: HA-101-13; HA-102-13; HA-103-13; HA-104-13;
HA-105-13; HA-106-13; HA-107-13; HA-108-13; HA-109-13;
HA-110-13; HA-111-13; HA-112-13; HA-113-13; HA-114-13;
HA-115-13; HA-116-13; HA-117-13; HA-201-13; HA-202-13;
CA-101-13; CA-102-13; CA-103-13; FZ-101-13; FZ-102-13;
FZ-103-13; FZ-104-13; FZ-105-13

Director Berardino passed along comments he had received
expressing concerns about price increases by vendors at the Fair.

ACTION: Director Mouet motioned and Vice Chair Tkaczyk seconded to
review and approve the Consent Calendar. **MOTION PASSED
UNANIMOUSLY**

9. GOVERNANCE PROCESS:

Chair La Belle moved Item 9C up in agenda schedule.

C. Discussion of Exhibit Honoring Orange County Military Veterans Information Item

Director Berardino presented the item regarding an exhibit honoring Orange County military veterans, expressing his interest and intention to see it done.

David Heyward, SAAAB veteran, 22nd Bomb Squadron Association Secretary Treasurer, spoke in support of a war museum at the fairgrounds.

Robert Palazzola, Costa Mesa Historical Society, spoke about his family's service in World War II, Korea and Vietnam. He spoke in support of a war museum.

Douglas Westfall spoke in support of a war museum.

Cornell Iliescu spoke about his experiences in World War II and immigrating to the United States from Romania. He then discussed his proposed Operation Tidal Wave memorial.

Terry McCarty, Orange County Veteran's Advisory Committee, spoke about his service to the country and in support of a war museum.

Teresa Drain spoke in support of preserving the heritage of SAAAB.

Beth Refakes thanked Director Berardino for bringing this matter before the Board of Directors. She stressed the importance of not forgetting Orange County's military and agricultural heritage. She spoke in support of preserving the Memorial Gardens' building.

Ron Lane spoke in support of the memorial and saving the Memorial Gardens' building.

Cindy Brenneman spoke about her family's service to the country and about the importance of honoring veterans.

Sandy Genis, City of Costa Mesa, spoke about her father's service to the country and about the importance of honoring veterans.

Jack Hammett spoke about the mission of the Freedom Committee of Orange County and his service to the country.

Director Berardino thanked the speakers and expressed his support of the project. He then requested that the Board Chair appoint a two person committee to get input from veterans and veteran's groups to proceed with this project; and to direct staff put a committee together to create a war museum on the fairgrounds.

Director Aitken supported the idea and volunteered to be on the committee.

Director Mouet, Director Ellis, Vice Chair Tkaczyk spoke in support of the idea.

Chair La Belle appointed Director Berardino, Director Aitken and himself to the committee. Chair La Belle then directed the CEO to create staff committee to look at different options.

A. Committee/Task Force/Liaison Reports

Information Item

Director Ellis excused himself at 11:43

Director Mouet provided an update regarding the Operational Needs Assessment Task Force.

B. Approve Named Delegation of Authority for Execution of Contracts

Action Item

Augenstein presented the item.

ACTION: Director Mouet motioned and Director Berardino seconded to approve delegation of authority for the following named individuals to sign contractual agreements on behalf of the 32nd DAA, OC Fair & Event Center: Doug Lofstrom, CEO; Sharon Augenstein, CFO.

MOTION PASSED UNANIMOUSLY

D. SB-741 Update

Information Item

Chair La Belle stated that the concerns of the Board were transmitted to Sen. Cannella.

Roger Grable stated that the bill had passed out of the Senate and was now in the Assembly.

Lofstrom stated that the Senator had not responded to the correspondence from the Board of Directors.

Reggie Mundekis provided an update regarding the bill. She requested that the Sen. Cannella letter be forwarded to the Assembly Agriculture Chair, Susan Eggman.

Theresa Sears expressed appreciation for the letter sent by the Board of Directors to Sen. Cannella.

Director Aitken asked about the SB-741 amendment language drafted by the Orange County Fair Preservation Society and asked for a copy to be sent to her.

Chair La Belle asked if Grable and Lofstrom could look at the OCFPS amendment language and transmit a copy of the Cannella letter to the Assembly Agriculture Chair.

Director Tucker joined the meeting at 12:00 p.m.

E. Assessment of 2013 OC Fair New Year's Eve Block Party
Action Item

Lofstrom introduced the item.

Vice Chair Tkaczyk supported the recommendation and complimented the event despite the poor attendance.

Director Mouet supported the recommendation but encouraged staff to continue to explore new event ideas.

Director Tucker stated that it is good to know when to quit.

Chair La Belle complimented staff on their efforts regarding Block Party.

ACTION: Vice Chair Tkaczyk motioned and Director Berardino seconded to approve staff recommendation to discontinue the OC Fair New Year's Eve Block Party effective 2013 for the following reasons: results of the event do not justify the resources expended; attendance and profitability for three years 2010 through 2012 have fallen short of projections; risk of \$290,000 each year to produce a one-night event for which over 60% of ticket sales occur during the week prior and attendance is subject to weather. **MOTION PASSED UNANIMOUSLY**

F. Approve Task Force's Recommendation and Budget for Worker's Memorial Project

Action Item

Director Aitken presented the item on behalf of the Workers Memorial Task Force. The Task Force recommended Ricardo Mendoza and Josh Sarantitis and their work "Table of Dignity."

ACTION: Director Berardino motioned and Chair La Belle seconded to approve the Workers Memorial Task Force's recommendation to select Ricardo Mendoza and Josh Sarantitis to design, produce and install the Agriculture Workers Memorial and approve up to \$100,000 from the OC Fair & Event Center's operating budget to fund the project.

MOTION PASSED UNANIMOUSLY

10. CLOSED SESSION

The Board adjourned to closed session at 12:16 p.m. and reconvened at 12:59 p.m.

Grable reported that the Board approved the appointment of Doug Lofstrom as Secretary-Manager VII, District Agricultural Associations.

9. GOVERNANCE PROCESS (continued)

G. Approval of Compensation for OCFEC CEO

Action Item

Chair La Belle presented the item. Grable read the terms of compensation.

ACTION: Vice Chair Tkaczyk motioned and Director Aitken seconded to approve the recommended compensation upon the appointment of Doug Lofstrom to the position of Chief Executive Officer of the 32nd District Agricultural Association including reinstatement as a full time employee of the State of California with the classification of Secretary-Manager VII, District Agricultural Associations. **MOTION PASSED UNANIMOUSLY**

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Chair La Belle asked about the dismantling of the Memorial Gardens' building.

Lofstrom stated that the dismantling of the Memorial Gardens' building was included in the Scope of Work approved by the Board of Directors in August 2012.

Vice Chair Tkaczyk asked whether rewarding the contract could be disrupted by the Memorial Gardens' building.

Director Aitken explained that the historical significance is tied to Memorial Gardens not the building under discussion.

Chair La Belle noted that the garden was dismantled in 1983.

Director Berardino stated that he met with Karen Ross, Secretary of Food and Agriculture, and provided her with all the documents related to the sale program, and his concerns about CFFA.

12. NEXT BOARD MEETING: JULY 8, 2013

13. ADJOURNMENT

Meeting adjourned at 1:19 p.m.

Doug La Belle, Chair

Doug Lofstrom, Chief Executive Officer

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD JULY 8, 2013**

1. CALL TO ORDER:

Chair La Belle called the meeting to order at 9:00 a.m.

2. MISSION STATEMENT:

Chair La Belle recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Roger Grable. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

Chair La Belle, Vice Chair Tkaczyk, Director Ellis, Director Dodge, Director Berardino, Director Aitken, and Director Mouet

DIRECTORS ABSENT/EXCUSED:

Director Tucker and Director Jahangiri

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Gary Hardesty, OCFEC Chief Technology & Production Officer; Larry Sasson; Jeff Willson, OCFEC; Marlene Apodaca, court reporter; Roger Grable; Reggie Mundekis, Mike Robbins; Jeanine Robbins; Nick Buffa, OCFEC; Stew Suchman, OCMP; Jason Jacobsen, OCFEC Director of Technology; Bradley Zint, Daily Pilot; Guy Leavitt, RCS; Jennifer Muir, OCEA; Robin Wachner, OCFEC Director of Communications; Howard Sandler, OCFEC Director of Events; Jerry Eldridge, OCFEC Director of Facilities; Theresa Sears; Nicole Shine, OC Register; Kevin Coy, OCWS; David Mansdoerfer; Supervisor Moorloch's Office; Teresa Drain; Cindy Brenneman; Rev. Dr. Maurice N.Hansen; Cornell Iliescu; Beth Refakes; Robert Palazzola; Helen Nielsen; Doug Westfall

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC CEO, noted that the 2013 OC Fair begins Friday, July 12 and invited the Board members to join staff at Blue Gate to welcome guests for the Opening Hour.

Michele Richards, OCFEC Chief Business Development Officer, discussed the unveiling of the wrapped Metrolink train and OCTA bus program.

6. PUBLIC COMMENT

Reggie Mundekis discussed the Nossaman documents and a recent public records request regarding the transfer of funds to CFFA.

7. CONSENT CALENDAR

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

In relation to agreements SA-210-13SP and SA-218-13SP, Chair La Belle disclosed that he has limited holdings in Hyatt and DirecTV.

ACTION: Director Mouet motioned and Director Aitken seconded to review and approve the Consent Calendar. **MOTION PASSED UNANIMOUSLY**

8. GOVERNANCE PROCESS

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

Action Item

Lofstrom introduced the item.

Sharon Augenstein, OCFEC CFO, presented the staff report including OCFEC's cash position, original proposed scope of work and estimated increase in cost since original approval of the project in August 2012.

Lofstrom spoke about concerns regarding the Memorial Gardens' building.

Director Berardino strongly suggested that the Memorial Gardens' building be move elsewhere on the fairgrounds as part of the proposed war museum.

Roger Grable noted that the EIR allowed for either the dismantling or relocation of the Memorial Gardens' building.

Director Berardino noted that moving the building would not include the EWSP due to the lack of union density in this field.

Lofstrom stated that initial estimates to move the building to Lot G and demolition of the foundation and the add-on restrooms would be approximately \$50,000.

Director Aitken asked what portion of the building was original and what was later construction on the building? What would be the cost of saving the original parts and recreating an original building?

Director Ellis suggested the OC Board of Supervisors contribute funds to help with the relocation.

David Mansdoerfer, Officer of Supervisor Moorloch, stated that they believed dismantling the building would be outside of the CEQA guidelines.

Director Berardino asked Mansdoerfer if he could determine whether the county is willing to contribute to the project.

Mansdoerfer asked for the request in writing.

Teresa Drain spoke in support of maintaining the Memorial Gardens' building.

Cindy Brennaman spoke in support of retaining the building on the fairgrounds.

Rev. Dr. Maurice Hansen, VFW 9934, spoke in support of preserving the Memorial Gardens' building

Cornell Ilescu spoke against dismantling or moving the Memorial Gardens' building.

Reggie Mundekis spoke in support of preserving the Memorial Gardens' building.

Beth Beth Refakes, Costa Mesa Historical Society, spoke in support of preserving the Memorial Gardens' building.

Robert Palazzola, Costa Mesa Historical Society, spoke in support of preserving the Memorial Gardens' building. He spoke of the value of the building as a symbol regardless of its authenticity.

Theresa Sears spoke in support of preserving the Memorial Gardens' building. She then encouraged the Board to conduct a forensic audit.

Mike Robbins spoke in support of building around the Memorial Gardens' building.

ACTION: Director Berardino motioned and Chair La Belle seconded to approve to direct staff to undertake appropriate CEQA analysis regarding the relocation of the Memorial Gardens' Building elsewhere on the fairgrounds; for the Memorial Gardens' Building to be integrated into the proposed war museum somewhere on the fairgrounds; and to determine whether any elements of the original Memorial Garden still exist on the fairgrounds. **MOTION PASSED UNANIMOUSLY**

Director Berardino thanked Doug and staff for the work they have done regarding this project and stressed the language of the EWSP.

ACTION: Director Berardino motioned and Director Ellis seconded 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 including all add alternates and the second restroom. **MOTION PASSED UNANIMOUSLY**

B. Review Proposal from Roy Englebrecht Promotions
Action Item

Item removed by request of Roy Englebrecht.

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

Roger Grable presented the item.

Reggie Mundekis stated that the OCFPS is open to compromise and noted that the 32nd DAA was not included in the Assembly Agriculture Committee report.

Lofstrom stated that he would like to meet with Director Aitken, Roger Grable and the Executive Management Team to discuss how the suggested amendments would affect OCFEC and bring back the recommendation to the Board at the next meeting.

Theresa Sears asked that the public be allowed to participate in the proposed meeting.

Director Aitken suggested that Grable, the Executive Management Team and she meet first, and then have a second meeting prior to the next Board meeting with members of the OCFPS.

ACTION: Director Aitken motioned and Chair La Belle seconded to have Director Aitken meet with Roger Grable and the Executive Management Team to discuss how the suggested amendments and how they would affect OCFEC, then meet with the OCFPS and bring back a recommendation to the Board at the next meeting **MOTION PASSED UNANIMOUSLY**

9. BOARD OF DIRECTORS MATTERS OF INFORMATION

Vice Chair Tkaczyk asked about the arrangement regarding the billboards on the property and what kind of revenue OCFEC receives.

10. NEXT BOARD MEETING: TBD

11. ADJOURNMENT

Meeting adjourned at 11:13 a.m.

Doug La Belle, Chair

Doug Lofstrom, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
AUGUST 2013**

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | RECEIPT AMOUNT | NOT TO EXCEED EXPENSE AMOUNT |
|-------------------|---|---|--------------------|---------------------|---------------------------------------|-------------------------------------|
| SA-62-13PA | TMB Productions, LLC | "Styx" to Perform in Pacific Amphitheatre - Payment correction (originally approved on April agenda) | Fair | 08/02/13 | | \$76,500.00 |
| SA-89-13PA | AEG Live LLC | "Austin Mahone" performing in Pacific Amphitheatre - Change Contractor Name for Austin Mahone at Pacific Amphitheatre (originally approved on May agenda) | Fair | 07/24/13 | | \$76,500.00 |
| SA-226-13SP | Lewis Media Partners on behalf of 300 Anaheim | Sponsorship - Added a \$500.00 trade component (originally approved on July agenda) | Fair | 07/12/13 - 08/11/13 | \$5,000.00 (cash) \$500.00 (trade) | |
| SA-228-13SP | Vons/Safeway Inc./Event Partnership | Sponsorship - Contract redrafted with new name (originally approved on August agenda) | Fair | 07/12/13 - 08/11/13 | \$62,500.00 | |
| SA-232-13GE | Rebecca Goodyear | Clown Entertainment | Fair | 07/12/13 - 07/28/13 | | \$6,500.00 |
| SA-233-13GE | Music Zirconia, Inc. | "The Distractions" in The Hangar (replaces SA-19-13GE) | Fair | 07/25/13 | | \$3,750.00 |
| SA-234-13GE | Music Zirconia, Inc. | "Total Distortion" in The Hangar | Fair | 07/17/13 | | \$1,000.00 |
| SA-235-13FT | Muddy's Studio | Ceramic Booth in Crafters Village | Fair | 07/11/13 - 08/12/13 | | \$0.00 |
| SA-236-13GA | Roy Englebrecht Promotions | Summerfest MMA in Action Sports Arena | Fair | 07/14/13 | | \$40,732.50 |
| SA-237-13GE | Josh Schreiber | "Springsteen!" in The Hangar | Fair | 08/08/13 | | \$3,900.00 |
| SA-238-13GE | Swedtones International Entertainment | "The Music of Abba (Arrival from Sweden)" | Fair | 07/31/13 | | \$12,275.00 |
| SA-239-13FT | Statewide Seating & Grandstands, Inc. | Bleacher Rentals | Fair | 07/08/13 - 08/12/13 | | \$2,500.00 |
| SA-240-13GE | SwingIt Trapeze, LLC | Grounds Entertainment | Fair | 07/12/13 - 08/11/13 | | \$20,400.00 |
| SA-241-13SP | G.E.L.T. on behalf of Cox Communications | Sponsorship | Fair | 07/12/13 - 08/11/13 | \$12,000.00 | |
| SA-242-13PS | Keeton Kreitzer Consulting | Environmental Impact Analysis of Memorial Gardens | Year Round | 07/12/13 - 09/30/13 | | \$2,000.00 |
| SA-243-13GE | Pacific Events Entertainment (Tim Coy) | Master of Ceremonies/Color Commentary | Fair | 07/17/13 - 07/28/13 | | \$3,437.50 |
| SA-244-13FT | Jaime Martin del Campo and Ramiro Arvizu | Cooking Demo in The Hangar | Fair | 07/20/13 | | \$0.00 |
| SA-245-13FT | Sergio C. Munoz | Master of Ceremonies | Fair | 07/20/13 | | \$200.00 |
| SA-246-13SP | Marketing Werks Inc. obo Hostess Twinkies | Sponsorship | Fair | 07/26/13 | \$2,500.00 | |
| SA-247-13LS | Void | | | | | |

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
AUGUST 2013**

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | RECEIPT AMOUNT | NOT TO EXCEED EXPENSE AMOUNT |
|-------------|--|---|-------------|-----------------------|------------------------|------------------------------|
| SA-248-13LS | Jenny Britton | Horse Exhibit at Livestock | Fair | 08/07/13 - 08/12/13 | | \$3,250.00 |
| SA-249-13SP | Regal Entertainment Group | Sponsorship - Mobile Marketing Tour | Fair | 08/09/13 | \$2,500.00 | |
| SA-250-13SP | Palace Entertainment Holdings, LLC | Sponsorship | Fair | 07/27/2013 - 08/11/13 | \$13,000.00 (Trade) | |
| SA-251-13SP | El Clasificado Hispanic Media | Sponsorship | Fair | 07/27/2013 - 08/11/13 | \$11,355.00 (Trade) | |
| SA-252-13GA | NLA Sports | Ultimate Dodgeball at Action Sports Arena | Fair | 08/03/13 | | \$2,000.00 |
| SA-253-13LS | OC Fair Equestrian Center | Horse Exhibit in Livestock | Fair | 07/30/13 - 08/04/13 | | \$0.00 |
| SA-254-13LS | Cal Poly Pomona Foundation, Inc. | Animal Exhibit in Livestock | Fair | 08/06/13 - 08/12/13 | | \$3,000.00 |
| SA-255-13LS | Therry Vargas (Urban Chickens) | Chicken Exhibit in Livestock | Fair | 07/30/13 - 08/12/13 | | \$1,000.00 |
| SA-256-13GE | Pacific Events Entertainment (Tim Coy) | Master of Ceremonies/Color Commentary | Fair | 08/11/13 | | \$300.00 |

Amendments

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | CHANGE IN RECEIPT AMOUNT | CHANGE IN NOT TO EXCEED EXPENSE |
|-------------------------|---|---|-------------|---------------------|--------------------------|---------------------------------|
| SA-48-13GE Amend #1 | Crown 5, LLC | One Less Performance - Kelly Rae Band at Baja Blues. Total contract value reduced to \$3,400.00. | Fair | 07/17/13 - 07/21/13 | | - \$850.00 |
| SA-120-13GE Amend #1 | Taiko Project | Taiko Drum Performances on Grounds - To correct contracted value, increased to \$22,800.00. | Fair | 07/12/13 - 08/11/13 | | \$300.00 |
| SA-182-10SP Amend #1 | Bottling Group, LLC (Pepsi) | Sponsorship - Addition of Orange Crush/TEXT2WIN Promotion | Fair | 07/01/10 - 06/13/15 | \$52,376.50 (Trade) | |
| SA-180-13SP Amend #1 | Orange County Register | Sponsorship - Additional Cash Sponsorship and Booth Space. Total contract value now \$71,948.00 (trade) and \$65,515.00 (cash) | Fair | 07/08/13 - 08/12/13 | \$35,000.00 | |
| SA-219-13SP Amend #1 | Dolphin Winder California, LLC dba Winder Farms | Sponsorship - Additional Mobile Marketing Tour Site Fee. Total contract increased to \$7,500.00. | Fair | 07/13/13 - 07/14/13 | \$2,500.00 | |
| SA-219-13SP Amend #2 | Dolphin Winder California, LLC dba Winder Farms | Sponsorship - Additional Mobile Marketing Dates. Total contract increased to \$34,125.00. | Fair | 07/13/11 - 08/11/13 | \$26,625.00 | |
| SA-54-13SP Amend #1 | Miller Consulting, Inc. (Toyota) | Sponsorship - Additional display square footage. Reimbursement for reproduction and installation of sponsor signage. Total contract | Fair | 03/18/13 - 08/11/13 | \$10,000.00 | |
| SA-111-13LS Amend #1 | Orange Agriculture Boosters | Additional Animal Exhibit - Provide Horse Exhibit in Livestock. Total contract increased to \$4,500.00. | Fair | 08/01/13 - 08/11/13 | | \$1,000.00 |
| SA-243-13GE Amend #1 | Pacific Events Entertainment | Additional Service - Master of Ceremonies for Chef Event. Total contract value increased to \$3,737.50. | Fair | 07/17/13 - 08/01/13 | | \$300.00 |

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
AUGUST 2013**

| CONTRACT # | CONTRACTOR | DESCRIPTION | EFFORT TYPE | TERM | RECEIPT AMOUNT | NOT TO EXCEED EXPENSE AMOUNT |
|-------------------------|---|---|-------------|---------------------|----------------|------------------------------|
| SA-146-13FT Amend #1 | EventCorp Services, Inc. | Provide Additional Data Collection Days. Total contract increased to \$21,700.00. | Fair | 07/24/13 - 08/20/13 | | \$4,800.00 |
| SA-253-13LS Amend #1 | Therapeutic Riding Center of Huntington Beach | Change Contractor Name from OC Fair Equestrian Center | Fair | 07/30/13 - 08/04/13 | | \$0.00 |
| SA-172-13GE | Danny Maika Hamamoto | Payment to Include Five (5) Performance Nights. Total contract increased to \$1,500.00. | Fair | 07/17/13 - 07/21/13 | | \$300.00 |

Interagency Agreements

| | | | | | | |
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|--|--|--|--|--|--|--|

AGREEMENT NUMBER

SA-62-13PA

REGISTRATION NUMBER

1272190

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

TMB PRODUCTIONS, LLC f/s/o STYX

2. The term of this Agreement is: **08/02/13** through **08/02/13** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement is: **\$76,500.00 Inclusive (\$75,000.00 Flat Plus \$1,500.00 Buyout for Backline)**
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 STYX on stage at the Pacific Amphitheatre, Friday, August 2nd 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:

☒
☐

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

Pages 9

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.)

TMB PRODUCTIONS, LLC f/s/o STYX

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Rod Essig, Creative Artists Agency

TALENT AGENCY I.D. #

40240

ADDRESS

**401 Commerce Street, Penthouse, Nashville, TN 37219
(615) 383-8787**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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 issued check upon satisfactory completion of work herein required on Sunday, August 4, 2013.

Note: Artist will not receive payment on August 2nd if a fully signed contract has not been received by the District.

AGREEMENT NUMBER

SA-89-13PA

REGISTRATION NUMBER

1278098

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

AEG LIVE LLC f/s/o AUSTIN MAHONE

2. The term of this Agreement is: **07/24/13** through **07/24/13** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement is: **\$75,000.00 Flat (plus backline turn tables not to exceed \$1,500.00)**
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 present “AUSTIN MAHONE” on stage at the Pacific Amphitheatre, Wednesday, July 24th 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:

☒
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9

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.)

AEG LIVE LLC f/s/o AUSTIN MAHONE

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

Jenny Heifetz

ADDRESS

**145 West 45th Street, 9th Floor, New York, NY 10036
(212) 930-5389**

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 issued 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.

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-226-13SP

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**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****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 & \$500 TRADE VALUE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **5,000.00 CASH SPONSORSHIP & \$500 TRADE VALUE**4. Payment Terms (**Note:** All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☒ OTHER **\$5,000.00 CASH SPONSORSHIP & \$500 TRADE 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.

☒ 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 provide trade value to District of FIVE HUNDRED DOLLARS (\$500).
4. To create artwork for two (2) Pacific Amphitheatre sound boards.
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.
 - a. To promote 2013 OC Fair during Industry Night, every Wednesday night, at 300 Anaheim from 6:00 p.m. – Midnight starting July 3 – August 7, 2013.
 - b. To place 2013 OC Fair static logo in promotional video.
 - c. To provide live DJ mentions when appropriate (script to be provided by the District).
 - d. To use OC Fair single day admission tickets, provided by the District, as prizes for guests.

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.)
3. To provide Sponsor static 2013 OC Fair logo to be displayed in promotion video every Wednesday evening during Industry Night.
4. To provide sponsor with a mutually agreeable amount of 2013 OC Fair Brochures for distribution to guests during Industry Nights.
5. To provide Sponsor with twenty-four (24) single day admission tickets for prize giveaways.

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-228-13SP

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**.**VONS/SAFEWAY INC./ EVENT PARTNERSHIP, LLC**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 Vons/Safeway Inc./Event Partnership, LLC ("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

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

CONTRACTOR'S NAME

VONS/SAFEWAY INC./ EVENT PARTNERSHIP, LLC

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Honebein, CEO

ADDRESS

**1776 Tribute Road, Suite 230, Sacramento, CA 95815
(916) 263-4041**

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. To provide up to fifty (50) 60" umbrellas.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff working 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.
7. 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.
8. That mobile tours and other exhibitors may be near the designated spaces.
9. 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.
10. 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.
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 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) A minimum of ten (10) 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) A minimum of twenty (20) 18" x 18" table top signs at Park Plaza (signs to be produced/installed by the District).
 - c) Placement of a minimum of twenty (20) 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).

DISTRICT AGREES (CONTINUED):

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.
 - 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)

CONTRACT NUMBER

SA-232-13GE

REGISTRATION NUMBER

1295402

AM. NO.

R A F

FEDERAL TAXPAYE

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**.**REBECCA GOODYEAR**2. The agreement term is from **07/12/13** through **07/28/13**3. The maximum amount payable is \$ **6,500.00** pursuant to the following charges:Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **6,500.00** (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.

CONTRACTOR AGREES:




- A. To provide clown entertainment July 12 – 28 (closed Mondays and Tuesdays) at the 2013 OC Fair.
 B. To provide balloon art during each performance while strolling.
 C. To perform on the grounds with times to be designated by District Management.
 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.


STATE AGREES:

- A. To pay the Contractor a total sum not to exceed SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) upon satisfactory completion of services 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 | | CONTRACTOR'S NAME | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION | | REBECCA GOODYEAR | |
| 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 | | Rebecca Goodyear | |
| ADDRESS | | ADDRESS | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | 5031 Sausalito Circle, La Palma, CA 90623 | |
| | | (714) 484-9705 | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER |
| Operating | 5780-70 | | |
| | | 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 | |

| | | |
|---------------------------------------|---------|--|
| CONTRACT NUMBER SA-233-13GE | 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
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**.

MUSIC ZIRCONIA, INC.

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

3. The **maximum** amount payable is \$ **3,750.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,750.00**

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 the entertainment group, "THE DISTRACTIONS," a tribute to Elvis Costello on July 25 at 8:30 p.m. for the 2013 OC Fair.
- B. To perform one (1) set of approximately 60 minutes on The Hangar Building Stage.
- C. To provide biographical and news release information as necessary.
- D. To make band members available for media promotional opportunities.
- E. To promote contracted event via Contractor email and if available via mobile database(s) and website.
- F. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.

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 Exhibit E 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 MUSIC ZIRCONIA, 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 Brent Meyer, Chief Executive Officer | | | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | ADDRESS 5595 Magnatron Blvd., Suite E, San Diego, CA 92111 (858) 598-7311 | | | |
| 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 |

CONTRACTOR AGREES (CONT.):

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

STATE AGREES:

- A. To provide 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 tickets to the performance upon request. These tickets also include admission to the 2013 OC Fair, but do not include parking.
- 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** THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) upon satisfactory completion of services herein required. This not-to-exceed amount includes a \$750 base fee, plus \$3.00 PER TICKET for each paid ticket after the first 250 full price tickets up to 1,000 full price tickets. A final performance audit will be provided to the Contractor to demonstrate all sales. Payment will be made NET 10 and delivered via US Mail.

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-234-13GE

REGISTRATION NUMBER

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

SUBMIT INVOICE IN TRIPLICATE TO:

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****MUSIC ZIRCONIA, INC.**2. The agreement term is from **07/17/13** through **07/17/13**3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **1,000.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED

A. To provide the entertainment group, "TOTAL DISTORTION," on July 17, at 8:30 p.m. for the 2013 OC Fair.

B. To perform one (1) 60-minute set on the Hangar Building Stage.

C. The Hangar at the OC Fair has market exclusivity for this performance; no performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 75 days before the performance date.

D. 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.

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 Exhibit E attached hereto as part of this agreement.**

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

STATE OF CALIFORNIA**CONTRACTOR**

AGENCY NAME

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

32ND DISTRICT AGRICULTURAL ASSOCIATION**MUSIC ZIRCONIA, 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

Brent Meyer, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

ADDRESS / PHONE

**5595 Magnatron Blvd., Suite E, San Diego, CA 92111
(858) 598-7311**

FUND TITLE

ITEM

Operating**5770-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

CONTRACTOR AGREES:

- E. The Hangar stage will be used by community performers during the day, in advance of Artist performance. The stage will be clear and the venue vacated a minimum of two (2) hours in advance of the performance for load in and sound check. Doors for the event will be approximately 60 minutes prior to schedule performance time.
- F. To provide biographical and news release information as necessary.
- G. To make band members available for media and promotional opportunities.
- H. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- I. 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.
- 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 six (6) 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.
- 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 ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of work herein. Payment will be NET 10 and delivered via US Mail.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-235-13FT

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. 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**.**MUDDY'S STUDIO**2. The agreement term is from **07/11/13** through **08/12/13**3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **- 0 -** (Attach list if applicable.)

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




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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

1. To set-up and tear down ceramic selling booth and demonstration stage area in Crafter's Village.
2. To staff ceramic sales booth for all hours of the OC Fair.
3. To sell ceramics for demonstrators as per their contract with Muddy's Studio.
4. To provide assistance and oversight in the demo area when needed.
5. To provide record of sales at the end of the OC Fair.
6. To assist Visual Arts staff in acquiring demonstrators for all hours of the OC Fair.
7. 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 | | CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION | | MUDDY'S STUDIO | |
| 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 | | Kevin Myers | |
| ADDRESS | | ADDRESS | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | 2610 S. Halladay Street, Santa Ana, CA 92705 (714) 641-4077 | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER |
| Operating | | | |
| | | 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:

1. To provide one (1) 20' x 20' canopy for ceramics selling booth for no charge.
2. To provide three (3) 10' x 10' canopies for demonstration area for no charge.
3. To provide comfort amenities for demonstrators such as water, refrigerator and rest area.
4. To provide display equipment and décor from last year's ceramic booth. Contractor may install décor and display equipment if desired.
5. To provide lighting and sound equipment.
6. To provide OC Fair badges and parking tags for Contractor's employees.
7. To assist with the solicitation of demonstrators with letters, mailings, badging requirements and scheduling.

AGREEMENT NUMBER

SA-236-13GA

REGISTRATION NUMBER

1295576

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

ROY ENGLEBRECHT PROMOTIONS

2. The term of this **07/14/13** through **07/14/13** **FED ID:** XXXXXXXXXX
Agreement is:

3. The maximum amount **\$ 40,732.50**
of this Agreement is:

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 produce a Mixed Martial Arts Event at the 2013 OC Fair. Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions 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 – Grandstand Arena Rider (Attached hereto as part of this agreement) Pages 13 – 16

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement) Pages 17 – 18

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

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

CONTRACTOR

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

ROY ENGLEBRECHT PROMOTIONS

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Roy Englebrecht, CEO

ADDRESS

**P.O. Box 10205, Newport Beach, CA 92658
(949) 760-3131**

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, CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To produce the “SummerFist” Mixed Martial Arts (MMA) event in the Grandstand Arena at the 2013 OC Fair. The event will begin at 6:00 p.m. and should last approximately 70 – 75 minutes.
2. The event will include a minimum of six (6) and a maximum of eight (8) three-round bouts with twelve to 16 Mixed Martial Arts fighters.
3. To provide two (2) ring doctors, judges, referees, timers and announcer.
4. To provide the event matchmaker and assistant matchmaker.
5. To provide **appropriately dressed** ring card personnel. “Appropriately dressed” being at the full discretion of District staff.
6. To transport, set-up, maintain and remove the MMA fight ring.
7. To provide \$2,000,000.00 general liability insurance and fighter insurance.
8. To obtain liability waivers from each event participant, promoter’s license and bond.
9. To provide fighter lodging, meals and transportation.
10. To provide all necessary equipment to facilitate the event including, but not limited to, ring, clocks, gloves, safety equipment, ring stools, towels, etc.
11. To secure California State license and bond.
12. To facilitate fighter’s weigh-in.
13. To pay California State Athletic Commission fee associated with the event.
14. To provide a minimum of three (3) support staff to assist District staff and to help facilitate the event on the day-of-show.
15. To send out two (2) email campaigns promoting the Contracted event to the full Englebrecht/Mixed Martial Arts database, which will include a direct link back to the purchase page of the ticket service provider utilized by State (Ticketmaster).
16. To actively promote, including announcements from the ring, the SummerFist event at every Englebrecht “Fight Night” event in The Hangar at the OC Fair event center prior to the contracted event.
17. To provide biographical and news release information.
18. To make fighters and event staff available to support media interviews and public relations opportunities.
19. To have all signage and promotional material approved by District representatives in advance of display or dissemination.
20. That all Contractor-generated publicity for the events includes specific District and Ticketmaster branding as outlined in their respective style guides.
21. That MMA fight ring, all vehicles and equipment will be removed from the Grandstand Arena within four (4) hours after the conclusion of the event.
22. The District will retain all monies received from venue sponsors secured by District representatives.
23. The District will not be responsible for any State Commission tax or State per ticket fee on paid or complimentary tickets.
24. To make every reasonable effort to ensure the safety and well being of all event participants and staff.
25. The OC Fair has full sponsorship rights for the Action Sports Arena. Any Contractor sponsors must be non-conflicting and must be approved by OC FEC Sponsorship team. In the event that Contractor sponsors are approved, Contractor sponsorship revenue will be split 50 – 50 with the OC Fair.

STATE AGREES:

1. To pay Contractor a **total sum not to exceed** FORTY THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND FIFTY CENTS (\$40,732.50) upon satisfactory completion of services herein according to the following scale:
 - a. First TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) in ticket sales go directly to Contractor.
 - b. A 50 – 50 split on all remaining ticket sales.
2. To provide the Grandstand Arena (approximately 140' x 255').
3. To provide the Grandstand Arena backstage/PIT area for participants and vehicles.
4. To provide two (2) 10' x 20' (approximate) trailers for production and fighter dressing rooms in the backstage/PIT area, each with 24 folding chairs.
5. To provide one (1) large bag of ice, two (2) cases of bottled water, twenty (20) chairs and two (2) small tables in each trailer.
6. To provide 40 day-of-show-only general admission passes for fighters, officials and staff.
7. To provide 20 complimentary parking passes for the Contractor's staff and athletes. Some parking will be on the Grandstand Arena site, while other parking may be off-site, but within the confines of OC Fair parking.
8. To provide Grandstand seating, tickets and ticket takers, front gate personnel and ushers, concessions, restrooms, event security and custodial services.
9. To provide electrical power, distribution of power, sound system, a wireless microphone, the means to play back recorded music, and lighting (if needed).
10. To provide event promotion and advertising as part of the 2013 OC Fair collateral material.
11. To provide an on-site ambulance and two (2) paramedics for each event date to be located at the event site for the entire duration of the event.
12. To provide eight (8) covered 8' tables, six (6) covered trestle tables, and forty (40) chairs around ring.
13. To provide advertising and marketing for the show in addition to that provided by Contractor at each "Fight Night" event.


EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL:

5770-70

PAYMENT PROVISIONS:

14. To pay Contractor a **total sum not to exceed** FORTY THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND FIFTY CENTS (\$40,732.50) upon satisfactory completion of services herein according to the following scale:
 - a. First TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) in ticket sales go directly to Contractor.
 - b. A 50 – 50 split on all remaining ticket sales.
15. Payment will be made Net 10 and delivered via US Mail.

| | | |
|---------------------------------------|---------|--|
| CONTRACT NUMBER SA-237-13GE | 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
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**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

JOSH SCHREIBER

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

3. The maximum amount payable is \$ **3,900.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,900.00**

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 the entertainment group, "SPRINGSTEEN! The Premiere Tribute to the Boss," on August 8th at 8:30 p.m. for the 2013 OC Fair.
- B. To perform one (1) set of approximately 90 minutes on The Hangar Building Stage.
- C. To provide biographical and news release information as necessary.
- D. To make band members available for media promotional opportunities.
- E. To promote contracted event via Contractor email and if available via mobile database(s) and website.
- F. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.

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 Exhibit E-Hangar House Rider 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 JOSH SCHREIBER | |
| 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 Josh Schreiber | |
| ADDRESS 88 Fair Drive, Costa Mesa, CA 92626 | | ADDRESS 37 Gillman, Irvine, CA 92612 (949) 466-5668 | |
| 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 | |

CONTRACTOR AGREES (CONT.):

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

STATE AGREES:

- A. To provide 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 tickets to the performance upon request. These tickets also include admission to the 2013 OC Fair, but do not include parking.
- 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 THREE THOUSAND NINE HUNDRED DOLLARS (\$3,900.00) upon satisfactory completion of services herein required. This not-to-exceed amount includes a \$1500 base fee, plus 18.75% of each paid ticket after the first 500 full price tickets. A final performance audit will be provided to the Contractor to demonstrate all sales. **Payment will be made NET 10 and delivered via US Mail.**

AGREEMENT NUMBER

SA-238-13GE

REGISTRATION NUMBER

1296304

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

SWEDTUNES INTERNATIONAL ENTERTAINMENT f/s/o THE MUSIC OF ABBA (ARRIVAL FROM SWEDEN)

2. The term of this Agreement is: **07/31/13** through **07/31/13** FED ID: **[REDACTED]**
3. The maximum amount of this Agreement is: **\$ 12,275.00 (\$8,775.00 Flat, Plus up to \$3,500.00 for Backline and Digital Sound Monitor)**
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 The Music of Abba (Arrival from Sweden) at 8:30 p.m. on the Hangar Stage 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 – 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

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

**SWEDTUNES INTERNATIONAL ENTERTAINMENT f/s/o THE MUSIC OF ABBA
(ARRIVAL FROM SWEDEN)**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Todd Bartleson, M.P.I.

ADDRESS

**1801 Avenue of the Stars, Suite 1420, Los Angeles, CA 90067
(310) 859-7300**

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, CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To perform one (1) 90-minute set, beginning at 8:30 p.m. on the Hangar Stage, Wednesday, July 31, at the 2013 OC Fair.
- B. To promote this event date on The Music of ABBA website and email database.
- C. That this is a reserved seat ticket event. An event ticket is required to enter; however, large venue doors will allow guests of the OC Fair to view some or the entire event at no additional charge.
- D. That full payment will be made following the performance on July 31, 2013.
- 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. Benefits: That the artist shall not be required to appear or attend any benefit without his or her express consent.
- B. Interpretation and Disputes: That the agreement shall be interpreted in accordance with the laws of California. All disputes shall be heard in a court of competent jurisdiction located in Orange County, California only.
- C. Rider: That Contractor's rider shall form a part of this contract. The District will attempt to accommodate said rider, but all component parts are subject to advance, and the venue rider supersedes the artist rider.
- D. Inclement Weather: That no purported modification or amendment of this Agreement shall be of any force or effect unless and until reduced to writing and signed by both the District and by an authorized representative of the Contractor.
- E. Collateral Use: Notwithstanding anything herein, inclement weather shall not be deemed to be a force majeure occurrence, and the District shall remain liable for payment of the full contract price even if the performance called for herein are prevented by such weather conditions. Contractor shall have the sole right to determine in good faith whether any such weather conditions shall render the performance impossible, hazardous or unsafe.
- F. Collateral Use: The District shall not make or permit others to make any radio or television broadcast, any motion picture, or any sound recordings of Contractor's performance hereunder, except with Contractor's written approval.
- G. Technical Equipment: The District will provide professional house sound and lighting equipment.
- H. Ticket Breakdown: The District will print the specific capacity, gross potential, and ticket price breakdown of the facility where the Artist is to perform under this agreement in the body of this contract.
 - Venue Capacity – 1,350
 - Ticket Price – N/A
 - Gross Potential – N/A
- I. Admission Policy: That if no admission is charged to any portion of the audience for the engagement herein, this condition must be so stated on the face of the contract.
- J. That M.P.I acts herein as Contractor's Agent and is not responsible for any act of commission or omission on either the part of the District or the Contractor.
- K. To waive venue merchandise split if Contractor sells.
- L. To provide a mutually agreed upon meal per advance for eight (8) approximately two (2) hours prior to the scheduled performance time.
- M. To provide twenty (20) complimentary event admission tickets to the Contractor upon request. These tickets include admission to the 2013 OC Fair and the performance event, but do not include parking.
- N. To provide complimentary event parking tickets to band and crew.
- O. Entire Agreement: That there are no other promises, understandings, agreements, representations, warranties or obligations by and between the parties.
- P. To pay Contractor a total sum not to exceed TWELVE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$12,275.00) upon satisfactory completion of work herein required on July 31, 2013. The sum of EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$8,775.00) flat is guaranteed, plus up to THREE THOUSAND FIVE HUNDRED (\$3,500.00) for backline and digital sound monitor. Any expense beyond this amount is the full responsibility of the Contractor.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed TWELVE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$12,275.00) upon satisfactory completion of work herein required on July 31, 2013. The sum of EIGHT THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$8,775.00) flat is guaranteed, plus up to THREE THOUSAND FIVE HUNDRED (\$3,500.00) for backline and digital sound monitor. Any expense beyond this amount is the full responsibility of the Contractor.

Note: Artist will not receive payment on July 31st 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

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-239-13FT

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

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 \$ **2,500.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,500.00**

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 rent portable bleachers to the District from July 8, 2013 to August 12, 2013, at a rate of two thousand five hundred dollars (\$2,500.00), which includes delivery, removal, labor, material, licensing fees, and any sales tax.

B. To provide three (3) 10' deep x 20' wide (five rows each) of seating at the Trapeze Performance Area.

C. To deliver and set-up on July 8, 2013. To pick-up August 12, 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) **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

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

CONTRACTOR'S NAME

STATEWIDE SEATING & GRANDSTANDS, INC.

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Amanda Daniels, Vice President

ADDRESS

**P.O. Box 99031, San Diego, CA 92169
(619) 239-4040**

FUND TITLE

ITEM

5220-70**Operating**

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



- D. Temporary bleachers to be ADA compliant and meet all Federal & California Health and Safety Code Regulations.
- E. Temporary bleachers to be constructed of wood decks, aluminum seats and steel rails with 4" picket across the back and around the sides.
- F. To submit monthly invoices that reference the District's Purchase Order (PO) Number 44045.
- G. 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 TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) based upon the rates as shown in the Contractor's quote dated July 3, 2013.
- B. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

AGREEMENT NUMBER

SA-240-13GE

REGISTRATION NUMBER

1296903

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

SWINGIT TRAPEZE, LLC.

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: **\$20,400.00**
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 entertainment at the 2013 OC Fair. See Page 2 for additional Scope of Work.** Page 1 – 2

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

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

Check mark one item below as Exhibit D:

☒
☐

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

Pages 8 – 11

Exhibit - D* Special Terms and Conditions

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

Pages 12 – 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

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

SWINGIT TRAPEZE, LLC.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Nick Selvy

ADDRESS

**1970 16th Street, Apt. N301, Newport Beach, CA 92663
(720) 436-5094**

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 A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide the trapeze performance group, SwingIt Trapeze, at the 2013 OC Fair.
2. That the performances are expected to be high quality, high energy, and professional trapeze performances according to the following schedule:
 - a. Wednesday through Sunday
 - b. 1:00 p.m., 2:30 p.m., 4:00 p.m., 6:00 p.m. and 7:30 p.m.
3. To successfully pass an on-site inspection by the State of California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH).
4. To provide the DOSH certificate issued from the above inspection to the District no later than July 11, 2013.
5. A certificate of Commercial General Liability coverage, as detailed by California Fair Services Authority, must be delivered to OCFEC Business Services prior to July 12, 2013.
6. To process all staff/volunteers through the completion of Megan's Law Screening and Certification.
7. To confine sales to the public, of the following items, ONLY to the 10' X 10' space designated as premium space:
 - a. Swings on the trapeze (\$10.00 each)
 - b. SwingIt Trapeze branded t-shirts
8. That personal and professional items are the responsibility of the Contractor and the entertainers. The District bears no responsibility for lost or stolen items.
9. That Contractor/Entertainers are not considered employees of the District and are solely responsible for State and/or federal taxes, any and all workers' compensation, liability insurance and any other insurance coverage required by the District.
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. That no performance or engagement shall be recorded, reproduced or transmitted by the District, from the place of performance in any manner or by any means whatsoever in the absence of a written agreement by the Contractor.
2. That the Contractor will not be held responsible for a delay in performance start time, so long as the delay of the program is due to some factor under the control of the District. No reduction of compensation will result from any such delay.
3. To provide Contractor with a trapeze area space.
4. That the agreement of the Contractor to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.
5. To pay the Contractor a total sum not to exceed TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400.00) upon satisfactory completion of services herein required. Payment will be made NET 10 and delivered by US Mail.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay the Contractor a total sum not to exceed TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$20,400.00) upon satisfactory completion of services herein required. Payment will be made NET 10 and delivered by US Mail.

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-241-13SP

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**.**G.E.L.T. on behalf of COX COMMUNICATIONS**2. The agreement term is from **07/12/13** through **08/11/13**3. The maximum amount payable is \$ **12,000.00 CASH SPONSORSHIP** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **12,000.00 CASH SPONSORSHIP**

4. Payment Terms (**Note:** All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☒ OTHER **\$12,000.00 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 G.E.L.T. on behalf of COX COMMUNICATIONS ("Sponsor") and the OC Fair & Event Center ("District") as of the 10th day of July 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**G.E.L.T. on behalf of COX COMMUNICATIONS**

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**Mark Dalhausser, Senior Manager, Client Experiences**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**48 Wall Street, New York, NY 10043
(615) 290-5951**

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. Agency agrees that space(s) shall be used for the following purpose only: Cox Flare Tour
2. To provide payment in the sum of TWELVE THOUSAND DOLLARS (\$12,000) as a mobile marketing tour site fee, due upon execution of this agreement. Payment in full must be received no later than 10:00 a.m. July 12, 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. 30'x30' Activation Space (see site map – subject to change based on the location at the OC Fair)
 - b. One (1) 16-Foot Glass Box Truck (self-contained with embedded generator; total dimensions of truck are approximately 24'L x 8'W x 11'H)
 - c. Two (2) 10'x10' canopies
 - d. Eight (8) Brand Ambassadors and (2) Team Managers
 - e. Signage as approved by District
 - f. Activities to include:
 - i. On-the-spot upgrades (current customers log on to their accounts via tablet and upgrade to the new Cox Flare technology using a special promo code provided; no cash transfer or exchange) and data capture (Name, Email, Phone, etc) with current subscribers to follow up regarding the services.
 - ii. Product demonstrations to highlight features of Cox Flare.
 - iii. Distribution of flyers/coupons to current Cox subscribers and interested consumers.
5. That no staff members shall promote Brand outside the designated space inside Blue Gate.
6. To have Exhibit 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 Sunday, July 14 and Saturday, August 10.
 - b. By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. on Friday, July 12 and Thursday, August 8.
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 a 30' x 30' space for Exhibit at Fair Square on Friday, July 12; Sunday, July 14; Thursday, August 8; and Saturday, August 10, 2013 for sampling and experiential activities (as approved by the District).
2. To allow the activities as outlined above to occur within the display space (all materials to be approved by the District).
3. To provide a mutually-agreed number of 2013 OC Fair Admission Credentials and 2013 OC Fair Parking Passes for working staff.

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-242-13PS

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****KEETON KREITZER CONSULTING**2. The agreement term is from **07/12/13** through **09/30/13**3. The maximum amount payable is \$ **2,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,000.00** (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.

CONTRACTOR AGREES:

1. To research and analyze the potential environmental impacts associated with the relocation of the Military Barracks Building (known as the Memorial Gardens building).
2. Research and analysis shall be in accordance with the California Environmental Quality Act (CEQA).
3. To prepare a Categorical Exemption Assessment.
4. To prepare and file, if determined necessary, the Notice of Exemption for the proposed project.
5. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

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 are attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

32ND DISTRICT AGRICULTURAL ASSOCIATION**KEETON KREITZER CONSULTING**

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**Keeton K. Kreitzer, Principal**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**P. O. Box 3905, Tustin, CA 92781
(714) 665-8509**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

Operating**5100-06**

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:

1. To provide the Contractor prior Certified EIR and all related technical studies.
2. To provide Historic Resource documentation.
3. To provide project site maps.
4. To provide further project description as needed by the Contractor.
5. To pay the Contractor a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 30 and delivered via the postal service.

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-243-13GE

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****PACIFIC EVENTS ENTERTAINMENT**2. The agreement term is from **07/17/13** through **07/28/13**3. The maximum amount payable is \$ **3,437.50** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,437.50** (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 serve as Master of Ceremonies/Color Commentator during select events at the 2013 OC Fair as indicated on Page 2.

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 | | CONTRACTOR'S NAME | | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION | | PACIFIC EVENTS ENTERTAINMENT | | | |
| 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 | | Tim Coy, Chief Executive Officer | | | |
| ADDRESS | | ADDRESS | | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | 2168 Parkside Drive #406, Corona, CA 92879 | | | |
| | | (714) 267-2343 | | | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | OBJECT CODE |
| Operating | 5100-70 | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | SIGNATURE OF ACCOUNTING OFFICER | | | DATE SIGNED |
| | |  | | | |

CONTRACTOR AGREES (CONT.):

| | |
|---------------------------|-----------------------------------|
| 07/17 – Extreme Rodeo | 3.5 Hours @ \$125/hour = \$437.50 |
| 07/18 – Bull Riding | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/20 – Bull Riding | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/21 – Fiesta del Charro | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/24 – Monster X Tour | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/25 – Monster X Tour | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/26 – Monster X Tour | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/27 – Monster X Tour | 3.0 Hours @ \$125/hour = \$375.00 |
| 07/28 – Monster X Tour | 3.0 Hours @ \$125/hour = \$375.00 |

STATE AGREES:

- A. To pay Contractor a total amount not to exceed THREE THOUSAND FOUR HUNDRED THIRTY SEVEN DOLLARS AND FIFTY CENTS (\$3,437.50) upon satisfactory completion of services herein required. **Payment will be Net 10 and delivered via the postal service.**

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-244-13FT

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****JAIME MARTIN DEL CAMPO AND RAMIRO ARVIZU**2. The agreement term is from **07/20/13** through **07/20/13**3. The maximum amount payable is \$ **-0-** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **-0-** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

1. To provide a cooking demonstration on stage at the Hangar Building on Saturday, July 20, from 4:00 – 5:00 p.m., for the 2013 OC Fair.
2. 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, obligation, and/or performances required in the terms of the contract.

STATE AGREES:

1. To provide roundtrip ground transportation to and from OC Fair.
2. To provide the necessary equipment and necessary ingredients for recipes.
3. To provide a chef to serve as assistant before and during appearance.
4. To provide marketing on OC Fair website and in print advertising.

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 Hangar House Rider attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

32ND DISTRICT AGRICULTURAL ASSOCIATION**JAIME MARTIN DEL CAMPO AND RAMIRO ARVIZU**

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, CEO**Jaime Martin del Campo and/or Ramiro Arvizu**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**4034 E. Gage Avenue, Bell, CA 90201
(323) 773-4030**

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

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-245-13FT

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****SERGIO C. MUNOZ**2. The agreement term is from **07/20/13** through **07/20/13**3. The maximum amount payable is \$ **200.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **200.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- To perform as Master of Ceremonies on stage at the Hangar Building on Saturday, July 20, from 4:00 – 5:00 p.m., for the 2013 OC Fair.
- The appearance is in support of the chef demonstration provided by Jaime Martin del Campo and Ramiro Arvizu at the same time and location as above.
- 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, obligation, and/or performances required in the terms of the contract.

STATE AGREES:

- To pay the contractor a total sum not to exceed TWO HUNDRED DOLLARS (\$200.00) based upon satisfactory completion of services herein required on Saturday, July 20, 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) **CCC-307, Hangar House Rider, 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 (If other than an individual, state whether a corporation, partnership, etc.)

32ND DISTRICT AGRICULTURAL ASSOCIATION**SERGIO C. MUNOZ**

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, CEO**Sergio C. Munoz**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**1147 West Memory Lane, Cottage 70, Santa Ana, CA 92706
(310) 710-5020**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

Operating**5100-15**

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

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-246-13SP

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**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32ND DISTRICT AGRICULTURAL ASSOCIATION****MARKETING WERKS, INC. ON BEHALF OF HOSTESS TWINKIES**2. The agreement term is from **07/26/13** through **07/26/13**3. The maximum amount payable is **\$2,500.00 SPACE FEE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$2,500.00 SPACE FEE**

4. Payment Terms (**Note: All payments are in arrears.**) ☐ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☒ OTHER **\$2,500.00 SPACE FEE**

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 Marketing Werks, Inc. on behalf of Hostess Twinkies ("Sponsor") and the OC Fair & Event Center ("District") as of the 20th day of July 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**MARKETING WERKS, INC. ON BEHALF OF HOSTESS TWINKIES**

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**Sarah Pratt**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**130 E. Randolph Street, Suite 2400, Chicago, IL 60601
(312) 228-0800**

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: Twinkies Food Truck Tour.
2. To provide payment in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) as a mobile marketing tour site fee, due upon execution of this agreement. Payment in full must be received no later than July 20, 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 space measured 25' x 20' will include the following elements:
 - a. 22' Step Van (Food Truck).
 - b. Distribution of 1.35 oz. samples of Twinkies (all pre-packaged, shelf-stable goods).
 - c. Distribution of branded premiums (t-shirts and buttons).
 - d. Twinkie the Kid mascot allowed onsite during specified times. Mascot will not be permitted to appear between 2:30-3:00pm, or while the OC Fair mascots are appearing in Fair Square.
 - e. Photo opportunities for guests with Hostess overlay.
5. That no staff members shall promote Brand outside the designated space inside Blue Gate.
6. To have Exhibit fully staffed by uniformed representatives by 11:30 a.m. and open to the public from 12:00 p.m. to at least 12:00 a.m. on Friday.
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 a 25' x 20' space for Exhibit inside of Blue Gate on July 26, 2013 for sampling and experiential activities (as approved by the District).
2. To allow branded premiums (t-shirts and buttons) to be distributed to the public (branded premiums to be approved by the District).
3. To allow Twinkie the Kid mascot onsite during specified times; Mascot will not be permitted to appear between 2:30-3:00pm or while the OC Fair mascots are appearing in Fair Square.
4. To provide a mutually agreed number of twelve (12) 2013 OC Fair Admission Credentials and five (5) 2013 OC Fair Parking Passes for working staff.

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-248-13LS

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****JENNY BRITTON**2. The agreement term is from **08/07/13** through **08/12/13**3. The maximum amount payable is \$ **3,250.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,250.00** (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:**

1. To provide a full-scale, educational horse exhibit for display in the Livestock area from August 7-11 at the 2013 OC Fair.
2. To provide two (2) workers to set-up, maintain, and staff exhibit during all public hours of the OC Fair.
3. To provide interaction with the public during normal OC Fair operating hours.
4. To provide tack display backgrounds.
5. To provide cowboy literature, including coloring pages for kids.
6. To provide cowboy clothing display.
7. To provide items for interactive games such as roping, brand making, and leather working.

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**JENNY BRITTON**

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**Jenny Britton, Owner**

ADDRESS

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**1024 E. Buena Vista, Visalia, CA 93292
(559) 977-1497**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

Operating**5100-62**

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

CONTRACTOR AGREES (CONT.):

8. To provide three (3) horses for the exhibit.
9. To provide all horse feed.
10. To provide care for horses, including feeding, grooming and exercise.
11. To clean and maintain exhibit and pens.
12. To provide verbiage for signage that has been approved by the District.
13. To remove exhibit on August 12, 2013.

STATE AGREES:

1. To provide space for horse exhibit in free-span tent structure in Livestock Area.
2. To provide temporary horse pens.
3. To provide four (4) tables, tablecloths, chairs.
4. To make copies of cowboy literature for dissemination.
5. To provide informative exhibit signage.
6. To provide décor installed by District staff and assistance with set-up of exhibit.
7. To provide shavings and straw, as warranted.
8. To provide access to power and water for the exhibit.
9. To provide all necessary admission credentials and parking passes.
10. To provide Special Event Liability Insurance (S.E.L.I.) for the Contractor at the District's expense.
11. To provide hotel accommodations at the District's expense:
 - a. One room with two queen beds plus one (1) roll-away for a group of three to four (3-4) people.
 - b. Check-in afternoon of Monday, August 5, 2013.
 - c. Check-out morning of Monday, August 12, 2013.
12. To pay the Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via US mail.

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-249-13SP

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**.**REGAL ENTERTAINMENT GROUP**2. The agreement term is from **08/09/13** through **08/09/13**3. The maximum amount payable is **\$2,500.00 SPACE FEE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$2,500.00 SPACE FEE**4. Payment Terms (**Note: All payments are in arrears.**) ☐ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☒ OTHER **\$2,500.00 SPACE FEE**

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 Regal Entertainment Group ("Sponsor") and the OC Fair & Event Center ("District") as of the 24th day of July 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

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

CONTRACTOR'S NAME

REGAL ENTERTAINMENT GROUP

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Shaun Mullen, District Manager

ADDRESS

**7132 Regal Lane, Knoxville, TN 37918
(949) 640-4600 ext. 224**

FUND TITLE

ITEM

Operating**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. Agency agrees that space(s) shall be used for the following purpose only: Regal Entertainment Group promotion and prize giveaway
2. To provide payment in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) as a mobile marketing site fee, due upon execution of this agreement. Payment in full must be received no later than August 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 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 no staff members shall promote Brand outside the designated space in Fair Square.
6. Any staff working during the one (1) day term will be provided single-day working credentials. The required paperwork, Megan's Law Screening(s), must be submitted to CPMG prior to the activation start date.
7. To provide the following elements for onsite activation:
 - a. One (1) 10' x 10' branded tent at Fair Square
 - b. Promotional material given away by prize wheel which will include:
 - i. Hats, T-shirts, key chains, bags, water bottles, headband toys, mini posters, full size posters, Regal Club Cards
8. To have footprint fully staffed by uniformed representatives by 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:30 p.m.
9. That mobile tours and other exhibitors may be near its footprint.
10. 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.
11. 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.
12. To provide Certificates of Insurance, fire safety training information, certifications, and comply with all such reasonable requests as made by the District prior to, during or following the 2013 OC Fair.

DISTRICT AGREES:

1. To provide 10' x10' space at Fair Square.
2. To provide one (1) 8' ft. table and two (2) folding chairs.
3. To provide ten (10) Working Credentials for working staff.
4. To provide ten (10) Parking Passes for working staff.

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-250-13SP

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**.**PALACE ENTERTAINMENT HOLDINGS, LLC**2. The agreement term is from **07/27/13** through **08/11/13**3. The maximum amount payable is **\$13,000.00 TRADE** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$13,000.00 TRADE**

4. Payment Terms (**Note: All payments are in arrears.**) ☐ ONE TIME PAYMENT (*Lump sum*) ☐ MONTHLY ☐ QUARTERLY
☐ ITEMIZED INVOICE ☒ OTHER **\$13,000.00 TRADE**

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 Palace Entertainment Holdings, LLC ("Sponsor") and the OC Fair & Event Center ("District") as of the 26th day of July 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

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CONTRACTOR'S NAME

PALACE ENTERTAINMENT HOLDINGS, LLC

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Melissa Luna, Regional Marketing Manager

ADDRESS

**17871 Castleton Street, City of Industry, CA 91748
(626) 913-9663**

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. To be a sponsor of the 2013 OC Fair, specifically the Fun Zone stage.
2. To provide trade value to District of THIRTEEN THOUSAND DOLLARS (\$13,000.00).
3. To provide display space for materials (OC Fair brochures, coupons) provided by District at Boomers Irvine and Boomers Fountain Valley during mutually agreed dates or while supplies last.
4. To gain pre-approval from the OC Fair & Event Center for use of OC Fair marks and logos.
5. To provide programming for the Fun Zone stage at approved dates/times. All Activation elements, materials and concepts require the approval by the District prior to implementation. Prizes such as coupons, passes, etc. will be distributed by Sponsor to guests. Activations to include:
 - a. Balloon Stuff Game (no pins to be used)
 - b. Twister
 - c. Boomers Mascot appearance/bean bag toss
6. That no staff members shall promote Sponsor outside the designated space and times.
7. To have Activations fully staffed by uniformed representatives as requested by District.
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 allow Sponsor to execute approved Activations on the Fun Zone stage as programming for OC Fair guests at the following dates and times:
 - a. Saturday, July 27, 2013 (5pm show)
 - b. Thursday, August 1, 2013 (12:00 p.m. and 1:00 p.m. shows)
 - c. Sunday, August 4, 2013 (3:00 p.m. and 5:00 p.m. shows)
 - d. Thursday, August 8, 2013 (12:00 p.m. and 1:00 p.m. shows)
 - e. Friday, August 9, 2013 (5:00 p.m. show)
 - f. Saturday, August 10 (11:00 a.m., 12:00 p.m. and 1:00 p.m. shows)
2. To provide a mutually-agreed number of 2013 OC Fair Admission Credentials and 2013 OC Fair Parking Passes for working staff.
3. To provide collateral materials (brochures, coupons) for the 2013 OC Fair for Sponsor to display.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

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


~~Handwritten mark~~

SPONSOR AGREES:

1. To be a sponsor of the 2013 OC Fair, on July 27, 2013 – August 11, 2013 at the OC Fair and Event Center
2. To be a sponsor of the 2013 OC Fair Fun Zone area.
3. To provide trade value to District of ELEVEN THOUSAND THREE HUNDRED AND FIFTY FIVE DOLLARS (\$11,355.00).
4. To gain pre-approval from the OC Fair & Event Center for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require approval of the district prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To provide District with print advertising in Sponsor publications as listed below to promote the 2013 OC Fair. All advertising content to be approved by the District as applicable:
 - a. 1/8 Page in El Clasificado in 24 zones, highlighting particular events for 3 weeks during fair (excludes Orange County zones).
 - b. 1/4 Page in El Clasificado in Orange County zones Highlighting particular events for 3 weeks during the Fair (Zones 11,17,18,19, 21,30).
 - c. 1/2 Page Promo Sopa de Letras "Dia en La Feria" ("A Day at the Fair" word search), 10 Zones in Orange County and LA.
 - d. Advertorial about history of fair (educational component; must be approved by Sponsor prior to publication). Issue 11; 7/10/2013; 36 Zones.
7. To provide internet advertising assets to District (150,000 impressions, to be delivered 3 weeks) as follows:
 - a. 300x250 Rotating Banner on the ElClasificado.com Homepage with link to website ticket sales (targets OC, Riverside, San Diego, San Bernardino). Slot B.
 - b. 160x120 Banner on the El Clasificado.com Los Angeles website with link to OC Fair website ticket sales.
 - c. 160x120 Rotating Banner on El Clasificado.com with link to OC Fair website ticket sales (3 Sub-categories).
 - d. 300x250 Rotating Banner in AlBorde.
 - e. OC Fair content in the AlBorde Newsletter (4,500 subscribers).
 - f. Mentions on El Clasificado's Facebook and Twitter pages for all OC Fair large Events and Concert series.

DISTRICT AGREES:

1. To allow Sponsor to display two (2) signs or banners at Fun Zone Area (Signage to be provided by Sponsor and approved in advance by District; installation date upon contract execution).
2. To allow Sponsor to display two (2) newspaper racks with Sponsor publications in Fun Zone Area (to be provided by Sponsor with content and locations approved by District; installation date upon contract execution).
3. To feature Sponsor logo and link on the 2013 OC Fair website home page.
4. To provide six (6) Fair General Admission Tickets for Sponsor staff. Any media must check-in through the OC Fair Communications department.
5. To provide invitations to the 2013 Sponsor Appreciation Dinner at Memorial Gardens on Friday, August 2, 2013 and/or Saturday, August 3, 2013 (quantity at the discretion of District).
6. To provide one hundred (100) Fair General Admission Tickets for promotional purposes.

| | | |
|---------------------------------------|---------|--|
| CONTRACT NUMBER SA-252-13GA | 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 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**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

NLA SPORTS

2. The agreement term is from **08/03/13** through **08/03/13**

3. The maximum amount payable is \$ **2,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,000.00**

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

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

☒ ADDITIONAL PAGES ATTACHED

CONTRACTOR AGREES:

To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Ultimate Dodgeball event Saturday, August 3, at the 2013 OC Fair. The following items are inclusive of this contract:




- A. Participant parking to be located in the Grandstand Arena Pit Area and Davis School lot.
- B. To provide copy of all advertising and promotional material related to Ultimate Dodgeball. All advertising and promotional material must adhere to the District's style guide.
- C. To provide an event announcer. The event announcer will be required to promote other OC Fair events, as provided by the District, and at an interval approved by the District's Entertainment Director.

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 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 | | NLA SPORTS | | | |
| 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 | | Sa Dao | | | |
| ADDRESS | | ADDRESS | | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | 7071 Warner Avenue #F-458, Huntington Beach, CA 92647 (714) 713-3569 | | | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | OBJECT CODE |
| Operating | 5770-70 | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | SIGNATURE OF ACCOUNTING OFFICER | | DATE SIGNED | |
| | |  | | | |

CONTRACTOR AGREES (CONT.):

- D. Event announcer will announce post-party in Baja Blues every fifteen (15) minutes throughout the event.
- E. To provide all scorers necessary to run the event.
- F. No practice, competition and/or event demonstration to begin without an EMT on duty.
- G. No alcoholic beverages or drugs to be consumed in the competition area or by anyone involved in the production of the competition and/or demonstration prior to the scheduled event and during the event. Contractor accepts the responsibility for monitoring this restriction.
- H. Competition area restricted to participants, staff, emergency personnel and officials until the event is concluded.
- I. To adhere to all State of California building, safety and fire codes and laws.
- J. Contractor fully understands that the specific decibel levels and distances shall be ninety-five (95) dba measured at one hundred feet (100') from the source which may be modified by District Management, in good faith, at a later date if deemed necessary.
- K. Sound system will be set at a decibel level specified by District Management. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
- L. Contractor may sell at no commission, T-shirts, buttons and other souvenirs that relate to the Ultimate Dodgeball event produced by Contractor, within confines of Grandstand Arena during the Ultimate Dodgeball event.
- M. District retains all concession rights for the sale of food, beverage and alcohol in and about the Grandstand Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.
- N. Major exits shall not be obstructed or secured in the closed position.
- O. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor will be billed.
- P. Contractor accepts the grounds as they exist. Should Contractor view an area and feel it is unsafe, Contractor should report the area immediately to the District.
- Q. All injuries must be reported immediately to the District's emergency services personnel, giving the name of the individual, type of injury, location of injury and description of how injury occurred.
- R. All decorating material must be removed by the Contractor at the conclusion of the event.
- S. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to District facilities and equipment is prohibited. Masking tape and duct tape is permitted.
- T. The District has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the District's Entertainment Director. Sponsors not approved in advance will not be permitted and/or be allowed to post signage for the event.
- U. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by the District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.
- V. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.
- W. To provide all equipment, including timing system, necessary to facilitate the event.
- X. Any and all requirements in the set-up, staging or conduct of said events will be provided at Contractor's expense.
- Y. Contractor is fully responsible for the registration of participants. Registration fee is thirty dollars (\$30.00) per player. Registration fee will be split evenly between Contractor and the District. Contractor will provide a check to the District for fifty percent (50%) of all registration fees on August 3, 2013.
- Z. The Contractor is fully responsible for the behavior and actions of all participants; participant's guests given access to the competition area, and all employees or representatives of the Contractor and sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be ingested while any of the aforementioned are on District grounds. The Contractor is expected to act in a professional manner at all times while on District grounds.
- AA. The Contractor is responsible for the oversight of all participants, guest and employee activity in the competition area, including but not limited to behavior, parking and registration.
- BB. All participants and competition personnel are required to sign a release and waiver of liability.
- CC. 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 Grandstand Arena.
- B. To provide equipment, production elements and staffing to facilitate the Ultimate Dodgeball Championships.
- C. Contractor will require time in advance of the event to load in equipment and for participant practice. A mutually agreed upon time(s) will be determined.
- D. To provide event security, parking staff, ushers, ticket sellers, ticket takers and event maintenance staff.
- E. To provide EMT personnel for the duration of the event and during practices. Contractor must provide schedule.
- F. To provide adequate parking for participants and staff. Parking will be as close to the event area as possible.
- G. To provide, install and break-down an enclosed competition area, bleachers, chairs, footbridges, canopies and sound system on August 3.
- H. To allow Contractor to charge entrance fees to participants for participation in the event.
- I. Participation fee is thirty dollars (\$30.00) per player.
- J. Participation fee is to be split evenly between Contractor and the District.
- K. The cost per T-shirt is approximately seven dollars and fifty cents (\$7.50).
- L. To pay Contractor for participant T-shirts a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00). Payment will be Net 10 and delivered via US mail.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-253-13LS

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. 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**.**OC FAIR EQUESTRIAN CENTER**2. The agreement term is from **07/30/13** through **08/04/13**3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **- 0 -** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To provide an educational exhibit highlighting a variety of horse-related activities from July 31 - August 4 in the Livestock area at the 2013 OC Fair.
- B. To set-up exhibit on Tuesday, July 30, at a time to be arranged with Livestock Supervisor, and remove exhibit no earlier than Sunday, August 4, at 10:00 p.m.
- C. Activities feature, but are not limited to, an assortment of horses on display, horse veterinarian, Ferrier, groups and clubs focused on horses, and an activity/photo station.
- D. To provide staffing, signage, tools, and equipment necessary to maintain exhibit, including the daily cleaning, feeding, providing of fresh water and monitoring of animals.
- E. To process volunteers through Megan's Law Screening & Certification.

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

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

CONTRACTOR'S NAME

OC FAIR EQUESTRIAN CENTER

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Melissa Eben and/or Lisa Sabo

ADDRESS

**905 Arlington Drive, Costa Mesa, CA 92626
(714) 708-1652**

FUND TITLE

ITEM

Operating

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.):

- 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 space for exhibit in the Livestock area under swine tent.
- B. To provide livestock pens and trash receptacles as warranted.
- C. To provide bedding such as straw or shavings for animals on display.
- D. To provide necessary admission credentials and parking passes to the Contractor.

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER

SA-254-13LS

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. 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**.**CAL POLY POMONA FOUNDATION, INC.**2. The agreement term is from **08/06/13** through **08/12/13**3. The maximum amount payable is \$ **3,000.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,000.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To provide an exhibit showcasing a variety of livestock animals from August 6 – August 12 in the Livestock area for the 2013 OC Fair.
- B. The exhibit will include, but not be limited to, pigs, sheep, goats, mini horse, and mini heifer, among others.
- C. To set-up exhibit on Tuesday, August 6, at a time to be arranged with Livestock Supervisor, and remove exhibit on Monday, August 12.
- D. To provide staffing, signage, tools, equipment, feed and supplies necessary to maintain exhibit.
- E. To process volunteers through Megan's Law Screening & Certification.
- 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

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

CONTRACTOR'S NAME

CAL POLY POMONA FOUNDATION, INC.

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Miller

ADDRESS

**3801 W. Temple Avenue, Bldg. 55, Pomona, CA 91768
Office: (909) 869-2950 Cell: (949) 230-0105**

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

STATE AGREES:

- A. To provide space for exhibit in the Livestock area.
- B. To provide bedding such as straw or shavings for animals on display.
- C. To provide necessary admission credentials and parking passes to the Contractor.
- D. To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required. Payment will be Net 10 and delivered via US mail.

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-255-13LS

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. 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**.**THERRY VARGAS (URBAN CHICKENS)**2. The agreement term is from **07/30/13** through **08/12/13**3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **1,000.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To provide an exhibit highlighting chickens from July 30 - August 11 in the Livestock area at the 2013 OC Fair.
- B. To set-up exhibit on Tuesday, July 30, at a time to be arranged with Livestock Supervisor, and remove exhibit no earlier than Sunday, August 11, at 10:00 p.m.
- C. To provide staffing, signage, feed, supplies, and equipment necessary to maintain exhibit.
- D. To process volunteers through Megan's Law Screening & Certification.
- 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.

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

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

CONTRACTOR'S NAME

THERRY VARGAS (URBAN CHICKENS)

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Therry Vargas

ADDRESS

**P.O. Box 26112, Santa Ana, CA 92799
(714) 580-2827**

FUND TITLE

Operating

ITEM

5100-62

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED

STATE AGREES:

- A. To provide space for exhibit in the Livestock area.
- B. To provide necessary admission credentials and parking passes to the Contractor.
- C. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) based upon the satisfactory completion of services herein required. Payment will be Net 10 and delivered via US mail.

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-256-13GE

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****PACIFIC EVENTS ENTERTAINMENT**2. The agreement term is from **08/11/13** through **08/11/13**3. The maximum amount payable is \$ **300.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **300.00** (Attach list if applicable.)

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




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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To serve as Master of Ceremonies/Color Commentator during the Toyota Car Giveaway on August 11 for the 2013 OC Fair.
 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 | | CONTRACTOR'S NAME | | | |
| 32ND DISTRICT AGRICULTURAL ASSOCIATION | | PACIFIC EVENTS ENTERTAINMENT | | | |
| 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 | | Tim Coy, Chief Executive Officer | | | |
| ADDRESS | | ADDRESS | | | |
| 88 Fair Drive, Costa Mesa, CA 92626 | | 13041 Via Salvia, Riverside, CA 92503 | | | |
| | | (714) 267-2343 | | | |
| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | OBJECT CODE |
| Operating | 5100-70 | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | SIGNATURE OF ACCOUNTING OFFICER | | | DATE SIGNED |
| | |  | | | |

STATE AGREES:

- A. To pay Contractor a total amount not to exceed THREE HUNDRED DOLLARS (\$300.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-48-13GE

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

CROWN FIVE, LLC

2. The term of this

Agreement is

07/17/13

through

07/21/13FED ID: 

3. The maximum amount of this **Less \$850.00 Amendment**
Agreement after this amendment is: **\$3,400.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #48-13GE, dated March 14, 2013, between the District and CROWN FIVE, LLC is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to remove one "The Kelly Rae Band" performance on July 20 at the 2013 OC Fair, as per the revised following schedule:
 - A. The Kelly Rae Band to perform July 17 - July 19, and July 21 on the Baja Blues stage.
 - B. To perform three sets of 45 minutes on and 15 minutes off. Start times are 8:00 p.m. on 7/17, 7/18 and 7/21, and 8:30 p.m. on 7/19.
2. To amend the original contract from \$4,250.00 to \$3,400.00.
3. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed THREE THOUSAND FOUR HUNDRED DOLLARS (\$3,400.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

All other terms and conditions shall remain the same.

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.)

CROWN FIVE, LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kelly Rae Roemer, Principal

ADDRESS

**1639 Calle Las Bolas, #A, San Clemente, CA 92672
(949) 632-5605**

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:

Account #: 5780-70

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-120-13GE | #1 |
| REGISTRATION NUMBER | |
| 1281112 | |

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
TAIKO PROJECT
- The term of this Agreement is **07/12/13** through **08/11/13** **FED ID:** [REDACTED]
- The maximum amount of this Agreement after this amendment is: **\$300.00 Amendment**
\$22,800.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #120-13GE, dated June 21, 2013, between the District and TAIKO PROJECT is hereby amended as follows:

CONTRACTOR AGREES:

- 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 TWENTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$22,800.00) upon satisfactory completion of work herein required.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

| | | |
|---|---------------------------|---|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) | | |
| TAIKO PROJECT | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Bryan Yamami, Executive Director | | |
| ADDRESS | | |
| 505 East 3rd Street, Los Angeles, CA 90013 | | |
| (213) 268-4011 | | |
| STATE OF CALIFORNIA | | <input type="checkbox"/> Exempt per: |
| 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 | | |

Account #: 5780-70

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-182-10SP | #1 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
BOTTLING GROUP, LLC
2. The term of this Agreement is **07/01/10** through **06/30/15** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$52,376.50 TRADE Amendment**
105,000.00 CASH over the term; \$250,000.00 MEDIA TRADE over the term (no cash value); \$52,376.50 TRADE for 2013 OC Fair
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- Standard Agreement #SA-182-10SP, dated June 17, 2010, between the District and Bottling Group, LLC is hereby amended as follows:**
- SPONSOR AGREES:**
- To amend the original agreement to include a trade value of FIFTY TWO THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$52,376.50) for the Orange Crush Panel promotion and Orange Crush TXT2WIN promotion at the 2013 OC Fair.
 - This promotional trade shall run from June 1, 2013 through August 11, 2013.
 - 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.
 - To execute the Orange Crush Can Panel \$2 off 2013 OC Fair admission promotion throughout Orange County market and execute Orange Crush TXT2WIN promotion. Creative to be supplied by Sponsor for District's approval.
 - To coordinate Orange Crush TXT2WIN promotion at distribution outlets throughout Southern California including:
 - One hundred (100) United Oil locations
 - Fifty (50) Shell locations
 - Forty (40) Superior locations
 - Twenty-six (26) Ralphs District 6 locations
 - Twenty-eight (28) Ralphs District 7 locations
 - Twenty-seven (27) El Super locations
 - Approximately Fifty (50) privately owned Latino Grocery OC locations

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.) | | |
| BOTTLING GROUP, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Roger Perezchica, Key Account Manager | | <input type="checkbox"/> Exempt per: |
| ADDRESS | | |
| 27717 Aliso Creek Road, Aliso Viejo, CA 92656 | | |
| (949) 643-5764 | | |
| 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 | | |

SPONSOR AGREES (CONTINUED):

1. To provide the following as grand prizes for TXT2WIN promotion:
 - a. One (1) iPod Touch 16GB (white)
 - b. Three (3) Crush Skull Candy Up Rock headphones
 - c. One (1) "Monster Dr. Dre Beats" headphones
 - d. One (1) Crush popcorn machine
 - e. One (1) Crush electric guitar
2. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with District.
3. To provide three (3) branded 10'x10' tents to be used by the District at collection stations outside of each entrance/exit of the 2013 OC Fair.

STATE AGREES:

1. To provide two hundred and forty (240) 2013 OC Fair Admission Tickets for Orange Crush TXT2WIN winners.
2. To provide two thousand two hundred and eighty-five (2,285) 2013 OC Fair Admission Tickets for key account hospitality.
 - a. One hundred and eighty (180) 2013 OC Fair Admission Tickets for United Oil.
 - b. One hundred and eighty (180) 2013 OC Fair Admission Tickets for Shell.
 - c. Two hundred and sixty (260) 2013 OC Fair Admission Tickets for Ralphs District #6.
 - d. One thousand (1,000) 2013 OC Fair Admission Tickets for Superior.
 - e. Two hundred and sixty (260) 2013 OC Fair Admission Tickets for Ralphs District #7.
 - f. Four hundred and five (405) 2013 OC Fair Admission Tickets for El Super.
3. To provide four hundred (400) 2013 OC Fair Admissions Tickets for Orange Crush/Pepsi staff.
4. To provide four (4) 2013 OC Fair Admission tickets for each additional location which will host in-store display for TXT2WIN promotion.
5. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with Sponsor.
6. Except as herein amended, all other terms and conditions remain as previously agreed upon.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

| | |
|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-182-10SP | #1 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
BOTTLING GROUP, LLC
2. The term of this Agreement is **07/01/10** through **06/30/15** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$52,376.50 TRADE Amendment**
105,000.00 CASH over the term; \$250,000.00 MEDIA TRADE over the term (no cash value); \$52,376.50 TRADE for 2013 OC Fair
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- Standard Agreement #SA-182-10SP, dated June 17, 2010, between the District and Bottling Group, LLC is hereby amended as follows:**
- SPONSOR AGREES:**
- To amend the original agreement to include a trade value of FIFTY TWO THOUSAND THREE HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$52,376.50) for the Orange Crush Panel promotion and Orange Crush TXT2WIN promotion at the 2013 OC Fair.
 - This promotional trade shall run from June 1, 2013 through August 11, 2013.
 - 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.
 - To execute the Orange Crush Can Panel \$2 off 2013 OC Fair admission promotion throughout Orange County market and execute Orange Crush TXT2WIN promotion. Creative to be supplied by Sponsor for District's approval.
 - To coordinate Orange Crush TXT2WIN promotion at distribution outlets throughout Southern California including:
 - One hundred (100) United Oil locations
 - Fifty (50) Shell locations
 - Forty (40) Superior locations
 - Twenty-six (26) Ralphs District 6 locations
 - Twenty-eight (28) Ralphs District 7 locations
 - Twenty-seven (27) El Super locations
 - Approximately Fifty (50) privately owned Latino Grocery OC locations

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.) | | |
| BOTTLING GROUP, LLC | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Roger Perezchica, Key Account Manager | | <input type="checkbox"/> Exempt per: |
| ADDRESS | | |
| 27717 Aliso Creek Road, Aliso Viejo, CA 92656 | | |
| (949) 643-5764 | | |
| 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 | | |

SPONSOR AGREES (CONTINUED):

1. To provide the following as grand prizes for TXT2WIN promotion:
 - a. One (1) iPod Touch 16GB (white)
 - b. Three (3) Crush Skull Candy Up Rock headphones
 - c. One (1) "Monster Dr. Dre Beats" headphones
 - d. One (1) Crush popcorn machine
 - e. One (1) Crush electric guitar
2. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with District.
3. To provide three (3) branded 10'x10' tents to be used by the District at collection stations outside of each entrance/exit of the 2013 OC Fair.

STATE AGREES:

1. To provide two hundred and forty (240) 2013 OC Fair Admission Tickets for Orange Crush TXT2WIN winners.
2. To provide two thousand two hundred and eighty-five (2,285) 2013 OC Fair Admission Tickets for key account hospitality.
 - a. One hundred and eighty (180) 2013 OC Fair Admission Tickets for United Oil.
 - b. One hundred and eighty (180) 2013 OC Fair Admission Tickets for Shell.
 - c. Two hundred and sixty (260) 2013 OC Fair Admission Tickets for Ralphs District #6.
 - d. One thousand (1,000) 2013 OC Fair Admission Tickets for Superior.
 - e. Two hundred and sixty (260) 2013 OC Fair Admission Tickets for Ralphs District #7.
 - f. Four hundred and five (405) 2013 OC Fair Admission Tickets for El Super.
3. To provide four hundred (400) 2013 OC Fair Admissions Tickets for Orange Crush/Pepsi staff.
4. To provide four (4) 2013 OC Fair Admission tickets for each additional location which will host in-store display for TXT2WIN promotion.
5. To coordinate logistics and execution of Orange Crush Can Panel and Orange Crush TXT2WIN promotion with Sponsor.
6. Except as herein amended, all other terms and conditions remain as previously agreed upon.

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-219-13SP

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

DOLPHIN WINDER CALIFORNIA, LLC dba WINDER FARMS

2. The term of this

Agreement is

07/13/13

through

07/14/13**FED ID:**

3. The maximum amount of this **\$2,500.00 Amendment**
 Agreement after this amendment is: **\$7,500.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-219-13SP, dated June 24, 2013, between the District and Dolphin Winder California, LLC dba Winder Farms is hereby amended as follows:

SPONSOR AGREES:

- To relocate 20' x 15' mobile marketing tour site on July 14, 2013. Location shall be an area in Fair Square (inside Blue Gate) as mutually agreed upon by the Sponsor and the District.
- To provide an additional payment in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) as a mobile marketing tour site fee. Payment in full must be received upon execution of this amendment.

STATE AGREES:

- To allow Sponsor to relocate 20' x 15" mobile marketing tour site on July 14, 2013.
- 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

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

DOLPHIN WINDER CALIFORNIA, LLC dba WINDER FARMS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Berrett, Southern California Sales Manager

ADDRESS

**4400 West 4100 South, West Valley City, UT 94120
(810) 963-4878****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:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-219-13SP | #2 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
DOLPHIN WINDER CALIFORNIA, LLC dba WINDER FARMS
2. The term of this Agreement is **07/13/13** through **08/11/13** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$26,625.00 Amendment \$34,125.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #SA-219-13SP, dated June 24, 2013, between the District and Dolphin Winder California, LLC dba Winder Farms is hereby amended as follows:



SPONSOR AGREES:

- To extend the contract term through August 11, 2013.
- To fully staff one (1) 20' x 15' mobile marketing tour site inside Blue Gate at Fair Square for sampling and experiential activities (as approved by the District). Additional mobile marketing tour dates are as follows:
 - July 19 - 21, 2013
 - July 28, 2013
 - August 2 - 4, 2013
 - August 9 - 11, 2013
- 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 Saturdays and Sundays
 - By 11:30 a.m. and open to the public from 12:00 p.m. to at least 11:00 p.m. on Fridays.
- To provide an additional payment in the sum of TWENTY SIX THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$26,625.00) as a mobile marketing tour site fee. Payment in full must be received upon execution of this amendment.

STATE AGREES:

- To provide one (1) 20' x 15' space inside Blue Gate at Fair Square per the additional mobile marketing tour dates listed herein.
- To provide a mutually agreed number of Working Credentials and Parking Passes for working staff.
- 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 <input type="checkbox"/> Exempt per: |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) DOLPHIN WINDER CALIFORNIA, LLC dba WINDER FARMS | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Nate Berrett, Southern California Sales Manager | | |
| ADDRESS 4400 West 4100 South, West Valley City, UT 94120 (810) 963-4878 | | |
| 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 | | |

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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AGREEMENT NUMBER

SA-54-13SP

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

MILLER CONSULTING, INC.

2. The term of this

Agreement is **03/18/13** through **08/11/13**

3. The maximum amount of this **\$10,000.00 Amendment**

Agreement after this amendment is: **\$245,000.00 Cash Sponsorship**

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 #54-13SP, dated February 27, 2013 between the District and Miller Consulting, Inc. is hereby amended as follows:



SPONSOR AGREES:

1. To provide payment of FOUR THOUSAND DOLLARS (\$4,000) as a sponsorship fee for additional 500 sq. ft. of space utilized, due upon execution of this amendment.
2. To provide payment of SIX THOUSAND DOLLARS (\$6,000) for cost of reproducing and installing signage as agreed by the District and Sponsor.
3. To fully staff an additional 500 sq. ft. of display space at Fair Square for all twenty-three (23) days of the 2013 OC Fair:
 - 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 term.
 - 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 term.

STATE AGREES:

1. To provide an additional 500 sq. ft. of display space at Fair Square for all twenty-three (23) days of the 2013 OC Fair.
2. To reproduce and install Pacific Amphitheatre signage as agreed by the District and Sponsor
3. 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.) | | |
| MILLER CONSULTING, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Van Miller, Owner | | |
| ADDRESS | | |
| 1155 Camino Del Mar, #124, Del Mar, CA 92014 | | |
| (619) 993-8437 | | |
| STATE OF CALIFORNIA | | <input type="checkbox"/> Exempt per: |
| 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 | | |

Account #: 4375-87

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)



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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

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|---------------------|------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-111-13LS | #1 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
- CONTRACTOR'S NAME
ORANGE AGRICULTURE BOOSTERS
2. The term of this Agreement is **08/01/13** through **08/12/13** **FED ID:** [REDACTED]
3. The maximum amount of this Agreement is **\$1,000.00 Amendment**
Agreement after this amendment is: **\$4,500.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- Standard Agreement #111-13LS, dated May 21, 2013, between the District and ORANGE AGRICULTURE BOOSTERS is hereby amended as follows:**
CONTRACTOR AGREES:
- To amend the original contract to provide the rental of two (2) horses for an educational exhibit in the Livestock Area for the 2013 OC Fair.
 - Horses will arrive Thursday, August 1, between the hours of 7:00-9:00am, and will remain on display through August 11.
 - To remove the horses no earlier than 10:00pm on Sunday, August 11.
 - This amendment does not affect the other animals on display as listed in the original agreement.
 - 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 provide space for the horse exhibit in the Livestock area.
 - To provide exhibit signage.
 - To provide bedding and feed for the horses, as warranted.
 - To pay the Contractor a total amount not to exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) based upon satisfactory completion of work herein required. Payment will be Net 10 and delivered via the postal service.
 - 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.) ORANGE AGRICULTURE BOOSTERS | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Patricia Williams, Advisor | | |
| ADDRESS Orange High School Agriculture Department 525 North Shaffer Street, Orange, CA 92867 (714) 397-2912 | | |
| 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 | | |

Account #: 5100-62

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-243-13GE

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

PACIFIC EVENTS ENTERTAINMENT

2. The term of this

Agreement is

07/17/13

through

08/01/13FED ID: [REDACTED]

3. The maximum amount of this **\$300.00 Amendment**
 Agreement after this amendment is: **\$3,737.50**

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 #243-13GE, dated July 17, 2013, between the District and Pacific Events Entertainment is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to provide additional hours as Master of Ceremonies for chef event at the 2013 OC Fair:

08/01 – Hangar Building

2.4 Hours @ \$125/hour = \$300.00

STATE AGREES:

1. To pay the Contractor a total sum not to exceed THREE THOUSAND SEVEN HUNDRED THIRTY SEVEN DOLLARS AND FIFTY CENTS (\$3,737.50) based upon satisfactory completion of work herein required. Payment will be Net 10 and delivered via US mail.
2. 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

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

PACIFIC EVENTS ENTERTAINMENT

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tim Coy, CEO

ADDRESS

**13041 Via Salvia, Riverside, CA 92503
(714) 267-2343****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, CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
 Department of General Services
 Use Only

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

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| AGREEMENT NUMBER | AMENDMENT NUMBER |
| SA-146-13FT | #1 |
| REGISTRATION NUMBER | |
| 1283636 | |

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

EVENTCORP SERVICES, INC.

2. The term of this

FED ID: XXXXXXXXXXAgreement is **07/24/13** through **08/20/13**

3. The maximum amount of this **\$4,800.00 Amendment**
 Agreement after this amendment is: **\$21,700.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #146-13FT, dated July 8, 2013, between the District and EventCorp Services, Inc. is hereby amended as follows:



CONTRACTOR AGREES:

- To amend the original contract to provide five (5) additional days to collect quantitative data from attendees of the 2013 OC Fair; to be onsite July 24 – August 4.
- To provide to the District on or before August 20, the email transmission of the final response data summary report.
- To provide to the District on or before August 20, a minimum of three (3) hardbound copies of the final response data summary report.

STATE AGREES:

- To pay the Contractor a total amount not to exceed TWENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$21,700.00) upon satisfactory completion of services 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.) | | |
| EVENTCORP SERVICES, INC. | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Ken Munro, President | | |
| ADDRESS | | |
| #103 – 1550 Hartley Avenue, Coquitlam, B.C., Canada V3K 7A1 (866) 469-7250 | | |
| 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:

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-253-13LS | #1 |
| REGISTRATION NUMBER | |
| | |

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

THERAPEUTIC RIDING CENTER OF HUNTINGTON BEACH2. The term of this **FED ID:**Agreement is **07/30/13** through **08/04/13**3. The maximum amount of this **- \$0 -**
Agreement after this amendment is:

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 #253-13LS, dated August 4, 2013, between the District and Therapeutic Riding Center of Huntington Beach is hereby amended as follows:**CONTRACTOR AGREES:**

1. To amend the Contractor's name from "OC Fair Equestrian Center" to "Therapeutic Riding Center of Huntington Beach."
2. To amend the printed name and person signing to Donna Brandt.
3. To amend the address to 17551 Gothard Street, Huntington Beach, CA 92647.
4. To amend the phone number to (714) 848-0966.

STATE AGREES:

1. 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.) | | |
| THERAPEUTIC RIDING CENTER OF HUNTINGTON BEACH | | |
| BY (Authorized Signature) | DATE SIGNED (Do not type) | |
|  | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | |
| Donna Brandt | | |
| ADDRESS | | |
| 17551 Gothard Street, Huntington Beach, CA 92647 | | |
| (714) 848-0966 | | |
| 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:

Account #:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-172-13GE

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

DANNY MAIKA HAMAMOTO

2. The term of this

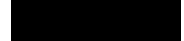
Agreement is

07/17/13

through

07/21/13

FED ID:



3. The maximum amount of this **\$300.00 Amendment**
Agreement after this amendment is: **\$1,500.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #172-13GE, dated June 11, 2013, between the District and Danny Maika Hamamoto is hereby amended as follows:

CONTRACTOR AGREES:

- To modify the contract to include payment of \$300.00 for each night of performance, for a total of five (5) nights.
- To amend the contract address to 8211 San Angelo Drive, Apartment L4, Huntington Beach, CA 92647.

STATE AGREES:

- To pay the Contractor a total amount not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) based upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via US mail.
- 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

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

DANNY MAIKA HAMAMOTO

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Danny Maika Hamamoto

ADDRESS

**8211 San Angelo Drive, Apt. L4, Huntington Beach, CA 92647
(714) 310-8222**

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:

**OC FAIR EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
AUGUST 2013**

| RA # | CONTRACTOR | EVENT | DESCRIPTION | FACILITIES | CONTRACT DATES | CONTRACT AMOUNT |
|----------|--|--|---------------------------------|--|---------------------|--|
| R-037-13 | All American Boys Chorus | Office and Rehearsal Headquarters | Annual Renter | Livestock Office and Ranch Large Room | 01/01/13 - 12/31/13 | \$940.00 / month |
| R-148-13 | Orange County Cruisin' Association (O.C.C.A) | The Great Labor Day Cruise | Automotive/Charity Event | All Grounds | 08/29/13 - 09/02/13 | \$121,844.00 |
| R-162-13 | Electric Run Orange County, LLC | Electric Run 5K | Running Event | Building 10 and 5K Course | 10/30/13 - 11/02/13 | \$32,150.50 |
| R-179-13 | Japan America Media Association | OC Japan Fair | Cultural Festival | Building 14, Promenade and Main Mall | 10/11/13 - 10/14/13 | \$28,774.50 |
| R-183-13 | GLM, LLC | The Boardroom | Surf Show | Buildings 14 & 16 and Promenade | 10/04/13 - 10/06/13 | \$25,890.00 |
| R-184-13 | The Viking Truck | Food Truck Fare, Youth Expo, Fair, Block Party | Food Truck | Pacific Amphitheatre, Youth Expo, Fair, Block Party | 01/01/13 - 12/31/13 | Varies \$35.00 - \$400.00 |
| R-185-13 | Pulp Fusion | Food Truck Fare, Youth Expo, Fair, Block Party | Food Truck | Pacific Amphitheatre, Youth Expo, Fair, Block Party | 01/01/13 - 12/31/13 | Varies \$35.00 - \$400.00 |
| R-187-13 | Orange County Wine Society | Orange County Wine Society Management Meeting | Meeting | Baja Blues | 09/06/13 | \$1,335.00 |
| R-188-13 | Starmedia Entertainment LLC | Exposition of The Global Filipino Featuring Ms. Regine Velasquez | Cultural Festival | Hangar, Building 16, Main Mall, Baja Blues and Baja Blues lawn | 10/25/13 - 10/26/13 | \$25,592.50 |
| R-189-13 | Honda Center | Honda Center Pakring for End of the Year Party | Parking and Pick Up by Limo Bus | Lot E | 07/11/13 | \$500.00 |
| R-195-13 | OC Marathon | OC Fair Fun Run | Fun Run | All Grounds | 08/04/13 | 50% of any net revenue from registration fees after expenses |

Amendments

| | | | | | | |
|--------------------------|------------------|---------------------------|----------------|----------------------|--------------|--------------|
| R-097-13 Amendment #1 | Pacific Symphony | Wavelength Music Festival | Concert Series | Pacific Amphitheatre | August 21-26 | \$117,102.92 |
|--------------------------|------------------|---------------------------|----------------|----------------------|--------------|--------------|

FORM F-31
REVIEWED _____
APPROVED _____

AGREEMENT NO: R-037-13
DATE: January 1, 2013
FAIRTIME:
INTERIM: xx

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center hereinafter called the Association, and ALL AMERICAN BOYS CHORUS hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises:

Beginning January 1, 2013 & ending December 31, 2013

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:

Livestock Building, Storage of AABC Containers, Bus and Equipment Truck

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OFFICE AND REHEARSAL HEADQUARTERS

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$940.00 per month

Please see Exhibits "A" "B" "C" "E" which are incorporated and made part of the Rental Agreement

5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

6. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

7. 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.

8. 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.

9. 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.

10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

11. 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.

12. Special Provisions: The Event Services Policies & Procedures handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Services Policies & Procedures handbook and agrees to abide by said Policies & Procedures.

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

All American Boys Chorus
P.O. Box 1527
Costa Mesa, CA 92626

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

By _____

By _____

Title Tony Manrique, Executive Director

Title Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-037-13
DATED: January 1, 2013
WITH: ALL AMERICAN BOYS CHORUS

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2013 – December 31, 2013

BUILDING(S)/LOCATION(S):

Livestock Building (All American Boys Chorus Office) Storage of AABC equipment (containers), truck, and tour bus.

RENTER AGREES:

- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from Fair Management. All improvements will be at Renters expense.
- An OC Fair & Event Center overnight permit is required for any equipment left overnight.
- To ensure that a current proof of Workers Compensation Insurance is on file at all times.
- To confine all activity to the Livestock Building (AABC Office), Ranch Classroom, Multipurpose Room (adults only in this room), Music Library, and outside asphalt area. The Ranch Classroom and Multipurpose Room areas must be coordinated with the Event Sales & Services Department of the OC Fair & Event Center. Dates and times must be agreed upon by both parties, prior to usage.
- All students must be supervised at all times.
- To allow the Association at no charge to utilize the Boy's Chorus Classroom during the annual Fair.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot G or where otherwise instructed by the OC Fair & Event Center Parking Staff.
- Bus and Truck to be parked adjacent to Lot G, next to the Corporation Yard.
- To provide Association with a list of names of people that will be bringing their vehicles onto the Event Center and ensure that these vehicles all have a parking permit issued by the Event Center.
- Members and Patrons of the All American Boy's Chorus will use Gate 8 off Arlington Drive.
- It is understood OCFEC is currently researching and developing the implementation of a master plan for the property. A minimum of 90 day notice will be given to the renter by OCFEC, if the master plan implementation affects the existing location or access to the renter. If determined by OCFEC the renter shall need to relocate to another area of the property or adjust their operation of their existing location, it shall be at the sole expense of the renter.
- To provide proof of insurance coverage for the remainder of year 2013. Your current insurance certificate expires 04/30/13.
- Use of the buildings or areas, other than specified in this agreement will be confirmed and written up in Amendments. Please submit a list one month prior to usage, no later than two weeks.

- The District requests that when additional space is used for classes and meetings that all tables and chairs will be returned to its place and all trash generated by AABC will be taken out by the All American Boys Chorus.
- The dates below will allow Limited Access or **NO ACCESS** to the fairgrounds. (No rehearsals, No activities). **Schedule accordingly to avoid these dates.** If any activities will be taking place, renter to notify the Event Sales and Services Department @ 708-1572 for approval. Association to contact Renter if any additions or deletions are made to the following:
 - April 12 - 14 Youth Expo Limited Access
 - April 19 - 21 America's Family Pet Expo **NO ACCESS**
The America's Family Pet Expo will be using the Memorial Gardens downstairs areas for their headquarters during the week of April 16 – 22, 2012.
 - May 3 - 4 OC Marathon Limited Access
 - May 5 OC Marathon **NO ACCESS**
 - May 25 - 26 Scots Fest
 - July 12 - August 11 Annual Orange County Fair **NO ACCESS**
 - August 30 - September 1 Great Labor Day Cruise **NO ACCESS**
 - September 16 - 19 Sand Sports Super Show Limited Access
 - September 20 - 22 Sand Sports Super Show **NO ACCESS**
 - September 26 - 27 Cruisin' For A Cure Limited Access
 - September 28 Cruisin' For A Cure **NO ACCESS**

Payment Schedule:

\$940.00 per month, January – December due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th will be subject to a late fee of \$50.00.

REVIEWED _____

DATE

August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Orange County Cruisin' Association (O.C.C.A.) hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 29 - September 2, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The Great Labor Day Cruise

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

\$121,844.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Cruisin' Association (O.C.C.A.)
P.O Box 5567
Buena Park, CA 90620

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

By _____

By _____

Title: Tim Moore, Chief Financial Officer

Title: Doug Lofstrom, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: The Great Labor Day Cruise
Contact Person: Darrell Moore
Event Dates: 08/30/2013 - 09/01/2013

Contract No: R-148-13 Revised
Phone: (714) 562-8752
(877) 429-5497
Hours: Friday: 12:00 PM - 10:00 PM
Saturday: 08:00 AM - 10:00 PM
Sunday: 08:00 AM - 06:00 PM

Admission Price: Adult: \$15.00 Senior (55+): \$14.00 Military: \$13.00 Child (12-15): \$10.00 Child (under 12): Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 4,000

| Facility Rental Fees | | | |
|---|--------------------------------|----------|--------|
| Facility and/or Area Fees | Date-Time | Activity | Actual |
| Thursday | | | |
| Anaheim Building (#16) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Campground | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Commerce Way | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Costa Mesa Building (#10) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Country Meadows | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Courtyard | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Crafters Village | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Festival Field Asphalt | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Huntington Beach Building (#12) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Livestock Lane | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Los Alamitos Building (#14) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Main Mall | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| OC Promenade (The Span) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Park Plaza | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Parking Lot G | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Parking Lot I | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Parking Lot P | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Santa Ana Pavilion (Parade of Products) | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| South Lawn | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| The Hangar | 08/29/2013 09:00 AM - 12:00 AM | Move In | 0.00 |
| Friday | | | |
| Anaheim Building (#16) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Campground | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Commerce Way | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Costa Mesa Building (#10) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Country Meadows | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Courtyard | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Crafters Village | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Festival Field Asphalt | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Huntington Beach Building (#12) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Livestock Lane | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Los Alamitos Building (#14) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Main Mall | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| OC Promenade (The Span) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Park Plaza | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Parking Lot G | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Parking Lot I | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Parking Lot P | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Santa Ana Pavilion (Parade of Products) | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| South Lawn | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| The Hangar | 08/30/2013 12:00 PM - 10:00 PM | Event | 0.00 |
| Saturday | | | |
| Anaheim Building (#16) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Campground | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Commerce Way | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Costa Mesa Building (#10) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Country Meadows | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Courtyard | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Crafters Village | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Festival Field Asphalt | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Huntington Beach Building (#12) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Livestock Lane | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |

EXHIBIT A

Event Information

| | | | |
|---|--------------------------------|-------|------|
| Los Alamitos Building (#14) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Main Mall | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| OC Promenade (The Span) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Park Plaza | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot G | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot I | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot P | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Santa Ana Pavilion (Parade of Products) | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| South Lawn | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| The Hangar | 08/31/2013 08:00 AM - 10:00 PM | Event | 0.00 |

Sunday

| | | | |
|---|--------------------------------|-------|------|
| Anaheim Building (#16) | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Campground | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Commerce Way | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Costa Mesa Building (#10) | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Country Meadows | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Courtyard | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Crafters Village | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Festival Field Asphalt | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Huntington Beach Building (#12) | 09/01/2013 04:00 PM - 10:00 PM | Event | 0.00 |
| Livestock Lane | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Los Alamitos Building (#14) | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Main Mall | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| OC Promenade (The Span) | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Park Plaza | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot G | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot I | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Parking Lot P | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| Santa Ana Pavilion (Parade of Products) | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| South Lawn | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |
| The Hangar | 09/01/2013 08:00 AM - 10:00 PM | Event | 0.00 |

Monday

| | | | |
|-------------|--------------------------------|----------|------|
| All Grounds | 09/02/2013 06:00 AM - 12:00 PM | Move out | 0.00 |
|-------------|--------------------------------|----------|------|

*OCFEC will retain \$50,000.00 or 20% of all Gross Admissions Sales (whichever is greater). Total: ***50,000.00**
 - Move out must be completed by 12:00 Noon on Monday - September 2, 2013 to avoid additional charges.

Estimated Equipment Fees

| Description | Date/Time | Units | Rate | Actual |
|------------------------------------|-------------------------|-----------|---------------|----------|
| 50 Amp Drop | Estimate 5 | 5.00 EA | 70.00 EA | 350.00 |
| 100 Amp Drop | Estimate 1 | 1.00 EA | 180.00 EA | 180.00 |
| 400 Amp Drop | Estimate 1 | 1.00 EA | 720.00 EA | 720.00 |
| Barricade (Plastic) | Estimate 120 | 120.00 EA | 15.00 EA | 1,800.00 |
| Bench | Estimate 25 | 25.00 EA | 15.00 EA | 375.00 |
| Cable Ramp | Estimate 10 | 10.00 EA | 15.00 EA | 150.00 |
| Chair | TBD | TBD EA | 2.50 EA | TBD |
| Dumpster | Estimate 75 | 75.00 EA | 18.00 EA | 1,350.00 |
| Electrical Splitter Box (Camping) | Estimate 65 | 65.00 EA | 55.00 EA | 3,575.00 |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 1,500.00 EVT | 1,500.00 |
| Forklift | Estimate 45 Hours | 45.00 HR | 75.00 HR | 3,375.00 |
| Marquee Board (7 Consecutive Days) | 08/26/2013 - 09/01/2013 | 1.00 EA | 450.00 WK | 450.00 |
| Overall Public Address System | 08/30/2013 - 09/01/2013 | 1.00 EA | 250.00 EA/DAY | 750.00 |
| Portable Electronic Message Board | 08/29/2013 - 09/01/2013 | 1.00 EA | 75.00 EA/DAY | 300.00 |
| Portable Generator | TBD | TBD EA | 1,100.00 EVT | TBD |
| Scissor Lift | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Sweeper | Estimate 8 Hours | 8.00 HR | 75.00 HR | 600.00 |
| Picnic Table (Rectangle) | Estimate 155 | 155.00 EA | 15.00 EA | 2,325.00 |
| Ticket Booth | Estimate 5 | 5.00 EA | 100.00 EA | 500.00 |
| Trussing Unit | Estimate 2 | 2.00 EA | 100.00 EA | 200.00 |

EXHIBIT A

Event Information

Total: 18,725.00

Reimbursable Personnel Fees

| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
|-------------------------------------|--------------------------------|--------------|-------------|---------------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 20 Hours | 20.00 HR | 19.00 HR | 380.00 |
| Janitorial Attendant | Estimate 30 Hours | 30.00 HR | 19.00 HR | 570.00 |
| Electrician | Estimate 44 Hours | 44.00 HR | 45.00 HR | 1,980.00 |
| Plumber | Estimate 40 Hours | 40.00 HR | 45.00 HR | 1,800.00 |
| Event Day | | | | |
| Friday | | | | |
| Grounds Attendant Lead | 08/30/2013 08:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 420.00 |
| Grounds Attendant | 08/30/2013 08:00 AM - 07:00 PM | 4.00 EA | 19.00 HR | 836.00 |
| Janitorial Attendant Lead | 08/30/2013 08:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 420.00 |
| Janitorial Attendant | 08/30/2013 08:00 AM - 05:00 PM | 6.00 EA | 19.00 HR | 1,026.00 |
| Janitorial Attendant | 08/30/2013 05:00 PM - 10:00 PM | 4.00 EA | 19.00 HR | 380.00 |
| Electrician | 08/30/2013 07:00 AM - 06:00 PM | 1.00 EA | 45.00 HR | 495.00 |
| Plumber | 08/30/2013 07:00 AM - 06:00 PM | 1.00 EA | 45.00 HR | 495.00 |
| Saturday | | | | |
| Grounds Attendant Lead | 08/31/2013 06:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 480.00 |
| Grounds Attendant | 08/31/2013 06:00 AM - 06:00 PM | 4.00 EA | 19.00 HR | 912.00 |
| Grounds Attendant | 08/31/2013 06:00 PM - 10:00 PM | 2.00 EA | 19.00 HR | 152.00 |
| Janitorial Attendant Lead | 08/31/2013 07:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 450.00 |
| Janitorial Attendant | 08/31/2013 07:00 AM - 05:00 PM | 10.00 EA | 19.00 HR | 1,900.00 |
| Janitorial Attendant | 08/31/2013 05:00 PM - 10:00 PM | 4.00 EA | 19.00 HR | 380.00 |
| Electrician | 08/31/2013 07:00 AM - 08:00 PM | 1.00 EA | 45.00 HR | 585.00 |
| Plumber | 08/31/2013 07:00 AM - 08:00 PM | 1.00 EA | 45.00 HR | 585.00 |
| Sunday | | | | |
| Grounds Attendant Lead | 09/01/2013 06:00 AM - 08:00 PM | 1.00 EA | 30.00 HR | 420.00 |
| Grounds Attendant | 09/01/2013 06:00 AM - 08:00 PM | 3.00 EA | 19.00 HR | 798.00 |
| Janitorial Attendant Lead | 09/01/2013 07:00 AM - 08:00 PM | 1.00 EA | 30.00 HR | 390.00 |
| Janitorial Attendant | 09/01/2013 07:00 AM - 04:00 PM | 8.00 EA | 19.00 HR | 1,368.00 |
| Janitorial Attendant | 09/01/2013 04:00 PM - 08:00 PM | 4.00 EA | 19.00 HR | 304.00 |
| Electrician | 09/01/2013 07:00 AM - 07:00 PM | 1.00 EA | 45.00 HR | 540.00 |
| Plumber | 09/01/2013 07:00 AM - 07:00 PM | 1.00 EA | 45.00 HR | 540.00 |
| Clean Up | | | | |
| Grounds Attendant | Estimate 20 Hours | 20.00 HR | 19.00 HR | 380.00 |
| Janitorial Attendant | Estimate 30 Hours | 30.00 HR | 19.00 HR | 570.00 |
| Electrician | Estimate 24 Hours | 24.00 HR | 45.00 HR | 1,080.00 |
| Plumber | Estimate 30 Hours | 30.00 HR | 45.00 HR | 1,350.00 |
| Event Sales & Services | | | | |
| Event Coordinator | 08/30/2013 07:00 AM - 10:00 PM | 1.00 EA | 40.00 HR | 600.00 |
| Event Coordinator | 08/31/2013 07:00 AM - 10:00 PM | 1.00 EA | 40.00 HR | 600.00 |
| Event Coordinator | 09/01/2013 07:00 AM - 10:00 PM | 1.00 EA | 40.00 HR | 600.00 |
| Guest Relations | | | | |
| Friday | | | | |
| Security Attendant Lead | 08/30/2013 11:00 AM - 09:00 PM | 1.00 EA | 30.00 HR | 300.00 |
| Security Attendant | 08/30/2013 11:00 AM - 06:00 PM | 6.00 EA | 19.00 HR | 798.00 |
| Security Attendant | 08/30/2013 06:00 PM - 10:00 PM | 3.00 EA | 19.00 HR | 228.00 |
| Security Attendant - Temporary Gate | 08/30/2013 07:00 AM - 06:00 PM | 1.00 EA | 19.00 HR | 209.00 |

EXHIBIT A

Event Information

| | | | | |
|-------------------------------------|---|---------|----------|----------|
| Security Attendant - Overnight | 08/30/2013 10:00 PM - 08/31/2013 06:00 AM | 1.00 EA | 19.00 HR | 152.00 |
| Saturday | | | | |
| Security Attendant Lead | 08/31/2013 07:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 450.00 |
| Security Attendant | 08/31/2013 07:00 AM - 06:00 PM | 6.00 EA | 19.00 HR | 1,254.00 |
| Security Attendant | 08/31/2013 06:00 PM - 10:00 PM | 2.00 EA | 19.00 HR | 152.00 |
| Security Attendant - Temporary Gate | 08/31/2013 08:00 AM - 06:00 PM | 1.00 EA | 19.00 HR | 190.00 |
| Security Attendant - Overnight | 08/31/2013 09:00 PM - 09/01/2013 06:00 AM | 1.00 EA | 19.00 HR | 171.00 |

Sunday

| | | | | |
|-------------------------------------|---|---------|----------|----------|
| Security Attendant Lead | 09/01/2013 07:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 450.00 |
| Security Attendant | 09/01/2013 07:00 AM - 06:00 PM | 6.00 EA | 19.00 HR | 1,254.00 |
| Security Attendant | 09/01/2013 07:00 AM - 06:00 PM | 1.00 EA | 19.00 HR | 209.00 |
| Security Attendant | 09/01/2013 06:00 PM - 10:00 PM | 2.00 EA | 19.00 HR | 152.00 |
| Security Attendant - Temporary Gate | 09/01/2013 08:00 AM - 10:00 PM | 1.00 EA | 19.00 HR | 266.00 |
| Security Attendant - Overnight | 09/01/2013 04:00 PM - 09/02/2013 06:00 AM | 1.00 EA | 19.00 HR | 266.00 |

Admissions

Friday

Green Gate

| | | | | |
|--------------------------|---------------------------------|---------|----------|--------|
| Ticket Seller/Taker Lead | Event Hours 12:00 PM - 06:00 PM | | | |
| Ticket Seller | Gates Close 10:00 PM | | | |
| Ticket Taker | 08/30/2013 11:30 AM - 06:00 PM | 1.00 EA | 30.00 HR | 195.00 |
| | 08/30/2013 11:30 AM - 06:00 PM | 1.00 EA | 19.00 HR | 123.50 |
| | 08/30/2013 11:30 AM - 06:00 PM | 1.00 EA | 19.00 HR | 123.50 |

Saturday

Blue Gate

| | | | | |
|---------------|---------------------------------|---------|----------|--------|
| Ticket Seller | Event Hours 08:00 AM - 06:00 PM | | | |
| Ticket Seller | Gates Close 10:00 PM | | | |
| Ticket Taker | 08/31/2013 07:30 AM - 04:00 PM | 2.00 EA | 19.00 HR | 323.00 |
| | 08/31/2013 09:00 AM - 02:00 PM | 1.00 EA | 19.00 HR | 95.00 |
| | 08/31/2013 07:30 AM - 04:00 PM | 2.00 EA | 19.00 HR | 323.00 |

Green Gate

| | | | | |
|--------------------------|--------------------------------|---------|----------|--------|
| Ticket Seller/Taker Lead | 08/31/2013 07:30 AM - 06:00 PM | 1.00 EA | 30.00 HR | 315.00 |
| Ticket Seller | 08/31/2013 07:30 AM - 04:00 PM | 2.00 EA | 19.00 HR | 323.00 |
| Ticket Seller | 08/31/2013 09:00 AM - 06:00 PM | 2.00 EA | 19.00 HR | 342.00 |
| Ticket Taker | 08/31/2013 07:30 AM - 06:00 PM | 2.00 EA | 19.00 HR | 399.00 |
| Money Room Attendant | 08/31/2013 07:00 AM - 07:00 PM | 1.00 EA | 19.00 HR | 228.00 |
| Breaker Staff | 08/31/2013 10:00 AM - 02:00 PM | 1.00 EA | 19.00 HR | 76.00 |
| Gate Lead | 08/31/2013 07:30 AM - 06:00 PM | 1.00 EA | 30.00 HR | 315.00 |
| Turnstile Gate | | | | |
| Ticket Taker | 08/31/2013 07:30 AM - 04:30 PM | 1.00 EA | 19.00 HR | 171.00 |

Sunday

Green Gate

| | | | | |
|--------------------------|---------------------------------|---------|----------|--------|
| Ticket Seller/Taker Lead | Event Hours 08:00 AM - 06:00 PM | | | |
| Ticket Seller | 09/01/2013 07:30 AM - 04:00 PM | 1.00 EA | 30.00 HR | 255.00 |
| Ticket Taker | 09/01/2013 07:30 AM - 04:00 PM | 2.00 EA | 19.00 HR | 323.00 |
| Money Room Attendant | 09/01/2013 07:30 AM - 04:00 PM | 2.00 EA | 19.00 HR | 323.00 |
| Gate Lead | 09/01/2013 07:00 AM - 05:00 PM | 1.00 EA | 19.00 HR | 190.00 |
| Turnstile Gate | 09/01/2013 07:30 AM - 04:00 PM | 1.00 EA | 30.00 HR | 255.00 |
| Ticket Taker | 09/01/2013 07:30 AM - 04:30 PM | 1.00 EA | 19.00 HR | 171.00 |

Camping

| | | | | |
|---------------|---|---------|---------------|-----------|
| Event Camping | Estimate Only 08/29/2013 - 09/02/2013 (2012 Camping = \$14,450.00) | 1.00 EA | 14,000.00 EVT | 14,000.00 |
|---------------|---|---------|---------------|-----------|

Parking

| | | | | |
|------------------------|-------------------|----------|----------|--------|
| Parking Attendant Lead | Estimate 20 Hours | 20.00 HR | 30.00 HR | 600.00 |
| Parking Attendant | Estimate 40 Hours | 40.00 HR | 19.00 HR | 760.00 |

Technology

| | | | | |
|----------------------|-------------------------------|---------|----------|--------|
| Technology Attendant | 08/30/2013 - Estimate 8 Hours | 8.00 HR | 35.00 HR | 280.00 |
| Technology Attendant | 08/31/2013 - Estimate 8 Hours | 8.00 HR | 35.00 HR | 280.00 |

EXHIBIT A

Event Information

| | | | | |
|----------------------|--------------------------------|---------|------------|--------|
| Technology Attendant | 09/01/2013 - Estimate 8 Hours | 8.00 HR | 35.00 HR | 280.00 |
| Technology Attendant | Flat Fee (Audio Configuration) | 1.00 EA | 100.00 EVT | 100.00 |

Outside Services

| | | | | |
|------------------------|---|---------|--------------|----------|
| Lopez Works Contractor | Estimate Only | 1.00 EA | 1,400.00 EVT | 1,400.00 |
| State Fire Marshal | Estimate Only (Hourly rate subject to change) | 1.00 HR | 263.00 HR | 263.00 |

Total: 53,119.00

Summary

| | |
|--|-------------|
| Facility Rental Total *(\$50,000.00 for 20% of Gross if greater) | \$50,000.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$71,844.00 |

Grand Total: \$121,844.00

Payment Schedule

Payment Schedule

| | Due Date | Amount |
|---|------------|-------------|
| First Payment (Estimated Equipment, Personnel and Services Only) | 07/29/2013 | \$35,922.00 |
| Second Payment (Estimated Equipment, Personnel and Services Only) | 08/05/2013 | \$35,922.00 |

Payment Total: \$71,844.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

- \$71,844.00 due on or before dates listed above.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Sales.
- OCFEC will retain \$50,000.00 or 20% of all Gross Admissions Sales (whichever is greater).

Camper Staging: The camping fee is \$20.00 per unit, per night and includes dry camping (no utilities) in Parking Lots D & F from Monday - Thursday, August 26 - August 29, 2013. The outside camper staging operation will be coordinated through OCFEC. This will include space coordination, placement, permit distribution and fee collection. Campers will not be allowed to stage on OCFEC property until Monday, August 26, 2013 at 6:00 AM. Campers arriving prior to this time will be directed to other camping locations in the area.

Parking Lot E shall not be used for any staging or parking of vehicles for this event from Monday - Thursday, August 26 - August 29, 2013. That area is designated for OCC student parking.

Camping (inside the grounds): The camping fee is \$25.00 per unit, per night and includes water and electric. The inside grounds camping operation will be coordinated through OCCA. This will include space coordination, placement, permit distribution and fee collection. OCCA plans to start allowing campers inside the grounds from the Green Gate area starting Thursday - August 29, 2013 at 6:00 AM. It is agreed that a representative from OCCA and OCFEC shall walk the grounds together to count the number of campers on-site on Saturday - August 31, 2013. OCCA agrees to provide OCFEC the \$25.00 per night camping fees with a summary of units camped per night by Friday - September 13, 2013.

REVIEWED _____

DATE August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Electric Run Orange County, LLC hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 30 - November 2, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes, whatsoever:

Electric Run 5K
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$32,150.50
5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Electric Run Orange County, LLC
450 East 1000 North
North Salt Lake City, UT 84054

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

By _____

By _____

Title: Dennis Thorne, Senior Event Director

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Electric Run 5K
Contact Person: Dennis Thorne
Event Dates: 11/01/2013

Contract No: R-162-13
Phone: (801) 836-1570
Hours: 7:00 PM - 10:00 PM

Admission Price: Adult: TBD

Vehicle Parking Fee: \$10.00 General Parking

Attendance: 10,000

Facility and/or Area Fees

Facility Rental Fees

| Date-Time | Activity | Actual |
|--|---|------------|
| Wednesday Costa Mesa Building (#10) | 10/30/2013 06:00 AM - 11:00 PM Move In | *No Charge |

*Electric Run 5K will only drop off their equipment trailer on Wednesday, October 30, 2013. No set up will occur until Thursday, October 31, 2013.

Thursday

| | | | |
|---------------------------|--------------------------------|---------|-----------|
| Costa Mesa Building (#10) | 10/31/2013 06:00 AM - 11:00 PM | Move In | No Charge |
| Facility: 5K Course | 10/31/2013 06:00 AM - 11:00 PM | Move In | 5,000.00 |
| | Marking and Light Set Up | | |

Friday

| | | | |
|---------------------------|--------------------------------|-------|-------------|
| Costa Mesa Building (#10) | 11/01/2013 07:00 AM - 11:59 PM | Event | **No Charge |
| Facility: 5K Course | 11/01/2013 07:00 PM - 10:00 PM | Event | 10,000.00 |
| (See Exhibit D/Course) | | | |

Saturday

| | | | |
|---------------------------|--------------------------------|----------|-----------|
| Costa Mesa Building (#10) | 11/02/2013 12:00 AM - 11:59 AM | Move Out | No Charge |
|---------------------------|--------------------------------|----------|-----------|

**On event day, the Costa Mesa Building will be used as the event's production headquarters. After the event, the Costa Mesa Building will be used as a bone yard to store items until 12:00 Noon on Saturday - November 02, 2013.

Total: 15,000.00

Estimated Equipment Fees

| Description | Date-Time | Units | Rate | Actual |
|------------------------------------|------------------|----------|--------------|----------|
| 50 Amp Drop | Estimate 1 | 1.00 EA | 70.00 EA | 70.00 |
| 60 Amp Drop | Estimate 3 | 3.00 EA | 85.00 EA | 255.00 |
| 80 Amp Drop | Estimate 1 | 1.00 EA | 115.00 EA | 115.00 |
| 100 Amp Drop | Estimate 2 | 2.00 EA | 180.00 EA | 360.00 |
| Barricade | TBD | TBD EA | 15.00 EA | TBD |
| Dumpster | Estimate 30 | 30.00 EA | 18.00 EA | 540.00 |
| Electrical Splitter Box | TBD | TBD EA | 55.00 EA | TBD |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 1,500.00 EVT | 1,500.00 |
| Forklift | TBD | TBD HR | 75.00 HR | TBD |
| Hang Tag | TBD | TBD EA | 4.00 EA | TBD |
| Marquee Board (7 Consecutive Days) | TBD | TBD WK | 450.00 WK | TBD |
| Portable Electronic Message Board | 11/01/2013 | 2.00 EA | 75.00 EA/DAY | 150.00 |
| Sweeper | Estimate 4 Hours | 4.00 HR | 75.00 HR | 300.00 |
| Trussing Unit | TBD | TBD EA | 250.00 EA | TBD |
| Water Truck | TBD | TBD EA | 80.00 EA/DAY | TBD |
| | | Total: | | 3,290.00 |

Reimbursable Personnel Fees

| Description | Date-Time | Units | Rate | Actual |
|----------------------|-------------------|----------|----------|--------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 10 Hours | 10.00 HR | 19.00 HR | 190.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 19.00 HR | 76.00 |
| Electrician | Estimate 10 Hours | 10.00 HR | 45.00 HR | 450.00 |

Event Days

Registration: 5:00 PM

Event Hours: 7:00 PM - 10:00 PM

| | | | | |
|---|---|----------|----------|----------|
| Grounds Attendant Lead | 11/01/2013 04:00 PM - 10:00 PM | 1.00 EA | 30.00 HR | 180.00 |
| Grounds Attendant | 11/01/2013 04:00 PM - 10:00 PM | 8.00 EA | 19.00 HR | 912.00 |
| Grounds Attendant (Tear Down After Event) | 11/01/2013 10:00 PM - 11/02/2013 01:00 AM | 2.00 EA | 19.00 HR | 114.00 |
| Janitorial Attendant | 11/01/2013 04:00 PM - 10:00 PM | 10.00 EA | 19.00 HR | 1,140.00 |
| Electrician | 11/01/2013 04:00 PM - 10:00 PM | 1.00 EA | 45.00 HR | 270.00 |
| Electrician (Tear Down After Event) | 11/01/2013 10:00 PM - 11/02/2013 01:00 AM | 1.00 EA | 45.00 HR | 135.00 |

EXHIBIT A

Event Information

Clean Up

| | | | | | | |
|----------------------|-------------------|-------|----|-------|----|----------|
| Grounds Attendant | Estimate 36 Hours | 36.00 | HR | 19.00 | HR | 684.00 |
| Janitorial Attendant | Estimate 12 Hours | 12.00 | HR | 19.00 | HR | 228.00 |
| Electrician | Estimate 24 Hours | 24.00 | HR | 45.00 | HR | 1,080.00 |

Event Sales & Services

| | | | | | | |
|-------------------|--------------------------------|------|----|-------|----|--------|
| Event Coordinator | 11/01/2013 04:00 PM - 12:00 AM | 1.00 | EA | 40.00 | HR | 320.00 |
|-------------------|--------------------------------|------|----|-------|----|--------|

Guest Relations

Overnight

| | | | | | | |
|--|---|------|----|-------|----|--------|
| Security Attendant -Costa Mesa Building | 10/30/2013 06:00 PM - 10/31/2013 08:00 AM | 1.00 | EA | 19.00 | HR | 266.00 |
|--|---|------|----|-------|----|--------|

| | | | | | | |
|---------------------------------------|---|------|----|-------|----|--------|
| Security Attendant -Locations: TBD | 10/31/2013 06:00 PM - 11/01/2013 08:00 AM | 3.00 | EA | 19.00 | HR | 798.00 |
|---------------------------------------|---|------|----|-------|----|--------|

Event Day

| | | | | | | |
|--|--------------------------------|-------|----|-------|----|----------|
| Security Attendant Lead | 11/01/2013 04:30 PM - 11:00 PM | 1.00 | EA | 30.00 | HR | 195.00 |
| Security Attendant - Locations: TBD | 11/01/2013 04:30 PM - 11:00 PM | 11.00 | EA | 19.00 | HR | 1,358.50 |

Parking

Set Up

| | | | | | | |
|------------------------|--------------------------------|------|----|-------|----|--------|
| Parking Attendant Lead | 11/01/2013 03:00 PM - 08:00 PM | 1.00 | EA | 30.00 | HR | 150.00 |
| Parking Attendant | 11/01/2013 03:00 PM - 08:00 PM | 3.00 | EA | 19.00 | HR | 285.00 |

Outside Services

| | | | | | | |
|------------------------------|---------------------------------|------|----|----------|-----|----------|
| Asphalt Repair | (2012 Actual \$1,090.24) | TBD | EA | TBD | EVT | TBD |
| Costa Mesa Police Department | Estimate Only | 1.00 | EA | 900.00 | EVT | 900.00 |
| Event Medical Services | Estimate Only 5:00 PM - 10:30PM | 4.00 | EA | 19.50 | HR | 429.00 |
| Lopez Work Contractor | Estimate Only | 1.00 | EA | 1,200.00 | EVT | 1,200.00 |
| ***Sound Engineer | Estimate Only | 1.00 | EA | 500.00 | EVT | 500.00 |

***In compliance with local sound regulations, all amplified music must be turned off by 10:00 PM.

Total: 11,860.50

Summary

| | |
|--|-------------|
| Facility Rental Total | \$15,000.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$15,150.50 |
| Refundable Deposit | \$2,000.00 |

Grand Total \$32,150.50

Payment Schedule

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment | 07/01/2013 | \$2,000.00 |
| Second Payment | 08/01/2013 | \$10,050.50 |
| Third Payment | 09/03/2013 | \$10,050.00 |
| Fourth Payment | 10/01/2013 | \$10,050.00 |

Total: \$32,150.50

Payment Total: \$32,150.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect

EXHIBIT A

Event Information

your event.

TEARDOWN:

The areas below must be cleared by 3:00 AM on Saturday- November 2, 2013 in the following order:

Parking Lot A, Parking Lot I, Parking Lot G & Parking Lot B.

DRAFT

REVIEWED _____

DATE

August 9, 2013

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Japan America Media Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 11 - 14, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Japan Fair

4. Rentor agrees to pay to Association for the rights and privileges hereby granted; the amounts and in the manner set forth below:

\$28,774.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Japan America Media Association
1405 Marcelina Avenue #102
Torrance, CA 90501

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

By _____

By _____

Title: Naohisa Nakada, Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: OC Japan Fair
Contact Person: Naohisa Nakada
Event Dates: 10/12/2013 - 10/13/2013

Contract No: R-179-13
Phone: (310) 819-5654
Hours: Saturday: 11:00 AM - 7:00 PM
Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: TBD

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 7,000

Facility and/or Area Fees

Friday

Los Alamitos Building (#14)
OC Promenade (Span)
¼ Main Mall

Facility Rental Fees

Date-Time

Activity

Actual

| | | |
|--------------------------------|---------|----------|
| 10/11/2013 06:00 AM - 11:00 PM | Move In | 1,225.00 |
| 10/11/2013 06:00 AM - 11:00 PM | Move In | 900.00 |
| 10/11/2013 06:00 AM - 11:00 PM | Move In | 312.50 |

Saturday

Los Alamitos Building (#14)
OC Promenade (Span)
¼ Main Mall

| | | |
|--------------------------------|-------|----------|
| 10/12/2013 11:00 AM - 07:00 PM | Event | 2,450.00 |
| 10/12/2013 11:00 AM - 07:00 PM | Event | 1,800.00 |
| 10/12/2013 11:00 AM - 07:00 PM | Event | 625.00 |

Sunday

Los Alamitos Building (#14)
OC Promenade (Span)
¼ Main Mall

| | | |
|--------------------------------|-------|----------|
| 10/13/2013 10:00 AM - 04:00 PM | Event | 2,450.00 |
| 10/13/2013 10:00 AM - 04:00 PM | Event | 1,800.00 |
| 10/13/2013 10:00 AM - 04:00 PM | Event | 625.00 |

Monday

Los Alamitos Building (#14)
OC Promenade (Span)
¼ Main Mall

| | | |
|--------------------------------|----------|-----------|
| 10/14/2013 06:00 AM - 11:59 AM | Move Out | No Charge |
| 10/14/2013 06:00 AM - 11:59 AM | Move Out | No Charge |
| 10/14/2013 06:00 AM - 11:59 AM | Move Out | No Charge |

- Move out must be completed by 11:59 AM on Monday - October 14, 2013 to avoid additional charges.

Total: 12,187.50

Estimated Equipment Fees

Description

Date-Time

Units

Rate

Actual

| | | | | |
|-----------------------------------|-------------------------|----------|--------------|----------|
| 50 Amp Drop | Estimate 3 | 3.00 EA | 70.00 EA | 210.00 |
| Barricade | Estimate 5 | 5.00 EA | 15.00 EA | 75.00 |
| Cable Ramp | Estimate 15 | 15.00 EA | 15.00 EA | 225.00 |
| Dumpster | Estimate 25 | 25.00 EA | 18.00 EA | 450.00 |
| Electrical Splitter Box | Estimate 15 | 15.00 EA | 55.00 EA | 825.00 |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 2,000.00 EVT | 2,000.00 |
| Forklift | Estimate 6 Hours | 6.00 HR | 75.00 HR | 450.00 |
| Portable Electronic Message Board | 10/12/2013 - 10/13/2013 | 1.00 EA | 75.00 EA/DAY | 150.00 |
| Scissor Lift | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Sweeper | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Table (Rectangle) | Estimate 20 | 20.00 EA | 15.00 EA | 300.00 |
| Ticket Booth | Estimate 1 | 1.00 EA | 100.00 EA | 100.00 |
| Umbrella | Estimate 7 | 7.00 EA | 10.00 EA | 70.00 |

Total: 5,230.00

Reimbursable Personnel Fees

Description

Date-Time

Units

Rate

Actual

Event Operations

Set Up

| | | | | |
|----------------------|-------------------|----------|----------|--------|
| Grounds Attendant | Estimate 16 Hours | 16.00 HR | 19.00 HR | 304.00 |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 19.00 HR | 76.00 |
| Electrician | Estimate 6 Hours | 6.00 HR | 45.00 HR | 270.00 |
| Plumber | TBD | TBD HR | 45.00 HR | TBD |

Event Day

| | | | | |
|------------------------|--------------------------------|---------|----------|--------|
| Grounds Attendant Lead | 10/12/2013 10:00 AM - 07:00 PM | 1.00 EA | 30.00 HR | 270.00 |
| Grounds Attendant | 10/12/2013 10:00 AM - 07:00 PM | 4.00 EA | 19.00 HR | 684.00 |
| Janitorial Attendant | 10/12/2013 10:00 AM - 07:00 PM | 4.00 EA | 19.00 HR | 684.00 |
| Electrician | 10/12/2013 10:00 AM - 07:00 PM | 1.00 EA | 45.00 HR | 405.00 |

| | | | | |
|------------------------|--------------------------------|---------|----------|--------|
| Grounds Attendant Lead | 10/13/2013 09:00 AM - 04:00 PM | 1.00 EA | 30.00 HR | 210.00 |
|------------------------|--------------------------------|---------|----------|--------|

EXHIBIT A

Event Information

| | | | | |
|----------------------|--------------------------------|---------|----------|--------|
| Grounds Attendant | 10/13/2013 09:00 AM - 04:00 PM | 4.00 EA | 19.00 HR | 532.00 |
| Janitorial Attendant | 10/13/2013 09:00 AM - 04:00 PM | 4.00 EA | 19.00 HR | 532.00 |
| Electrician | 10/13/2013 09:00 AM - 04:00 PM | 1.00 EA | 45.00 HR | 315.00 |

Clean Up

| | | | | |
|------------------------|-------------------|----------|----------|--------|
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 HR | 30.00 HR | 150.00 |
| Grounds Attendant | Estimate 15 Hours | 15.00 HR | 19.00 HR | 285.00 |
| Janitorial Attendant | Estimate 10 Hours | 10.00 HR | 19.00 HR | 190.00 |
| Electrician | Estimate 6 Hours | 6.00 HR | 45.00 HR | 270.00 |

Event Sales & Services

| | | | | |
|-------------------|--------------------------------|---------|----------|--------|
| Event Coordinator | 10/12/2013 10:00 AM - 07:00 PM | 1.00 EA | 40.00 HR | 360.00 |
| Event Coordinator | 10/13/2013 09:00 AM - 04:00 PM | 1.00 EA | 40.00 HR | 280.00 |

Guest Relations

| | | | | |
|-------------------------|--------------------------------|---------|----------|--------|
| Security Attendant Lead | 10/12/2013 10:30 AM - 07:30 PM | 1.00 EA | 30.00 HR | 270.00 |
| Security Attendant | 10/12/2013 10:30 AM - 07:30 PM | 4.00 EA | 19.00 HR | 684.00 |
| Security Attendant Lead | 10/13/2013 09:30 AM - 04:30 PM | 1.00 EA | 30.00 HR | 210.00 |
| Security Attendant | 10/13/2013 09:30 AM - 04:30 PM | 4.00 EA | 19.00 HR | 532.00 |

Parking

Set up

| | | | | |
|------------------------|--------------------------------|---------|----------|--------|
| Parking Attendant Lead | 10/11/2013 12:00 PM - 07:00 PM | 1.00 EA | 30.00 HR | 210.00 |
| Parking Attendant | 10/11/2013 12:00 PM - 07:00 PM | 2.00 EA | 19.00 HR | 266.00 |

Outside Services

| | | | | |
|----------------------------|---|---------|---------------|----------|
| Emergency Medical Services | 10/12/2013 10:30 AM - 07:30 PM (Estimate Only) | 2.00 EA | 19.00 HR | 342.00 |
| Emergency Medical Services | 10/13/2013 09:30 AM - 04:30 PM (Estimate Only) | 2.00 EA | 19.00 HR | 266.00 |
| Sound Engineer | 10/12/2013 - 10/13/2013 | 1.00 EA | 500.00 EA/DAY | 1,000.00 |
| State Fire Marshal | Estimate Only (Plan Review and/or Site Inspection) | 1.00 HR | 260.00 HR | 260.00 |

Total: 9,857.00

Summary

| | |
|--|-------------|
| Facility Rental Total | \$12,187.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$15,087.00 |
| Refundable Deposit | \$1,500.00 |

Grand Total: \$28,774.50

Payment Schedule

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment | 06/11/2013 | \$1,000.00 |
| Second Payment | 07/11/2013 | \$9,258.50 |
| Third Payment | 08/12/2013 | \$9,258.00 |
| Fourth Payment | 09/11/2013 | \$9,258.00 |

Total: \$28,774.50

Payment Total: \$28,774.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

EXHIBIT A

Event Information

SAKE and BEER

Should the OC Japan Fair choose to have their own Sake booth and keep all the proceeds, OC Japan Fair agrees to pay for an Ovations supervisor at \$15.00 per hour, and has the option of using the Ovations supervisor as cashier.

OUTSIDE FOOD VENDORS

OCFEC Master Concessionaire will allow the Event Producer to operate independent food booths at \$175.00 for each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per 10'x10' space. The Sake booth will be charged a \$175.00 total regardless of size. Ovations will provide an invoice to OC Japan Fair for the total amount due and will require full payment prior to the start of the event. OC Japan Fair has agreed to allow Ovations to set up five (5) food booths at no charge to Ovations. The five (5) food booths do not include the two (2) beer booths that Ovations will also operate.

HEALTH DEPARTMENT

OC Japan Fair has agreed to be the Health Department coordinator for all of the vendors at their 2013 OC Japan Fair event.

By _____
Naohisa Nakada, Promoter

By _____
Sharon Augenstein, Chief Financial Officer

By _____
Juan Quintero, Ovations - General Manager

REVIEWED _____

DATE August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and GLM, LLC. hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 4 - 6, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The Boardroom

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

\$25,890.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

GLM, LLC.
990 Hammond Drive, Suite 325
Atlanta, GA 30328

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

By _____

By _____

Title: Jody Mosley, Director of Operations

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: The Boardroom
Contact Person: Jody Mosley
Event Date: 10/05/2013 - 10/06/2013

Contract No: R-183-13
Phone: (678) 381-9514
Hours: Saturday: 08:00 AM - 05:00 PM
Sunday: 10:00 AM - 04:00 PM

Admission Price: Adult: TBD Senior: TBD Child: TBD

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 4,000

Facility and/or Area Fees

Friday

Anaheim Building (#16)
Los Alamitos Building (#14)
OC Promenade (The Span)

Facility Rental Fees

Date-Time

10/04/2013 08:00 AM - 08:00 PM
10/04/2013 08:00 AM - 08:00 PM
10/04/2013 08:00 AM - 08:00 PM

Activity

Move In
Move In
Move In

Actual

900.00
1,225.00
900.00

Saturday

Anaheim Building (#16)
Los Alamitos Building (#14)
OC Promenade (The Span)

10/05/2013 08:00 AM - 05:00 PM
10/05/2013 08:00 AM - 05:00 PM
10/05/2013 08:00 AM - 05:00 PM

Event
Event
Event

1,800.00
2,450.00
1,800.00

Sunday

Anaheim Building (#16)
Los Alamitos Building (#14)
OC Promenade (The Span)

10/06/2013 10:00 AM - 04:00 PM
10/06/2013 10:00 AM - 04:00 PM
10/06/2013 10:00 AM - 04:00 PM

Event
Event
Event

1,800.00
2,450.00
1,800.00

Total: 15,125.00

Estimated Equipment Fees

Description

Dumpster
Electrical Splitter Box
Electrical Usage Rate
Forklift
Man Lift
Marquee Board (7 Consecutive Days)
Portable Electronic Message Board
Public Address System (Per Building)
Sweeper

Date-Time

Estimate 10
Estimate 10
Estimate Only
TBD
TBD (Banners)
09/30/2013 - 10/06/2013
10/05/2013 - 10/06/2013
10/05/2013 - 10/06/2013
Estimate 3 Hours

Units

10.00 EA
10.00 EA
1.00 EA
TBD HR
TBD HR
1.00 WK
1.00 EA
3.00 EA
3.00 HR

Rate

18.00 EA
55.00 EA
1,000.00 EVT
75.00 HR
75.00 HR
450.00 WK
75.00 EA/DAY
75.00 EA/DAY
75.00 HR

Actual

180.00
550.00
1,000.00
TBD
TBD
450.00
150.00
450.00
225.00

Total: 3,005.00

Reimbursable Personnel Fees

Description

Event Operations

Set Up

Grounds Attendant
Janitorial Attendant
Electrician

Date-Time

Estimate 10 Hours
Estimate 8 Hours
Estimate 8 Hours

Units

10.00 HR
8.00 HR
8.00 HR

Rate

19.00 HR
19.00 HR
45.00 HR

Actual

190.00
152.00
360.00

Event Days

Grounds Attendant Lead
Grounds Attendant
Janitorial Attendant

10/05/2013 07:00 AM - 05:00 PM
10/05/2013 07:00 AM - 05:00 PM
10/05/2013 07:00 AM - 05:00 PM

1.00 EA
2.00 EA
4.00 EA

30.00 HR
19.00 HR
19.00 HR

300.00
380.00
760.00

Grounds Attendant Lead
Grounds Attendant
Janitorial Attendant

10/06/2013 09:00 AM - 04:00 PM
10/06/2013 09:00 AM - 04:00 PM
10/06/2013 09:00 AM - 04:00 PM

1.00 EA
2.00 EA
4.00 EA

30.00 HR
19.00 HR
19.00 HR

210.00
266.00
532.00

Clean Up

Grounds Attendant Lead
Grounds Attendant
Janitorial Attendant
Electrician

Estimate 6 Hours
Estimate 12 Hours
Estimate 10 Hours
Estimate 8 Hours

6.00 HR
12.00 HR
10.00 HR
8.00 HR

30.00 HR
19.00 HR
19.00 HR
45.00 HR

180.00
228.00
190.00
360.00

EXHIBIT A

Event Information

Event Sales & Services

| | | | | |
|-------------------|--------------------------------|---------|----------|--------|
| Event Coordinator | 10/05/2013 07:00 AM - 05:00 PM | 1.00 EA | 40.00 HR | 400.00 |
| Event Coordinator | 10/06/2013 09:00 AM - 04:00 PM | 1.00 EA | 40.00 HR | 280.00 |

Parking

Set Up

| | | | | |
|------------------------|--------------------------------|---------|----------|--------|
| Parking Attendant Lead | 10/04/2013 08:00 AM - 05:00 PM | 1.00 EA | 30.00 HR | 270.00 |
| Parking Attendant | 10/04/2013 08:00 AM - 05:00 PM | 2.00 EA | 19.00 HR | 342.00 |

Technology

| | | | | |
|----------------------|---|---------|------------|--------|
| Technology Attendant | Flat Fee (<i>Audio Configuration Fee</i>) | 1.00 EA | 100.00 EVT | 100.00 |
|----------------------|---|---------|------------|--------|

Outside Services

| | | | | |
|--------------------|---|---------|-----------|--------|
| State Fire Marshal | Estimate 1 Hour (<i>Plan Review and/or Site Inspection</i>) | 1.00 HR | 260.00 HR | 260.00 |
|--------------------|---|---------|-----------|--------|

Total: 5,760.00

Summary

| | |
|--|-------------|
| Facility Rental Total | \$15,125.00 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$8,765.00 |
| Refundable Deposit | \$2,000.00 |

Grand Total: \$25,890.00

Payment Schedule

Payment Schedule

| | <u>Due Date</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| First Payment | 07/12/2013 | 1,000.00 |
| Second Payment | 08/05/2013 | 12,445.00 |
| Third Payment | 09/04/2013 | 12,445.00 |

Total: \$25,890.00

Payment Total: \$25,890.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The Viking Truck** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 1, 2013 to December 31, 2013**
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:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The Viking Truck

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

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on date agreed upon at time of scheduling. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

The Viking Truck
15281 Columbia Lane
Huntington Beach, CA 92647

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

By _____

By _____

Title: **Heather Beck**Title: **Sharon Augenstein, Chief Financial Officer**

AGREEMENT: R-184-13
DATED: June 21, 2013
WITH: The Viking Truck
PHONE: 714-351-3948
EMAIL: thevikingtruck@gmail.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2013 - December 31, 2013

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that fail to cancel within twenty-four (24) hours of scheduled event are subject to full space rental fee.
- To provide all required documents (as listed below*) prior to arrival at each event.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Trucks will not be allowed to leave early. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2013 EVENTS**

| <u>Event</u> | <u>Day/Date</u> | <u>Hours</u> | <u>Space Rental Fee</u> |
|------------------------------|-------------------------------------|---------------------|--------------------------------|
| Food Truck Fare | Thursday | 11 am - 2 pm | \$35.00 per Event |
| Food Truck Fare (After Dark) | Wednesday Nights | 5:30 pm - 9 pm | \$50.00 per Event |
| 2013 Youth Expo | April 13-14 | 9 am - 5 pm | \$50.00 per Day |
| 2013 OC Fair | July 12-August 11 (Day of Week TBD) | Noon - 10:00 pm | \$400.00 per Day |
| 2013 NYE Block Party | December 31, 2013-January 1, 2014 | 7:30 pm - 1:30 am | \$300.00 |

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown on Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED _____

DATE **June 25, 2013**

APPROVED _____

FAIRTIME

INTERIM

XX**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pulp Fusion** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 1, 2013 to December 31, 2013**
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:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Pulp Fusion

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

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on date agreed upon at time of scheduling. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Pulp Fusion
900 Temple Terrace
Laguna Beach, CA 92651

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

By _____

By _____

Title: **Jennifer Crowl**

Title: **Sharon Augenstein, Chief Financial Officer**

AGREEMENT: R-185-13
DATED: June 25, 2013
WITH: Pulp Fusion
PHONE: 949-497-7446
EMAIL: pulpfusionfoods@gmail.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2013 - December 31, 2013

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that fail to cancel within twenty-four (24) hours of scheduled event are subject to full space rental fee.
- To provide all required documents (as listed below*) prior to arrival at each event.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Trucks will not be allowed to leave early. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2013 EVENTS**

| <u>Event</u> | <u>Day/Date</u> | <u>Hours</u> | <u>Space Rental Fee</u> |
|------------------------------|-------------------------------------|---------------------|--------------------------------|
| Food Truck Fare | Thursday | 11 am - 2 pm | \$35.00 per Event |
| Food Truck Fare (After Dark) | Wednesday Nights | 5:30 pm - 9 pm | \$50.00 per Event |
| 2013 Youth Expo | April 13-14 | 9 am - 5 pm | \$50.00 per Day |
| 2013 OC Fair | July 12-August 11 (Day of Week TBD) | Noon - 10:00 pm | \$400.00 per Day |
| 2013 NYE Block Party | December 31, 2013-January 1, 2014 | 7:30 pm - 1:30 am | \$300.00 |

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown on Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

REVIEWED _____

DATE

August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Wine Society** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **September 06, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Orange County Wine Society Management Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted; the amounts and in the manner set forth below:

\$1,335.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Wine Society
PO Box 11059
Costa Mesa, CA 92627

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

By _____

By _____

Title: **Jim Beard, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: Orange County Wine Society Management Meeting
Contact Person: Jim Beard
Event Date: 09/06/2013

Contract No: R-187-13
Phone: (949) 302-7286
Hours: 6:00 PM - 10:00 PM

Vehicle Parking Fee: No Charge

Projected Attendance: 130

Facility and/or Area Fees

Friday

Baja Blues Restaurant

Facility Rental Fees

Date-Time

09/06/2013 06:00 PM - 10:00 PM

Activity

Event

Actual

650.00

Total: 650.00

Estimated Equipment Fees

Description

Dumpster

Podium

Portable Public Address System
(Wireless Microphone & Stand Included)

Date-Time

Estimate 1

Estimate 1

09/06/2013

Units

1.00 EA

1.00 EA

1.00 EA

Rate

18.00 DAY

25.00 EA

120.00 EA/DAY

Actual

18.00

25.00

120.00

Total: 163.00

Reimbursable Personnel Fees

Description

Event Operations

Grounds Attendant Lead

Grounds Attendant

Date-Time

09/06/2013 06:00 PM - 10:00 PM

09/06/2013 06:00 PM - 10:00 PM

Units

1.00 EA

1.00 EA

Rate

30.00 HR

19.00 HR

Actual

120.00

76.00

Clean Up

Janitorial Attendant

Estimate 4 Hours

4.00 HR

19.00 HR

76.00

Technology

Technology Attendant

Flat Fee (Audio Configuration Fee)

1.00 EA

100.00 EVT

100.00

Total: 372.00

Summary

Facility Rental Total

\$650.00

Estimated Equipment, Reimbursable Personnel and Services Total

\$535.00

Refundable Deposit

\$150.00

Grand Total: \$1,335.00

Payment Schedule

First Payment

Second Payment

Due Date

07/12/2013

08/06/2013

Amount

\$667.50

\$667.50

Total: \$1,335.00

Payment Total: \$1,335.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED _____

DATE August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Starmedia Entertainment LLC hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 25 - 26, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Exposition of The Global Filipino Featuring Ms. Regine Velasquez

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

\$25,592.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Starmedia Entertainment LLC
215 W. Stocker Street, Unit B
Glendale, CA 91202

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

By _____

By _____

Title: Anna Co Puno, President/CEO

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Exposition of The Global Filipino Featuring Ms. Regine Velasquez
 Contact Person: Anna Co Puno
 Event Dates: 10/26/2013

Contract No: R-188-13 REVISED
 Phone: (818) 913-8998
 Hours: Saturday: 09:00 AM - 9:00 PM

Admission Price: Adult: \$10.00 G.A./\$100.00 V.I.P. Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

| Facility and/or Area Fees | | Facility Rental Fees | |
|---------------------------|--------------------------------|----------------------|---------------|
| | <u>Date-Time</u> | <u>Activity</u> | <u>Actual</u> |
| Friday | | | |
| Hangar Building | 10/25/2013 06:00 AM - 11:00 PM | Move In | *1,203.00 |
| Anaheim Building (#16) | 10/25/2013 06:00 AM - 11:00 PM | Move In | *722.00 |
| ½ Main Mall | 10/25/2013 06:00 AM - 11:00 PM | Move In | 312.50 |
| Baja Blues Grass | 10/25/2013 06:00 AM - 11:00 PM | Move In | 200.00 |
| Baja Blues | 10/25/2013 06:00 AM - 11:00 PM | Move In | TBD |
| Saturday | | | |
| Hangar Building | 10/26/2013 09:00 AM - 09:00 PM | Event | *2,406.00 |
| Anaheim Building (#16) | 10/26/2013 09:00 AM - 09:00 PM | Event | *1,444.00 |
| ½ Main Mall | 10/26/2013 09:00 AM - 09:00 PM | Event | 625.00 |
| Baja Blues Grass | 10/26/2013 09:00 AM - 09:00 PM | Event | 400.00 |
| Baja Blues | 10/26/2013 09:00 AM - 09:00 PM | Event | TBD |

* Combined Hangar and Anaheim Building (#16) rental rates are factored to reflect standard rental rate of Costa Mesa Building (#10).
 Relocation from Costa Mesa Building at request of OCFEC.

- Move out must be completed by 11:59 AM on Sunday, October 27, 2013 to avoid additional charges. Total: 7,312.50

| Estimated Equipment Fees | | | | |
|-----------------------------------|------------------|--------------|--------------|---------------|
| <u>Description</u> | <u>Date-Time</u> | <u>Units</u> | <u>Rate</u> | <u>Actual</u> |
| 100 Amp Drop | TBD | TBD EA | 180.00 EA | TBD |
| Barricade | Estimate 5 | 5.00 EA | 15.00 EA | 75.00 |
| Cable Ramp | Estimate 10 | 10.00 EA | 15.00 EA | 150.00 |
| Chair (Hangar Only) ** | Estimate 1,500 | 1,500.00 EA | 2.50 EA | TBD |
| Dumpster | Estimate 15 | 15.00 EA | 18.00 EA | 270.00 |
| Electrical Splitter Box | Estimate 15 | 15.00 EA | 55.00 EA | 825.00 |
| Electrical Usage Rate | Estimate Only | 1.00 EA | 2,000.00 EVT | 2,000.00 |
| Forklift | Estimate 6 Hours | 6.00 HR | 75.00 HR | 450.00 |
| Internet Connection | TBD | TBD EA | TBD | TBD |
| Portable Electronic Message Board | 10/26/2013 | 2.00 EA | 75.00 EA/DAY | 150.00 |
| Scissor Lift (Banners) | Estimate 2 Hours | 2.00 HR | 75.00 HR | 150.00 |
| Sweeper | Estimate 3 Hours | 3.00 HR | 75.00 HR | 225.00 |
| Table (Rectangle) | Estimate 20 | 20.00 EA | 15.00 EA | 300.00 |
| Ticket Booth | Estimate 1 | 1.00 EA | 100.00 EA | 100.00 |
| Umbrella | Estimate 7 | 7.00 EA | 10.00 EA | 70.00 |

** OCFEC does not provide chairs for vendors or outside stages.

Reimbursable Personnel Fees

| Description | Date-Time | Units | Rate | Actual |
|----------------------------------|--------------------------------|----------|----------|----------|
| Event Operations | | | | |
| Set Up | | | | |
| Grounds Attendant | Estimate 16 Hours | 16.00 HR | 19.00 HR | 304.00 |
| Grounds Attendant (Chair Set Up) | Estimate 15 Hours | 15.00 HR | 19.00 HR | TBD |
| Janitorial Attendant | Estimate 4 Hours | 4.00 HR | 19.00 HR | 76.00 |
| Electrician | Estimate 6 Hours | 6.00 HR | 45.00 HR | 270.00 |
| Plumber | TBD | TBD HR | 45.00 HR | TBD |
| Event Day | | | | |
| Grounds Attendant Lead | 10/26/2013 07:00 AM - 09:00 PM | 1.00 EA | 30.00 HR | 420.00 |
| Grounds Attendant | 10/26/2013 07:00 AM - 09:00 PM | 4.00 EA | 19.00 HR | 1,064.00 |
| Janitorial Attendant | 10/26/2013 07:00 AM - 09:00 PM | 4.00 EA | 19.00 HR | 1,064.00 |
| Electrician | 10/26/2013 07:00 AM - 09:00 PM | 1.00 EA | 45.00 HR | 630.00 |

Clean Up

EXHIBIT A

Event Information

| | | | | |
|--|-------------------|----------|----------|--------|
| Grounds Attendant Lead | Estimate 5 Hours | 5.00 HR | 30.00 HR | 150.00 |
| Grounds Attendant | Estimate 15 Hours | 15.00 HR | 19.00 HR | 285.00 |
| Grounds Attendant (<i>Chair Storage</i>) | Estimate 15 Hours | 15.00 HR | 19.00 HR | TBD |
| Janitorial Attendant | Estimate 10 Hours | 10.00 HR | 19.00 HR | 190.00 |
| Electrician | Estimate 6 Hours | 6.00 HR | 45.00 HR | 270.00 |

Event Sales & Services

| | | | | |
|-------------------|--------------------------------|---------|----------|--------|
| Event Coordinator | 10/26/2013 07:00 AM - 09:00 PM | 1.00 EA | 40.00 HR | 560.00 |
|-------------------|--------------------------------|---------|----------|--------|

Guest Relations

| | | | | |
|-------------------------|--------------------------------|---------|----------|--------|
| Security Attendant Lead | 10/26/2013 08:30 AM - 09:30 PM | 1.00 EA | 30.00 HR | 390.00 |
| Security Attendant | 10/26/2013 08:30 AM - 09:30 PM | 4.00 EA | 19.00 HR | 988.00 |

Admissions

Arena Gate

| | | | | |
|-----------------------|--------------------------------|---------|----------|--------|
| Ticket Seller | 10/26/2013 08:00 AM - 08:00 PM | 1.00 EA | 19.00 HR | 228.00 |
| Ticket Seller/Breaker | 10/26/2013 01:00 AM - 07:00 PM | 1.00 EA | 19.00 HR | 114.00 |
| Ticket Taker | 10/26/2013 08:30 AM - 08:30 PM | 2.00 EA | 19.00 HR | 456.00 |
| Admissions Lead | 10/26/2013 08:00 AM - 10:00 PM | 1.00 EA | 30.00 HR | 420.00 |
| Money Room Attendant | 10/26/2013 08:00 AM - 10:00 PM | 1.00 EA | 19.00 HR | 266.00 |

Parking

Set up

| | | | | |
|------------------------|------------------------------|----------|----------|--------|
| Parking Attendant Lead | 10/25/2013 Estimate 10 Hours | 10.00 HR | 30.00 HR | 300.00 |
| Parking Attendant | 10/25/2013 Estimate 20 Hours | 20.00 HR | 19.00 HR | 380.00 |

Technology

| | | | | |
|----------------------|-------------------------------|---------|----------|--------|
| Technology Attendant | 10/26/2013 08:00 AM - 8:00 PM | 1.00 EA | 35.00 HR | 420.00 |
|----------------------|-------------------------------|---------|----------|--------|

Outside Services

| | | | | |
|------------------------------------|---|---------|---------------|--------|
| Emergency Medical Services | 10/26/2013 08:30 AM - 09:30 PM (<i>Estimate Only</i>) | 2.00 EA | 19.50 HR | 507.00 |
| Sound Engineer | 10/25/2013 (<i>Set Up/Sound Check</i>) | TBD EA | 750.00 EA/DAY | 750.00 |
| Sound Engineer | 10/26/2013 | 1.00 EA | 750.00 EA/DAY | 750.00 |
| State Fire Marshal | Estimate Only (<i>Plan Review and/or Site Inspection</i>) | 1.00 HR | 263.00 HR | 263.00 |
| Orange County Sheriff | TBD | TBD EA | TBD | TBD |
| Main Mall Ground Cover/Food Booths | TBD | TBD EA | TBD | TBD |

Total: 11,515.00

Summary

| | |
|--|-------------|
| Facility Rental Total | \$7,312.50 |
| Estimated Equipment, Reimbursable Personnel and Services Total | \$16,280.00 |
| Refundable Deposit | \$2,000.00 |

Grand Total: \$25,592.50

Payment Schedule

Payment Schedule

| | Due Date | Amount |
|----------------|------------|------------|
| First Payment | 08/07/2013 | \$1,000.00 |
| Second Payment | 08/28/2013 | \$8,197.50 |
| Third Payment | 09/11/2013 | \$8,197.50 |
| Fourth Payment | 09/25/2013 | \$8,197.50 |

Total: \$25,592.50

Payment Total: \$25,592.50

Please Remit Payment in *Check Only*

ALL PAYMENTS ARE NON-REFUNDABLE

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds

EXHIBIT A

Event Information

property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

Estimated Additional Admissions Charges.

Credit Card Fees: 2.85%
Ticket Printing Fees: \$0.05 per ticket (all printed tickets will be charged \$0.05 per ticket whether sold or not.)
Cash Handling Fees: TBD

Advanced Ticket Sales: Ticket Master and consignment tickets printed for Starmedia Entertainment.

Admission Revenues minus any additional reimbursable expenses (personnel, services, equipment, admissions charges) will be paid by check to: Starmedia Entertainment, within five (5) business days after the event.

Ovations: All food and beverage service must be discussed with and approved by Ovations, The OCFEC Master Concessionaire.

Title: Anna Co Puno, President/CEO

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

DATE August 9, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Honda Center** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **July 11, 2013**
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:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Honda Center Parking for End of the Season Party

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

\$500.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Honda Center
2695 East Katella Avenue
Anaheim, CA 92806

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

By _____

By _____

Title: Jamie Minkler,
Signature Programs & Special Events Manager

Title: Sharon Angenstein, Chief Financial Officer

EXHIBIT "A"

Event Name: End of the Season Party Parking
Contact Person: Jamie Minkler
Event Dates: 07/11/2013

Contract No: R-189-13
Phone: (714) 704-2628
Hours: 04:00 PM - 10:00 PM

Projected Attendance: 60 Vehicles

LOCATION(S):

Parking Lot E..... \$ 500.00

RENTER AGREES:

- To provide proof of insurance prior to July 11, 2013.
- Honda Center guests will park in Parking Lot E off of Arlington. Entering Gate 4.
- VIP Limo will pick up and drop off guests in Lot E.
- To notify the District (OCFEC) of any accident that takes place during parking. The Guest Relations Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property by 11:00 PM on July 11, 2013.
- Alcohol brought on grounds by exhibitors, attendees or show personnel is strictly prohibited.
- Loud noises are not allowed on the property at any time due to the vicinity of the adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and OC Marathon hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 4, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair Fnn Run

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

See Exhibit A

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

OC Marathon
4500 Campus Dr.
Newport Beach, CA 92660

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

By _____

By _____

Title: Gary Kutscher, Chief Executive Officer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: OC Fair Fun Run
Contact Person: Gary Kutscher
Event Date: 08/04/2013

Contract No: R-195-13
Phone: (714) 330-8048
Hours: Race Hours: 8:00 AM - 09:30 AM

Projected Attendance: 1,500 - 3,000

Vehicle Parking Fee: It has been mutually agreed that all vehicles on event days will be charged \$10.00 for general parking, except for OC Marathon Volunteers and Staff.

Admissions: Fun Run participants will be allowed to remain inside the OC Fair after the completion of the race. Each will be given one (1) general admission ticket in the race goodie bag for return admission to the OC Fair any day through August 11, 2013.

| Facility and/or Area Fees | | Facility Rental Fees | | Activity | Actual |
|---------------------------|--|--------------------------------|--|---------------|--------------------------|
| | | Date-Time | | | |
| Sunday | | | | | |
| OC Fair Fun Run Route | | 08/04/2013 05:00 AM - 11:00 AM | | Event | *See Facility Rental Fee |
| | | | | Total: | *See Facility Rental Fee |

***Facility Rental Fee:**

It has been mutually agreed that the OCFEC (District) will receive 50% of any net revenue from registration fees after expenses from the OC Marathon. OC Marathon will provide the OCFEC (District) with any and all registration reports whether from Active.com or another source. The registration reports will serve as OCFEC (District) reconciliation of the 50% gross registration revenue. These reports are due to the OCFEC (District) by no later than Tuesday, August 30, 2013.

- **Event Details:**
 - The Marathon and the OCFEC (District) will co-produce and market the OC Fair Fun Run.
 - The event name, and OC Fair Fun Run logo is the property of the OCFEC (District).
 - The estimated attendance is 1,500 - 3,000 participants.
 - The OC Marathon and the OCFEC (District) will split the net proceeds of the event.
 - Soft costs such as salaried staff time will not be charged against the event by either the OC Marathon or the OCFEC (District).
- **OC Fair and Event Center Agrees to:**
 - Provide access to the facility on the event day from approximately 5:00 AM to 11:00 AM.
 - Incorporate four (4) "Detours of Fun" into the race route including the Giant Slide, two (2) RCS games, and a photo opportunity on the Pacific Amphitheatre stage, and to work with the OCFEC's carnival contractor to provide prizes for game participants.
 - Participants will be granted access to the OC Fair at the end of the race, and the OC Fair will provide one general admission ticket to each PAID participant to return to the OC Fair.
 - Provide volunteers and staff of the OC Marathon free parking the morning of the event until parking sales commence for the OC Fair. No fees shall be charged for cars left in the parking lot.
- **The OC Marathon agrees to:**
 - Abide by all applicable rules and regulations in the 2013 Commercial Space and Concessions Program Handbook. (http://www.ocfair.com/ocf2/event_planning/Docs/2013HandbookFinalPrint-r4-11.pdf)
 - Provide the OCFEC (District) with a signed original certificate of insurance that conforms to the insurance requirements on pages 21-22 of the 2013 Commercial Space and Concessions Program Handbook.
 - Use the same race route as 2012. Any changes to the route must receive OCFEC (District) approval prior to the date of the race.
 - Provide a photographer for the "Detour of Fun" photo opportunity on the Pacific Amphitheatre stage.
 - Work with the OCFEC's Creative Services, Marketing and Communications Departments to develop a marketing and communications plan. All marketing materials, collateral, web content and publication placement must be reviewed and approved by the OCFEC (District) prior to release.
 - Submit a financial report representing actual expenses and revenues to the OCFEC (District) by no later than August 30, 2013. This report shall be supported with proper expense invoices, receipts and registration reports

EXHIBIT A

Event Information

from Active.com. The report is subject to audit by the OCFEC (District), and shall serve as the reconciliation and settlement document between the OC Marathon and the OCFEC (District). Payment shall be remitted to the OCFEC (District) within 60 days of the event.

- Rent all equipment needed to execute a 5k race, and that the OC Marathon will not be using OCFEC (District) equipment. If OCFEC (District) equipment is needed, the published rates will be charged to the event and recapped in the settlement.
- Race fees shall be:
 - Pre-Sale (first 48 hours): \$25 for adults and \$15 for children
 - Pre-Sale (beginning June 7): \$30 for adults and \$20 for children
 - Pre-Sale (July 1 through August 2): \$35 for adults and \$25 for children
 - Day of Race: \$40 for adults and \$30 for children
 - Children under 5 years of age are free
 - Provide all participants with a commemorative finisher's medal, and each PAID entry with an event t-shirt.

Summary

Facility Rental Total

Estimated Equipment, Reimbursable Personnel and Services Total

*See Facility Rental Fee

*See Facility Rental Fee

Grand Total: *See Facility Rental Fee

Payment Total: *See Facility Rental Fee

Title: Gary Kutscher, Chief Executive Officer

Title: Sharon Augenstein, Chief Financial Officer

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.



R _____

A _____

AMENDMENT TO PACIFIC SYMPHONY MUSIC FESTIVAL RENTAL AGREEMENT

DATE: August 5, 2013

RENTAL AGREEMENT: R-097-13

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITIONS TO EXHIBIT A: FACILITY RENTAL

| Facility and/or Area Fees | Date-Time | Activity | Actual |
|--|-------------------------------|----------|------------------------|
| Wednesday Pacific Amphitheatre | 08/21/2013 | Move In | Included |
| Thursday Pacific Amphitheatre | 08/22/2013 5:30 PM - 10:00 PM | Event | Included |
| Friday Pacific Amphitheatre | 08/23/2013 5:30 PM - 10:00 PM | Event | Included |
| Saturday Pacific Amphitheatre | 08/24/2013 5:30 PM - 10:00 PM | Event | Included |
| Sunday Pacific Amphitheatre | 08/25/2013 5:30 PM - 10:00 PM | Event | Included |
| Monday Pacific Amphitheatre | 08/26/2013 | Move Out | Included |
| | | | Total: Included |

ADDITIONS TO EXHIBIT A: EQUIPMENT RENTAL:

| Description | Date-Time | Units | Rate | Actual |
|---|---|---------|---------------|--------------------|
| Marquee Board (7 Consecutive Days) | 08/19/2013 - 08/25/2013 | 1.00 EA | 450.00 WK | Included |
| Pacific Amphitheatre Stage Equipment | | | | |
| Classic Rentals | Estimate Only (Tables, chairs, vinyl curtains, etc) | 1.00 EA | 1,000.00 WK | 1,000.00 |
| Cort Furniture Rental | Estimate Only | 1.00 EA | 300.00 WK | 300.00 |
| Lighting | Estimate Only (Includes spot lights in towers) | 1.00 EA | 13,574.00 WK | 13,574.00 |
| Sound | Estimate Only | 1.00 EA | 40,190.00 WK | 40,190.00 |
| Video | Estimate Only | 1.00 EA | 30,826.92 WK | 30,826.92 |
| FOH Boards | TBD | TBD EA | TBD WK | TBD |
| Stage Monitor System | TBD | TBD EA | TBD WK | TBD |
| | | | Total: | \$85,890.92 |



ADDITIONS TO EXHIBIT A: PERSONNEL:

| Description | Date-Time | Units | Rate | Actual |
|--------------------------------------|---|---------|----------|--------|
| Security Attendant – Overnight/Stage | 08/19/2013 05:00 PM - 08/20/2013 11:00 PM | 1.00 EA | 19.00 HR | 570.00 |
| Security Attendant – Overnight/Stage | 08/20/2013 11:00 PM - 08/21/2013 11:00 PM | 1.00 EA | 19.00 HR | 456.00 |
| Security Attendant – Overnight/Stage | 08/21/2013 11:00 PM - 08/22/2013 11:00 PM | 1.00 EA | 19.00 HR | 456.00 |
| Security Attendant – Overnight/Stage | 08/22/2013 11:00 PM - 08/23/2013 11:00 PM | 1.00 EA | 19.00 HR | 456.00 |
| Security Attendant – Overnight/Stage | 08/23/2013 11:00 PM - 08/24/2013 11:00 PM | 1.00 EA | 19.00 HR | 456.00 |
| Security Attendant – Overnight/Stage | 08/24/2013 11:00 PM - 08/25/2013 11:00 PM | 1.00 EA | 19.00 HR | 456.00 |
| Security Attendant – Overnight/Stage | 08/25/2013 11:00 PM - 08/26/2013 05:00 PM | 1.00 EA | 19.00 HR | 342.00 |

Total: \$3,192.00

ADDITIONS TO EXHIBIT A: SERVICES:

| Description | Date-Time | Units | Rate | Actual |
|--|-------------------|----------|---------------|-----------|
| Creative Services – Design/Signage | Estimate 10 Hours | 10.00 EA | 45.00 HR | 450.00 |
| <u>Wavelength Festival Signage</u> | | | | |
| Stage Scrim Banner (780" x 60") | 1 Banner | 1.00 EA | \$975.00 EA | 975.00 |
| Sound Board Banner (149.40" x 192") | 2 Banners | 2.00 EA | \$600.00 EA | 1,200.00 |
| Black Wall Banner (116" x 162") | 2 Banners | 2.00 EA | \$405.00 EA | 810.00 |
| (Box Office) | | | | |
| Bench Back Decals (20" x 9") | 10 Decals | 10.00 EA | \$45.00 EA | 450.00 |
| Billboard Mid-Month Snipe | 1 Snipe | 1.00 EA | \$1,800.00 EA | In Rental |
| <u>Sponsorship Signage</u> | | | | |
| Stage Scrim Banner (480" x 60" Slide 1) | 2 Banners | 2.00 EA | \$600.00 EA | 1,200.00 |
| Stage Scrim Banner (175" x 375" Slide 2) | 2 Banners | 2.00 EA | \$1,395.00 EA | 2,790.00 |
| Sintra Sign (60" x 72" Slide 4 on | 6 Signs | 6.00 EA | \$120.00 EA | 720.00 |
| Berm fence line) | | | | |
| Decal (93' x 23.75" on LED Board sides) | 2 Decals | 2.00 EA | \$175.00 EA | 350.00 |
| Black Triangle Trussing (on back of Box | 1 Truss | 1.00 EA | \$750.00 EA | 750.00 |
| Office) | | | | |
| Mercedes VIP Box Decal | 3 Decals | 3.00 EA | \$25.00 EA | 75.00 |
| Installation Charge(s) | 1 Install | 1.00 EA | \$1,500.00 EA | 1,500.00 |

(Above signage package design, fabrication & installation to be billed at final settlement)

Total: \$11,270.00

ADDITIONS TO EXHIBIT A:

- 1) Pacific Symphony agrees to pay a \$5,000 fee in exchange for the OC Fair relinquishing its plan to commemorate the 40th Anniversary of the Pink Floyd recording, Dark Side of the Moon. Pacific Symphony will make this payment in the final settlement of the Wavelength Festival on or about August 26, 2013. Pacific Symphony will be permitted to include a spot on The Hangar video screen that is consistent with duration and frequency of OC Fair & Event Center spots run for the Action Sports Arena, The Hangar and The Pacific Amphitheatre. The Hangar Box Office will sell Wavelength Festival tickets during box office operating hours throughout the OC Fair. By mutual agreement of method, Pacific Symphony may also promote Wavelength through ticket giveaways to attendees at the August 3, 2013 Which One's Pink (Pink Floyd tribute) performance at The Hangar. All advertising, marketing and/or promotion, including ticket giveaways, will be preapproved by and at the discretion of the OC Fair.
- 2) The Wavelength Festival will take place in the Pacific Amphitheatre on August 22 through August 25, 2013. This change in date will require Pacific Symphony to pay for any hard costs that are incurred for any holdover of amphitheatre production including lights, sound, video and any other production amenities that are part of the OC Fair production and operations rentals. Pacific Symphony reserves the right to seek its own production elements, excluding audio system, should the cost be less for those items than what would otherwise be incurred in renting those items through the OC Fair. Pacific Symphony may use a non-Fair vendor for stage monitor systems and the FOH console and electronics.



- 3) The OC Fair and Pacific Symphony will enter into a cross promotion where all ticketholders to Wavelength will be granted one free admission to the July 12 through August 11, 2013 OC Fair. One line of text space will be required on each Wavelength ticket to specify that same ticket will provide admission to the OC Fair. This promotion, using the OC Fair logo and dates, will also be included in Wavelength advertising materials.
- 4) The Pacific Symphony will rent the OC Fair & Event Center property billboard for a one month period from on or about August 12, 2013 through on or about September 12, 2013 for the purpose of promoting the Wavelength Music Festival. *In final settlement*, the Pacific Symphony will reimburse the OC Fair & Event Center for \$11,750 to include one month rental of the property billboard, printing of the billboard and snipe, and installation of the billboard and snipe. The Symphony will also utilize the creative design services of the OC Fair & Event Center Creative Services Department at a cost of \$45/hour.

(40th Anniversary Commemoration relinquishment and billboard rental fees to be billed in final settlement)

Total: \$16,750.00

Summary

Facility Rental Total
Estimated Equipment, Reimbursable Personnel and Services Total

Included
\$117,102.92

Grand Total: \$117,102.92

Payment Schedule

Payment Schedule

First Payment
Settlement Payment

| <u>Due Date</u> | <u>Amount</u> |
|-----------------|---------------|
| 08/19/2013 | \$89,082.92 |
| Settlement | \$28,020.00 |

Total: \$117,102.92

Pacific Symphony
3631 S. Harbor Boulevard Suite 100
Santa Ana, CA 92704

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

By _____
Title: John E. Forsythe, President

By _____
Title: Doug Lofstrom, Chief Executive Officer

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of August 15, 2013

| JOINT POWERS AUTHORITY | PROJECT # | PROJECT DATE | PROJECT DESCRIPTION | PRIMARY CONTRACTOR | APPROVED PROJECT TOTAL | PROJECT NOTES |
|-------------------------------------|-----------------|--------------|--|-------------------------------------|------------------------|---------------|
| Continuing | | | | | | |
| California Fair Financing Authority | 03211031, Arch | 01/18/13 | Pacific Amphitheatre Renovation - Architecture | MAKE Architecture | \$575,792.00 | |
| California Fair Financing Authority | 03211031, Geo | 01/18/13 | Pacific Amphitheatre Renovation - Geotechnical | Willdan Geotechnical | \$21,001.00 | |
| California Fair Financing Authority | 03211031, Const | 01/10/12 | Pacific Amphitheatre Renovation - Phase I Construction | Innovative Construction Solutions | \$2,022,634.00 | |
| California Fair Financing Authority | 03212033 | 09/28/12 | Asphalt Repair & Speed Bump Install | Century Paving | \$41,441.57 | |
| California Fair Financing Authority | C0732X.454 | 02/01/12 | Main Mall Renovation | Sanders Construction | \$3,402,000.00 | |
| California Fair Financing Authority | C0032X.424 | 04/02/12 | Master Plan | LSA Associates, Inc. | \$20,000.00 | |
| California Fair Financing Authority | 03212034 | 11/07/12 | Gate 7 Improvements | A.T. Construction | \$84,240.00 | |
| California Fair Financing Authority | 03212035 | 11/08/12 | Capital Improvements Contract Coordination and Support | California Fair Financing Authority | \$51,500.00 | |
| California Fair Financing Authority | 03212037 | 11/15/12 | Soils Analysis | Willdan Geotechnical | \$9,486.30 | |
| California Fair Financing Authority | 03212038 | 11/26/12 | Re-Roof Courtyard Restroom | McClain Roofing, Inc. | \$7,416.00 | |
| California Fair Financing Authority | 03212040 | 11/30/12 | Stucco Courtyard Restroom | DCS Plastering | \$24,440.00 | |
| California Fair Financing Authority | 03212042 | 12/04/12 | Paint Steel Structure at Centennial Farm | Painting Unlimited, Inc. | \$13,416.00 | |
| California Fair Financing Authority | 03212041 | 01/18/13 | Courtyard Restroom Framing | All Family Construction, Inc. | \$18,200.00 | |
| California Fair Financing Authority | 03213003 | 01/14/13 | Gate 1 Improvements | A.T. Construction | \$14,040.00 | |
| California Fair Financing Authority | 03213004 | 01/11/13 | Reroof Santa Ana Pavilion | Pre-Fab Builders, Inc. | \$132,855.03 | |
| California Fair Financing Authority | 03213007 | 01/28/13 | Varco Pruden Metal Panel Update | Pre-Fab Builders, Inc. | \$9,101.08 | |
| California Fair Financing Authority | 03213008 | 02/12/13 | Gate 1 Phase II Stone Work | A.T. Construction | \$20,291.00 | |
| California Fair Financing Authority | 03213016 | 03/26/13 | Color Coat Courtyard | DCS Plastering | \$15,570.88 | |
| California Fair Financing Authority | 03213031, Bid | 05/17/13 | Pac Amp Phase II - Solicitation of Bids | CFFA | \$88,536.00 | |
| New | | | | | | |
| California Fair Financing Authority | 03213006 | 06/10/13 | Pac Amp Campground PMT Upgrade-Solicitation of Bids | CFFA | \$16,011.00 | |
| California Fair Financing Authority | 03213031, Const | 08/15/13 | Pac Amp Berm Renovation - Phase II | CFFA | \$12,806,857.70 | |
| Revision/Amendment | | | | | | |
| | | | | | | |

New Joint Powers Authority Agreements

June 2013



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

To: Rebecca Desmond, Deputy Executive Director Date: June 10, 2013
California Fairs Financing Authority

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 13-006 (CFFA Project No. 03213006)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association (DAA) ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Estimated Project Management Fees for the PacAmp Campground PMT Upgrade-Solicitation of Bids project at the Pacific Amphitheater/RV Campground.

SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct costs and third party charges for the Electrical Upgrade "Solicitation for Bids" cost". These costs are estimated to be in the amount of **SIXTEEN THOUSAND, ZERO HUNDRED ELEVEN DOLLARS (\$16,011.00)**. These costs shall be paid in advance, or as directed by Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The OCFEC's obligation to pay the "Solicitation for Bid" costs to the Authority shall survive termination of this LOU.

ACCEPTED BY:

Rebecca Desmond, Deputy Executive Director
California Fair Services Authority

Date

6/10/13

APPROVED BY:

Doug Lofstrom, CEO
Orange County Fair & Event Center

Date

6/11/13



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

EXHIBIT A

June 10, 2013

**Project No. 03213006- Solicitation of Bid Process for Electrical Upgrade
Re: 32nd District Agricultural Association (DAA) -PacAmp/Campground PMT Upgrade**

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work (SOW) and assumptions:

- A. The site of the proposed project is at the 32nd District Agricultural Association (DAA).
- B. CFFA will conduct plan review prior to preparation for solicitation
- C. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

This estimated cost proposal is for the Solicitation of Bid process only, and is associated with the upgrade of the electrical services and its connection to Southern California Edison (SCE) utilities. Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities.

This SOW is for the "Solicitation of Bids" process only. Upon receipt and acceptance of the bid results, OCFEC approval of the bid, and awarding of the project to the lowest qualified bidder, CFFA will draft a new Letter of Understanding (LOU) for the actual construction, connection, activation, inspection and management of the new project. The Project Management fees will be for 6% of the awarded project cost plus direct third party, i.e. consultants, and reimbursable costs, i.e. advertising.

The estimated costs for CFFA to provide the "Solicitation to Bid" for the Electrical Upgrade is \$16,011, a breakdown of this cost is presented below. This "Solicitation to Bid" support fee is comprised of plan review, document preparation, advertising, job walk, response to RFI, and review of submitted bids. The Project Administration/Management Fees will be accounted in our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of the electrical upgrade project. Should the Fair elect not to proceed with the said electrical upgrade upon the completion of this "Solicitation of Bids" LOU, CFFA will provide the Fair with an accounting of the actual costs incurred and the project Administration/Management Fees, as presented below, will be considered payment in full.

**Pacific Amphitheater/Camp Ground PMT Electrical Upgrade
(Solicitation of Bids)**

| | | |
|--|----|--------------|
| Project Administration/Management Fees | \$ | 6,342.00 |
| Estimated Outside Services (Consultant Fees, etc.) | \$ | 6,500.00 |
| Estimated Reimbursable Costs (Travel, Advertising, etc.) | \$ | 3,169.00 |
| Total Estimated Fees/Costs | | \$ 16,011.00 |

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids" project, it is expected that the project will be completed within a three (3) month period from June 2013 to August 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA, which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project, that has yet to be compensated, will be paid directly by the Fair to the contractor within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA will engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU. This includes, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair will be provided with documentation and verification of all reimbursable and third party direct costs. However, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-006, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-006, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

Joint Powers Authority

Invoices Paid in June 2013
NONE

Joint Powers Authority

Invoices Paid in July 2013



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95813
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001178
Invoice Date: 4/11/2013
Customer Code: 32nd
Project: 03212035
Cap Improve Contract Coordination

| Description | Amount |
|--|--------------------|
| Reimbursement-Khrls Cummings-Wages | 11,280.00 |
| Reimbursement-Khrls Cummings-Taxes | 163.56 |
| Reimbursement-Khrls Cummings-PERS Employer | 1,505.21 |
| CFFA Project Admin Fees per LOU 12- | 395.08 |
| | \$13,343.85 |

Check #: E115343792
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$13,343.85
Sales Tax: 0.00
Invoice Total: \$13,343.85



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCIAL
DESIGN
CONSTRUCTION

Payment Authorization

Date: 5/10/2013

Amount: \$13,343.85

Vendor Name: CFFA

Invoice No.: 001178

Invoice Date: 04/11/2013

Project No.: 03212035

Project Name: Capital Improvement Contract Coordination


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

Payroll Checks Listing

Check Register

CFSA

Katherine La Turneau

Page 1

4/15/2013 9:31:24AM

| Batch - Entry # | Employee | Check Date | Pay | Ded/Tax | Net Pay |
|-----------------------------|----------------------------|--------------------------|----------|---------|----------|
| PR#21 - 144 | 1074 - Khristi J. Cummings | 10/23/2012 | 2,400.00 | 513.69 | 1,886.31 |
| Payroll Run: B - 10/23/2012 | | Period Begin: 10/7/2012 | | | |
| Description: | | Period End: 10/20/2012 | | | |
| Merge #: 24078 | | Pay Periods/Yr: 26 | | | |
| Liability Account: 202-00-A | | GL Batch: PR | | | |
| Bank Account: 101-00-A | | | | | |
| Work Date | PRCode | Description | Source | Rate | Result |
| 10/20/2012 | Pay.RegPT | Regular Part Time | 80.00 | 30.00 | 2,400.00 |
| 10/20/2012 | Ded.PERS7 | PERS 7% | 2,400.00 | 7.0000 | 168.00 |
| 10/20/2012 | Ded.R.PERS | Employer, PERS | 2,400.00 | 13.3440 | 320.26 |
| 10/20/2012 | Tax.CA | CA Income Tax | 2,232.00 | 0.00 | 56.28 |
| 10/20/2012 | Tax.USA | USA Income Tax | 2,232.00 | 0.00 | 254.61 |
| 10/20/2012 | Tax.Med | Medicare | 2,400.00 | 1.45 | 34.80 |
| 10/20/2012 | Tax.MedER | Medicare - Employer | 2,400.00 | 1.45 | 34.80 |
| PR#22 - 143 | 1074 - Khristi J. Cummings | 11/13/2012 | 2,400.00 | 513.69 | 1,886.31 |
| Payroll Run: B - 11/13/2012 | | Period Begin: 10/21/2012 | | | |
| Description: | | Period End: 11/3/2012 | | | |
| Merge #: 24125 | | Pay Periods/Yr: 26 | | | |
| Liability Account: 202-00-A | | GL Batch: PR | | | |
| Bank Account: 101-00-A | | | | | |
| Work Date | PRCode | Description | Source | Rate | Result |
| 11/3/2012 | Pay.RegPT | Regular Part Time | 80.00 | 30.00 | 2,400.00 |
| 11/3/2012 | Ded.PERS7 | PERS 7% | 2,400.00 | 7.0000 | 168.00 |
| 11/3/2012 | Ded.R.PERS | Employer, PERS | 2,400.00 | 13.3440 | 320.26 |
| 11/3/2012 | Tax.CA | CA Income Tax | 2,232.00 | 0.00 | 56.28 |
| 11/3/2012 | Tax.USA | USA Income Tax | 2,232.00 | 0.00 | 254.61 |
| 11/3/2012 | Tax.Med | Medicare | 2,400.00 | 1.45 | 34.80 |
| 11/3/2012 | Tax.MedER | Medicare - Employer | 2,400.00 | 1.45 | 34.80 |
| PR#23 - 143 | 1074 - Khristi J. Cummings | 11/20/2012 | 2,400.00 | 513.69 | 1,886.31 |
| Payroll Run: B - 11/20/2012 | | Period Begin: 11/4/2012 | | | |
| Description: | | Period End: 11/17/2012 | | | |
| Merge #: 24156 | | Pay Periods/Yr: 26 | | | |
| Liability Account: 202-00-A | | GL Batch: PR | | | |
| Bank Account: 101-00-A | | | | | |
| Work Date | PRCode | Description | Source | Rate | Result |
| 11/17/2012 | Pay.RegPT | Regular Part Time | 80.00 | 30.00 | 2,400.00 |
| 11/17/2012 | Ded.PERS7 | PERS 7% | 2,400.00 | 7.0000 | 168.00 |
| 11/17/2012 | Ded.R.PERS | Employer, PERS | 2,400.00 | 13.3440 | 320.26 |
| 11/17/2012 | Tax.CA | CA Income Tax | 2,232.00 | 0.00 | 56.28 |
| 11/17/2012 | Tax.USA | USA Income Tax | 2,232.00 | 0.00 | 254.61 |
| 11/17/2012 | Tax.Med | Medicare | 2,400.00 | 1.45 | 34.80 |
| 11/17/2012 | Tax.MedER | Medicare - Employer | 2,400.00 | 1.45 | 34.80 |
| PR#25 - 175 | 1074 - Khristi J. Cummings | 12/18/2012 | 3,120.00 | 718.75 | 2,401.25 |
| Payroll Run: B - 12/18/2012 | | Period Begin: 12/2/2012 | | | |
| Description: | | Period End: 12/15/2012 | | | |
| Merge #: 24244 | | Pay Periods/Yr: 26 | | | |
| Liability Account: 202-00-A | | GL Batch: PR | | | |
| Bank Account: 101-00-A | | | | | |
| Work Date | PRCode | Description | Source | Rate | Result |
| 12/15/2012 | Pay.RegPT | Regular Part Time | 104.00 | 30.00 | 3,120.00 |
| 12/15/2012 | Ded.PERS7 | PERS 7% | 3,120.00 | 7.0000 | 218.40 |
| 12/15/2012 | Ded.R.PERS | Employer, PERS | 3,120.00 | 13.3440 | 416.33 |
| 12/15/2012 | Tax.CA | CA Income Tax | 2,901.60 | 0.00 | 109.06 |
| 12/15/2012 | Tax.USA | USA Income Tax | 2,901.60 | 0.00 | 355.05 |
| 12/15/2012 | Tax.Med | Medicare | 3,120.00 | 1.45 | 45.24 |

Payroll Checks Listing

Check Register

CFSA

Katherine La Turneau

Page 2

4/15/2013 9:31:24AM

| Batch - Entry # | Employee | Check Date | Pay | Ded/Tax | Net Pay |
|--|-------------------------------|---------------------|-----------|----------|----------|
| 12/15/2012 | Tax.MedER | Medicare - Employer | 3,120.00 | 1.45 | 45.24 |
| PR#26 - 166 | 1074 - Khristi J. Continkings | 12/31/2012 | 960.00 | 149.51 | 810.49 |
| Payroll Run: D - 12/31/2012 Description: Merge #: 24274 Liability Account: 202-00-A Bank Account: 101-00-A | | | | | |
| Period Begin: 12/16/2012 Period End: 12/29/2012 Pay Periods/Yr: 26 GL Batch: PR | | | | | |
| Work Date | PRCode | Description | Source | Rate | Result |
| 12/29/2012 | Pay.RegPT | Regular Part Time | 32.00 | 30.00 | 960.00 |
| 12/29/2012 | Ded.PERS7 | PERS 7% | 960.00 | 7.0000 | 67.20 |
| 12/29/2012 | Ded.R.PERS | Employer, PERS | 960.00 | 13.3410 | 128.10 |
| 12/29/2012 | Tax.CA | CA Income Tax | 892.80 | | 10.26 |
| 12/29/2012 | Tax.USA | USA Income Tax | 892.80 | | 58.13 |
| 12/29/2012 | Tax.Med | Medicare | 960.00 | 1.45 | 13.92 |
| 12/29/2012 | Tax.MedER | Medicare - Employer | 960.00 | 1.45 | 13.92 |
| Grand Totals | | | 11,280.00 | 2,409.33 | 8,870.67 |
| Checks: 5 | | | | | |

Received Time Jun. 19, 2013 2:45PM No. 8376

[illegible]

— Attach yellow copy of Take-off Request Form (T-1

Received Time Jun. 19. 2013 2:45PM No. 8376

CFSA
Name: **Kristi Cummings**

Time Sheet

| Sun | Mon | Tue | Wed | Thur | Fri | Sat | Sun | Mon | Tue | Wed | Thur | Fri | Sat |
|-------------------------------------|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|------|-----|-----|
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| OT 32X 455 OT 32X 455 - Computer | | | | | | | | | | | | | |
| Total Exempted CTO | | | | | | | | | | | | | |
| Personal | | | | | | | | | | | | | |
| Personal: Holiday | | | | | | | | | | | | | |
| Vacation | | | | | | | | | | | | | |
| Sick Leave | | | | | | | | | | | | | |
| Pre-Approved CTO | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| Total Hours | | | | | | | | | | | | | |
| Hours Paid | | | | | | | | | | | | | |
| Reason for Absence | | | | | | | | | | | | | |

Kristi Cummings
Employee Signature

[Signature]
Approval Signature

10/19/2012
Date

11-16-13
Date

Attach yellow copy of Time-of-Request Form (if used)

Form Timed 12-1 to 11-12-12XLS

Received Time Jun. 19. 2013 2:45PM No. 8376

[illegible]

Received Time Jun. 19. 2013 2:45PM No. 8376

Payable
25

12/15/2012

CFSA

Time Sheet

Name: **Kristi Cummings**

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Sun |
|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 007122212 | | | | | | | | | | | | | | | |
| 007122212 - Compuls | | | | | | | | | | | | | | | |
| First 8 hours / CTO | | | | | | | | | | | | | | | |
| Monday | | | | | | | | | | | | | | | |
| Personal Holiday | | | | | | | | | | | | | | | |
| Vacation | | | | | | | | | | | | | | | |
| Sick Leave | | | | | | | | | | | | | | | |
| Pre-approved CTO | | | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | | | |
| Total Hours | | | | | | | | | | | | | | | |
| Hours Paid | | | | | | | | | | | | | | | |
| Reason for absence | | | | | | | | | | | | | | | |

Kristi Cummings

Employee Signature

[Signature]

Approval Signature

12/17/2012

Date

12-17-12

Date

-- Attach yellow copy of Time-off Request Form (if used)



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001184
Invoice Date: 4/15/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|--|------------|
| Contingency Funds-Additional Road Plates per CFFA PO 17469 | 8,266.32 |
| CFFA Project Admin Fees 3% per LOU 12-031- Contingency Funds | 247.99 |
| | \$8,514.31 |

Check #: E115360446
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$8,514.31
Sales Tax: 0.00
Invoice Total: \$8,514.31



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 5/10/2013

Amount: \$8,514.31

Vendor Name: CFFA for United Rentals

Invoice No.: 001184

Invoice Date: 4/15/2013


Project No.: 03211031


Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX



RENTAL QUOTE

109686356

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

Customer

CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO, CA 95815

Customer Number : 1073599
Quote Date : 3/15/13
Estimated Out : 4/15/13 12:00 PM
Estimated In : 4/29/13 12:00 PM
Job Location : 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : QUOTE
Ordered By : KHRISTI CUMMINGS
Written By : JRIOS1
Salesperson : 9066

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Estimated Amt. |
|---------------------|-------------|---------------------------------|---------|------|-------|--------|----------------|
| Qty | Equipment | | | | | | |
| 272 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 7,616.00 |
| | Price Quote | | | | | | |
| 1 | 944/9895 | CROSSING PLATE LIFT SCREW 1.25" | 19.00 | 3.00 | 19.00 | 74.00 | 38.00 |
| Rental Subtotal: | | | | | | | 7,654.00 |
| Agreement Subtotal: | | | | | | | 7,654.00 |
| Tax: | | | | | | | 612.32 |
| Estimated Total: | | | | | | | 8,266.32 |

COMMENTS/NOTES:

Price Quote

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone (916) 263-6191 Fax (916) 648-2073
cfcfa@cfcsa.org

Purchase Order

P.O. Number

17469

Vendor: United Rentals
Attn: John Rios
jrios1@ur.com
Long Beach #064 Location

Date: 4/15/13
Phone: 562-432-5158

Ship Via: Delivered
Delivery Date: 4/15/13 - 4/29/13
F.O.B. SHIPPING POINT
Terms: NET 30

Ship to: CFFA/32nd DAA Orange Co. Fair
88 Fair Drive
Costa Mesa, CA 92626

Bill to: California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Please enter our order for goods listed below & notify us immediately if you are unable to ship complete order by promised delivery date.

| Quantity | Unit | Part # | Description | Unit Price | Total |
|----------|------|----------|---|---------------|-------------|
| 272 | on | 944/9924 | 5x10' Road Plates, @ \$2 rate per day for 14 days | 28.00 | 7,616.00 |
| | | | | | 0.00 |
| 1 | on | 944/9896 | 1.25" Crossing Plate Lift Screw | 38.00 | 38.00 |
| | | | | | 0.00 |
| | | | PacAmp Phase I Berm 03211031 | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | Quote# 109686356 by John Rios | | 0.00 |
| | | | Continued for 2 more weeks of rentals | | 0.00 |
| | | | from PO# 17423 original 1 month | | 0.00 |
| | | | Please contact Kristle Cummings for delivery | | 0.00 |
| | | | Inquiries: 951-212-9088 | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | | | 0.00 |
| | | | United Rentals Haz# 414 Insurance on file w/ CFSA | | 0.00 |
| | | | | | 0.00 |
| | | | | Sub Total 1: | \$7,654.00 |
| | | | | Discount | \$0.00 |
| | | | | Sub Total 2: | \$7,654.00 |
| | | | | DELIVERY | |
| | | | | Tax: | \$812.32 |
| | | | | Total: | \$8,266.32 |
| | | | | Purchase fee: | CFFA BILLED |

Our P.O. # must appear on all papers & packages relative to this order. Thanks!

Requested by: Bryan Eubanks per Fair Fair P.O.# REQ# verbal 3/15/12

GRAND TOTAL \$8,266.32

"No foreign-made equipment, materials or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, or indentured labor. By submitting a bid or accepting a purchase order, the contractor agrees to comply with this provision of the contract."

Ordered by:

Electronic Signature Authorization per Callee DeFoe, CFSA Buyer
Authorized Signature - Callee DeFoe



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001236
Invoice Date: 6/19/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|-------------------------------------|-------------|
| Project Funds for MAKE Architecture | 19,112.47 |
| | \$19,112.47 |

Check #: E115372599
Date: 07/10/13

Thank you for your business!
Terms: **Due Upon Receipt**
Questions: acasias@cfsa.org

Net Invoice: \$19,112.47
Sales Tax: 0.00
Invoice Total: \$19,112.47



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 6/10/2013

Amount: \$19,112.47

Vendor Name: MAKE Architecture

Invoice No.: 13

Invoice Date: 05/31/2013

Project No.: 03211031

Project Name: Pac Amp Renovation

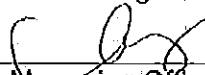
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

Contractors Certification for Payment

California Fair Financing Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815
(916) 263-6100
Fax (916) 263-6116

(No. 13)

To: MAKE Architecture
2138 Hyperion Ave
Studio A
Los Angeles, CA 90027
(323) 669-0278

CFFA Project: Pacific Amphitheatre Renov.
Project Location: Costa Mesa, CA
CFFA Project No.: 03211031
Reporting Period: 5/1/2013 to 5/31/2013

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

Nineteen Thousand One Hundred Twelve Dollars and Forty Seven Cents dollars (\$ 19,112.47)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

| | |
|--|----------------------|
| Original Contract Sum | \$ <u>273,616.50</u> |
| Net Change by Change Orders <i>(includes numbers 1, 2, 3, 4, 5)</i> | \$ <u>244,890.00</u> |
| Contract Sum to Date | \$ <u>518,506.50</u> |
| Total Completed and Stored to Date | \$ <u>441,124.28</u> |
| Retention (10%) | \$ <u>44,112.42</u> |
| Total Earned less Retention | \$ <u>397,011.86</u> |
| Total Reimbursable Expenses To Date | \$ <u>12,144.89</u> |
| Subtotal | \$ <u>409,156.75</u> |
| Less Previous Payments | \$ <u>390,044.28</u> |
| CURRENT PAYMENT DUE | \$ <u>19,112.47</u> |

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature

William Beaulier, CEO

Date 5/31/2013

California Fairs Financing Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
(916) 263-6100
Fax (916) 263-6116

Application for Payment

May 2013

Page 1 of 1

| Contractor Name | | Project Name & Location | | CFFA Project No. | | CFFA Contract No. | | Reporting Period |
|-------------------|---|---------------------------------|-------------------|-------------------|--------------|-------------------|-------------|------------------|
| MAKE Architecture | | Pacific Amphitheatre Renovation | | 03211031 | | | | 13 of |
| Item # | Description of Work | Original Contract Sum | Retained Previous | Previous Payments | | Current Billings | | |
| | | | | Qty % Completed | Amount | Qty % Completed | Amount | |
| 1 | Architectural Services -- Design Team | \$206,511.00 | \$16,933.42 | 82.0% | \$152,400.84 | 4.0% | \$8,359.29 | |
| 2 | Geo Survey Equip | \$29,430.00 | \$2,943.00 | 100% | \$26,487.00 | - | 0 | |
| 3 | Acoustical Consulting | \$13,280.00 | \$1,135.40 | 85.5% | \$10,218.60 | - | 0 | |
| 4 | Fountain Consulting | \$972.50 | \$97.25 | 9.6% | \$875.25 | - | 0 | |
| 5 | Reimbursable Expenses (Estimated) | \$23,423.00 | \$0 | 38.6% | \$9,031.45 | 13.2% | \$3,113.43 | |
| 6 | ASL 1- Concurrent Berm Phase 1 Preliminary Design | \$37,740.00 | \$3,774.00 | 100% | \$33,966.00 | - | 0 | |
| 7 | ASL 2- Additional Geotechnical Testing | \$8,940.00 | \$894.00 | 100% | \$6,246.00 | - | 0 | |
| 8 | ASL 3- Concurrent Berm Reconfig and Plaza | \$121,735.00 | \$10,377.84 | 85.2% | \$93,400.54 | 4.1% | \$4,971.30 | |
| 9 | ASL4- Restroom Buildings | \$64,675.00 | \$5,257.34 | 81.3% | \$47,316.10 | 5.8% | \$3,747.12 | |
| 10 | ASL5- Electrical Room and Enclosure | \$13,800.00 | \$1,122.50 | 81.3% | \$10,102.50 | 5.1% | \$699.00 | |
| TOTALS | | \$518,506.50 | \$42,334.75 | 83.4% | \$390,044.28 | 4.0% | \$20,890.15 | |

| Approvals and Certifications | | Date |
|------------------------------|--|------|
| Contractor | | |
| Inspector | | |
| Project Mgr | | |
| Operations Mgr | | |
| Controller | | |
| Executive Director | | |

Retention Payment

- ☐ Certified Payroll
☐ Change Order Signed
☐ Lien Release Signed

NOC File Date: _____

Verified By: _____

Total Current Billings \$17,776.71
Retention (10 %) \$1,777.67
Reimbursable Expenses \$3,113.43

AMOUNT DUE \$19,112.47



Invoice

12010-13

Date 5/31/2013

| Invoice Period |
|-------------------|
| 05/01/13-05/31/13 |

To California Fair Financing Authority
Attn: David Freese
1776 Tribute Road, Suite 100
Sacramento, CA 95815

| Item | Description | Monthly % | Qty/Hrs | Rate | Total % | Amount |
|-------------------|---------------------------|-----------|---------|----------|---------|-------------|
| Permitting | | 68% | | 6,608.66 | 85.7% | 6,608.66 |
| Bidding | | 18% | | 1,750.63 | 18% | 1,750.63 |
| | SUBTOTAL | | | | | 8,359.29 |
| add. service | additional services-ASL#3 | 4.1% | | 4,971.30 | 89.3% | 4,971.30 |
| add. service | additional services-ASL#4 | 5.8% | | 3,747.12 | 87.1% | 3,747.12 |
| add. service | additional services-ASL#5 | 5.1% | | 699.00 | 86.4% | 699.00 |
| | SUBTOTAL | | | | | 9,417.42 |
| REIMBURSABLE | | | | | | |
| Capital Blueprint | | | | 1,848.72 | | 1,848.72 |
| Delivery | | | | 26.02 | | 26.02 |
| prints | 8.5x11 black&white | | 397 | 0.49 | | 194.53 |
| prints | 18x24 black&white | | 440 | 1.50 | | 660.00 |
| prints | 36x48 black&white | | 2 | 7.50 | | 15.00 |
| Structural Eng, | | | | 33.33 | | 33.33 |
| mileage | 1 trip to project site | | 96 | 0.55 | | 52.80 |
| | SUBTOTAL | | | | | 2,830.40 |
| Reimb. Mark-up | | | 2,830.4 | 0.10 | | 283.04 |
| Invoice Total | | | | | | \$20,890.15 |

Architecture
2138 Hyperion Ave
Studio A
Los Angeles, CA 90027

Interiors

Furniture

T: 323.669.0278
F: 323.669.0282
admin@makearch.com

PAC AMP # 13

[illegible]

34x44

2

[112]

MAY '13 STATEMENT

OVER 90: 0.00

~~CAPITOL BLUEPRINT~~

BOX 93763

OVER 60: 0.00

L.A., CA 90093-0763

~~OVER 30: 0.00~~

CURRENT: 979.29

PLEASE PAY THIS AMOUNT >TOTAL NOW DUE: 979.29

=====

~~MAKE ARCH.~~

2138 HYPERION AVE

LOS ANGELES, CA 90027

~~JESS~~

| DATE | INV# | TOTAL | JOB/DESCRIPTION |
|----------|--------|--------|-----------------|
| 05/06/13 | 108400 | 583.66 | PAC AMP |
| 05/08/13 | 108419 | 66.77 | PAC AMP |
| 05/20/13 | 108495 | 66.86 | PAC AMP |
| 05/22/13 | 108507 | 262.00 | PAC AMP |

APRIL '13 STATEMENT

OVER 90: 0.00

CAPITOL BLUEPRINT

BOX 93763

L.A., CA 90093-0763

OVER 60: 0.00

OVER 30: 0.00

CURRENT: 869.43

PLEASE PAY THIS AMOUNT -> TOTAL NOW DUE: 869.43

=====

MAKE ARCH.

2138 HYPERION AVE

LOS ANGELES, CA 90027

JESS

| DATE | INV# | TOTAL | JOB/DESCRIPTION |
|----------|--------|--------|-----------------|
| 04/03/13 | 108182 | 422.25 | PAC AMP |
| 04/15/13 | 108254 | 401.19 | PAC AMP |
| 04/19/13 | 108288 | 45.99 | PAC AMP |

| | | | | |
|---------|------|---------------------------------|---------|---------|
| Project | 0171 | Pacific Amphitheater Renovation | Invoice | 0001223 |
|---------|------|---------------------------------|---------|---------|

Billing Backup

Nishkian Chamberlain

Invoice 0001223 Dated 4/30/2013

Monday, May 13, 2013

12:54:13 PM

| | | |
|---------|------|---------------------------------|
| Project | 0171 | Pacific Amphitheater Renovation |
|---------|------|---------------------------------|

Reimbursable Expenses

Courier

| | | |
|---------------------|-----------|-----------------|
| AP 0001399 | 3/31/2013 | FedEx / Courier |
| Total Reimbursables | | |

| | | |
|--------------------|-------|---------|
| 1.1 times | 30.30 | 33.33 |
| Total this Project | | \$33.33 |
| Total this Report | | \$33.33 |



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001240
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|----------|
| Funds for Byer Geotechnical Invoice 39390 | 400.00 |
| | \$400.00 |

Check #: E115385535
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$400.00
Sales Tax: 0.00
Invoice Total: \$400.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 04/7/2013

Amount: \$400.00

Vendor Name: Byer Geotechnical, Inc

Invoice No.: 39390

Invoice Date: 04/11/2013

Project No.: 03211031

Project Name: PacAmp Geotechnical Compaction Testing

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael P. Gellera
Project Manager

Byer E. H.
Construction Manager

Amoravia
Accounting Administrator

[Signature]
Managing Officer or Designee

April 11, 2013

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39390

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| Date | Init. | Description | Hours | Rate | Amount |
|----------------|-------|--|-------|--------|--------|
| April 02, 2013 | HH | Site Meeting and Compaction Testing - Fill Control, Engineering Technician | 4.00 | 100/hr | 400.00 |

Total from current billing period
Previous balance

4.00
\$400.00
\$4,850.00

Total Balance Due

\$5,250.00

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.

012 To Paul
B Z 5.15.13



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001241
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|----------|
| Funds for Byer Geotechnical Invoice 39525 | 250.00 |
| | \$250.00 |

Check #: E115401452
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$250.00
Sales Tax: 0.00
Invoice Total: \$250.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: May 13, 2013

Amount: \$250.00

Vendor Name: Byer Geotechnical

Invoice No.: 39525

Invoice Date: May 8, 2013

Project No.: 032-11031

Project Name: Pac Berm Berm (Phase I)

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael J. Sellers
Project Manager

Byer Geotechnical
Construction Manager

Amoroso
Accounting Administrator

[Signature]
Managing Officer or Designee

May 08, 2013

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39525

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| Date | Init. | Description | Hours | Rate | Amount |
|--------------|-------|---|-------|--------|--------|
| May 01, 2013 | RSB | Compaction Testing - Fill Control, Engineering Technician | 2.50 | 100/hr | 250.00 |

Total from current billing period
Previous balance

2.50

\$250.00

\$8,325.00

Total Balance Due

\$8,575.00

| Current | 30 Days | 60 Days | 90 Days | 120 Days |
|----------|----------|---------|---------|----------|
| 7,375.00 | 1,200.00 | 0.00 | 0.00 | 0.00 |

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: CFFA DATE: 5/1/13 TIME: 8 am BG#: 21695
LOCATION: Orange County Fair - Pacific Amphitheater, Costa Mesa
REQUESTED BY: Chris / CFFA MET WITH: Chris
SPECIAL CONDITIONS: _____

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

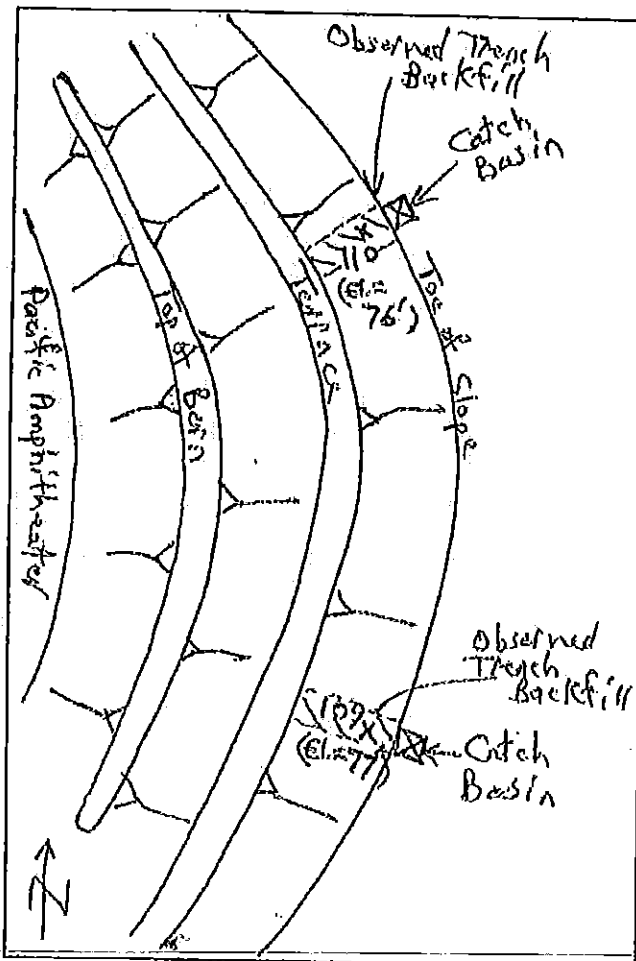
WE HAVE OBSERVED THE: Trench Backfill - Storm Drain

☐ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

Approximately 3 to 4 feet of fill was placed in the storm drain trench shown on the sketch. Fill was generated from on-site excavated earth materials. The fill was placed in thin lifts, moisture conditioned to near optimum, and compacted using a sheepfoot roller attached to the excavator. Field density tests were performed and the results indicate a minimum of 90% relative compaction.

ADDITIONAL SITE VIST(S):

☐ REQUIRED

☒ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC.: RAFFI BABAYAN

HOURS: 2, 5 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Chris

1461 East Chevy Chase Drive, Suite 200 • Glendale, California 91206 • tel 818.549.9959 • fax 818.543.3747 • www.byergeo.com



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001242
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|------------|
| Funds for Byer Geotechnical Invoice 39424 | 1,000.00 |
| | \$1,000.00 |

Check #: E115415032
Date: 07/10/13

Thank you for your business!

Questions: ncasias@cfsa.org

Net Invoice: \$1,000.00
Sales Tax: 0.00
Invoice Total: \$1,000.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 04/18/2013

Amount: \$1000.00

Vendor Name: Byer Geotechnical, Inc

Invoice No.: 39424

Invoice Date: 04/16/2013

Project No.: 03211031

Project Name: PacAmp Geotechnical Compaction Testing

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael P. Sellen
Project Manager

Byer Est
Construction Manager

Anna Coleman Casar
Accounting Administrator

[Signature]
Managing Officer or Designee

April 17, 2013

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39424

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| Date | Init. | Description | Hours | Rate | Amount |
|----------------|-------|--|-------|--------|-----------|
| April 11, 2013 | RIZ | Telephone Consultation, Chief Geotechnical Engineer | 0.25 | 190/hr | NO CHARGE |
| | HH | Compaction Testing - Fill Control, Engineering Technician | 7.00 | 100/hr | 700.00 |
| | HH | Site Meeting and Additional Recommendations for Compacted Fill Berm, Project Geologist | 2.00 | 150/hr | 300.00 |

Total from current billing period
Previous balance

9.25
\$1,000.00
\$5,250.00

Total Balance Due

\$6,250.00

| Current | 30 Days | 60 Days | 90 Days | 120 Days |
|----------|----------|---------|---------|----------|
| 5,050.00 | 1,200.00 | 0.00 | 0.00 | 0.00 |

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001243
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|------------|
| Funds for Byer Geotechnical Invoice 39457 | 2,300.00 |
| | \$2,300.00 |

Check #: E115425881
Date: 07/10/13

Thank you for your business!

Questions: ncaslas@cfsa.org

Net Invoice: \$2,300.00
Sales Tax: 0.00
Invoice Total: \$2,300.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 04/29/2013

Amount: \$2,300.00

Vendor Name: Byer Geotechnical, Inc.

Invoice No.: 39457

Invoice Date: 04/24/2013

Project No.: 03211031

Project Name: PacAmp

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael P. Sellino
Project Manager

Byer
Construction Manager

Amy Coleman
Accounting Administrator

CJ
Managing Officer or Designee

April 24, 2013

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39457

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| Date | Init. | Description | Hours | Rate | Amount |
|----------------|-------|---|-------|--------|--------|
| April 17, 2013 | CK | Compaction Testing - Fill Control, Engineering Technician | 7.00 | 100/hr | 700.00 |
| April 18, 2013 | HH | Compaction Testing - Fill Control, Engineering Technician | 8.00 | 100/hr | 800.00 |
| April 19, 2013 | HH | Compaction Testing - Fill Control, Engineering Technician | 8.00 | 100/hr | 800.00 |

Total from current billing period
Previous balance

23.00 \$2,300.00
\$6,250.00

Total Balance Due

\$8,550.00

| Current | 30 Days | 60 Days | 90 Days | 120 Days |
|----------|----------|---------|---------|----------|
| 4,900.00 | 3,650.00 | 0.00 | 0.00 | 0.00 |

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001244
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|------------|
| Funds for Byer Geotechnical Invoice 39485 | 3,425.00 |
| | \$3,425.00 |

Check #: E115441851
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$3,425.00
Sales Tax: 0.00
Invoice Total: \$3,425.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 5/24/2013

Amount: \$3,425.00

Vendor Name: Byer Geotechnical Inc.

Invoice No.: 39485

Invoice Date: 04/30/2013

Project No.: 03211031

Project Name: Pac Amp Berm Renovation


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

April 30, 2013

post

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39485

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| <u>Date</u> | <u>Init.</u> | <u>Description</u> | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|----------------|--------------|---|--------------|-------------|---------------|
| April 22, 2013 | HH | Compaction Testing - Fill Control, Engineering Technician | 5.25 | 100/hr | 525.00 |
| April 23, 2013 | CK | Compaction Testing - Fill Control, Engineering Technician | 8.00 | 100/hr | 800.00 |
| April 24, 2013 | CK | Compaction Testing - Fill Control, Engineering Technician | 8.00 | 100/hr | 800.00 |
| April 25, 2013 | HH | Consultation with R. Zweigler and Client, Project Geologist | 1.50 | 150/hr | NO CHARGE |
| | CK | Compaction Testing - Fill Control, Engineering Technician | 7.00 | 100/hr | NO CHARGE |
| April 26, 2013 | HH | Compaction Testing - Fill Control, Engineering Technician | 8.50 | 100/hr | 850.00 |
| April 29, 2013 | RSB | Compaction Testing - Fill Control, Engineering Technician | 4.50 | 100/hr | 450.00 |

Total from current billing period

42.75

\$3,425.00

Previous balance

\$8,550.00

4/29/2013 Payment Received for Invoice #39259 and #39288 - Check #70192 Paid by
California Fairs Financing Authority - Thank You.

(\$3,650.00)

Total Balance Due

\$8,325.00



BYER GEOTECHNICAL, INC.

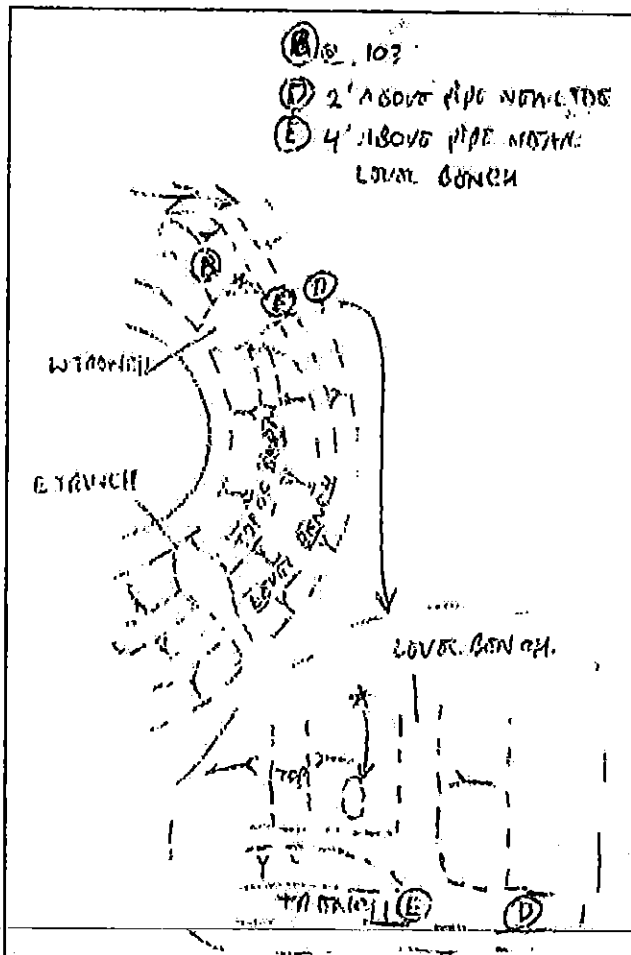
NOTICE OF FIELD OBSERVATION

CLIENT: CFRA DATE: 4/22/13 TIME: 10:30 BG# 21675
 LOCATION: OL FAIRGROUNDS, COSTA MESA
 REQUESTED BY: KAS MET WITH: KAS, AMY, RALPH
 SPECIAL CONDITIONS: _____

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: COMPACTION OF FILL / TRENCH BACKFILL

☒ APPROVED PER THE PLANS ☐ CALL AGENCY INSPECTOR ☐ DISAPPROVED ☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

BEAR, W SECTION AT EL 102.8 10' HAS
BOTH COMPACTED TO 90% OR BETTER.
BOTH, CONTROL SECTION AT EL 104 HAS
BOTH COMPACTED TO 90% OR BETTER.

OBSERVED SETTING OF SAND OVER BENCH
SD PIPE AT W TRENCH, FROM 102.8
EL (OUTSIDE) TO 102.8 (INSIDE)
LEVEL, BENCH. OBSERVED PLACING OF
COMPACTED FILL OVER SAND, SAME AREA
FILL HAS BEEN BROUGHT TO ELEVATION
OF BENCH AS IS COMPACTED TO 90%
OR BETTER.

TO W OF WEST SD TRENCH, ON SOUTH SIDE
11' ABOVE LEVEL BENCH, APPROX EL 97-101
A 12-15' WIDE SECTION OF SLOPE FACE
HAS BEEN REMOVED BY ACCIDENTAL
FROM OBSV. EXPOSED SLOPE FACE BY KEYING
BACKFILL INTO LOWER BENCH, KEYWAY MIN WIDTH
= 15' X EQUIP WIDTH, MIN DEPTH = 2 FEET. BACKFILL
NO STEEPEN THAN 1:1, BOTTOM MUST BE APPROVED BY

ADDITIONAL SITE VIST(S): ☒ REQUIRED ☐ NOT REQUIRED
 FOR BYER GEOTECHNICAL, INC: HANS HOEN, CEC, 2544
 HOURS: 5 1/4 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: KAS

OUR OFFICE PREPARED TO FURNISH FILL

BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: Orange County Fair & Event DATE: 4-23-13 TIME: 8:00 BG# 21695
LOCATION: 100 Fair Dr.
REQUESTED BY: Christy MET WITH: Same
SPECIAL CONDITIONS: Ø

(WEATHER) JOB SHUTDOWN, ADVICE IGNORED, SAFETY

WE HAVE OBSERVED THE: Setting and Construction

~~X~~ APPROVED PER THE PLANS

~~CALL AGENCY INSPECTOR~~

~~DISAPPROVED~~

~~1~~ SEE BELOW

GENERAL CONDITIONS OF APPROVAL:

Performed field density tests in areas shown on sketch.

Test Results Indicate
Compaction was 90%
or better.

NOTE:

Before Fill was placed in Trench The Sand was Jettled (water hose) around pipe. (See sketch)

Will Return tomorrow for
More Setting And Compacting
Tasks.

ADDITIONAL SITE VISIT(S):

~~REQUIRED~~

☒ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

HOURS: 8 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH:

At 5:40



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: Orange County Fair + Event DATE: 4-24-13 TIME: 7:30- BG# 21695
LOCATION: 100 Fair Dr.
REQUESTED BY: Christy MET WITH: Same
SPECIAL CONDITIONS:

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

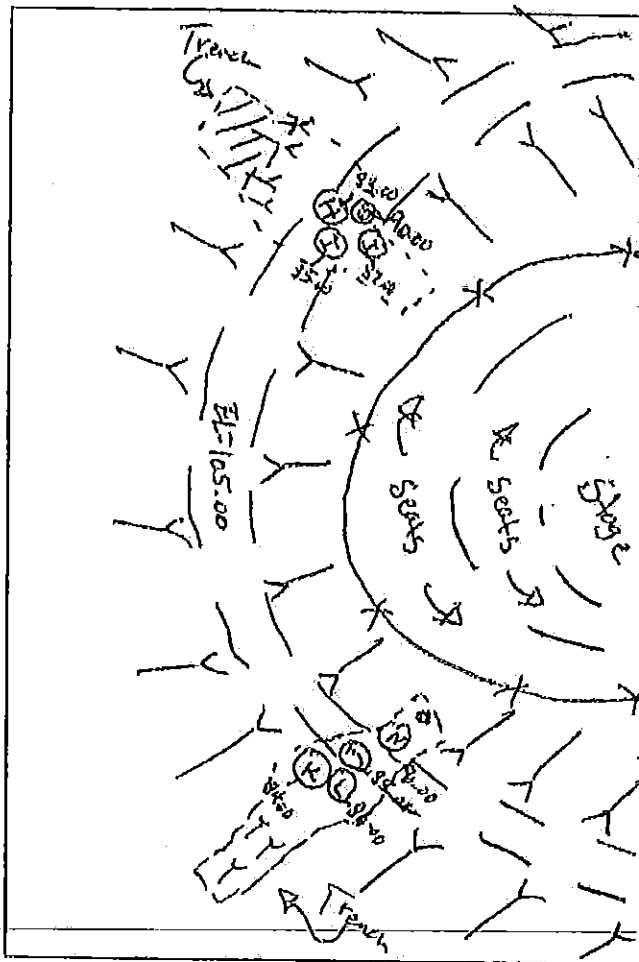
WE HAVE OBSERVED THE: Compaction and Jetting

☒ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

performed field density
tests in Areas shown
on sketch.

Test Results Indicate
compaction was 90%
or better.

NOTE:

Before fill was placed
in Trench the Sand was
Jetted around pipe.

will Return Tomorrow
for more Testing.

ADDITIONAL SITE VISIT(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC. Christy

HOURS: 8 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: At site



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: Orange County Fair & Event DATE: 4-25-13 TIME: 7:30 BG# 21695
LOCATION: 100 Fair Dr.
REQUESTED BY: Charity MET WITH: Same
SPECIAL CONDITIONS: Ø

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

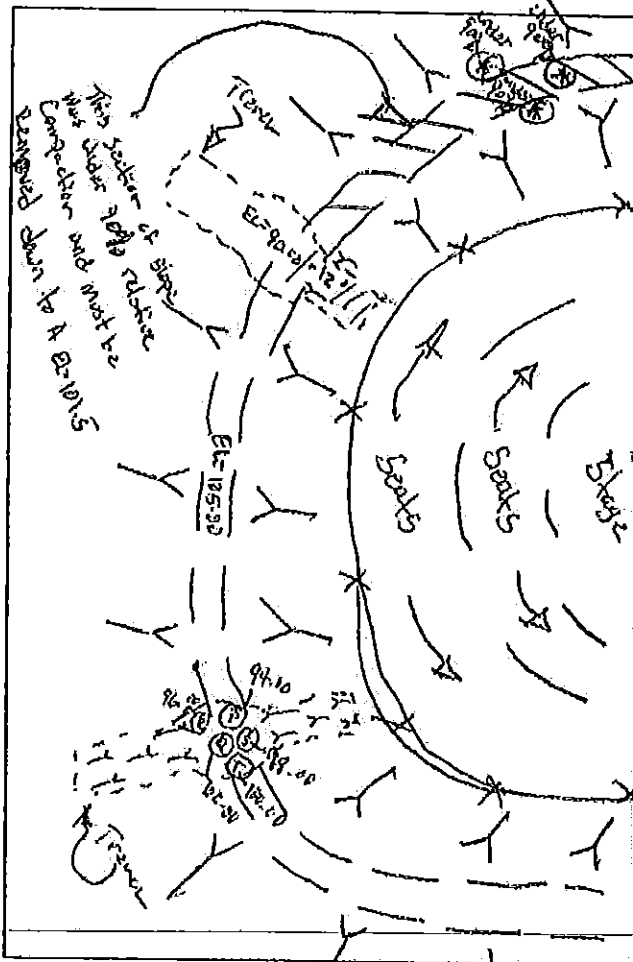
WE HAVE OBSERVED THE: Compaction

☒ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

Performed field density
Tests in areas shown
on sketch.

Test Results Indicate
Compaction was 90%
or better.

Note:

The south side slope as
shown on sketch was under
90% relative compaction and
should be removed down to
A Elev 101.5.

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

HOURS: 7 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: AF site



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: CFFA DATE: 4/26/13 TIME: 7 AM BG# 21695
 LOCATION: ORANGE COUNTY FAIR
 REQUESTED BY: KHRIS / DAVID MET WITH: KHRIS
 SPECIAL CONDITIONS: _____

(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

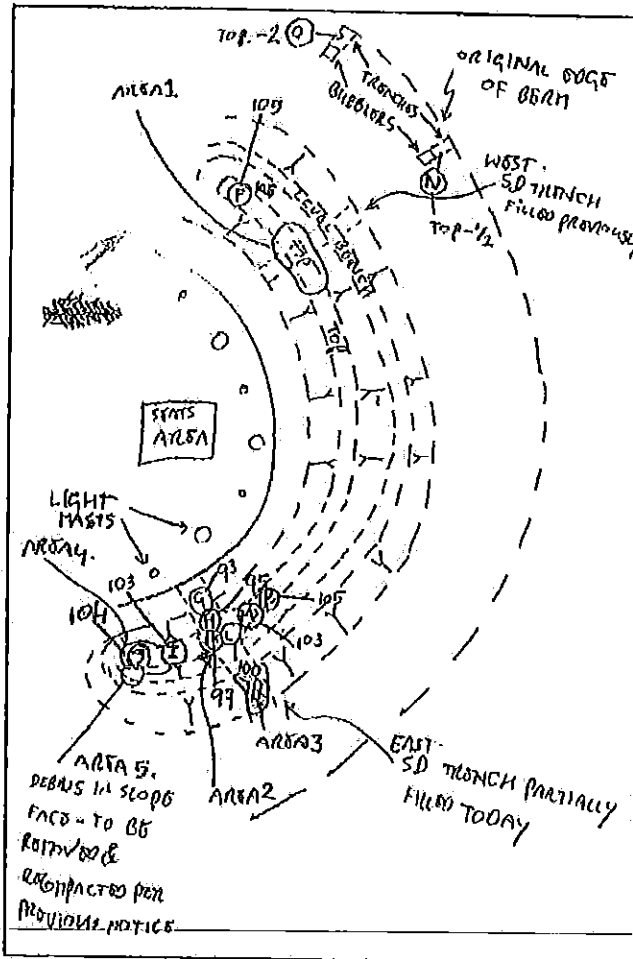
WE HAVE OBSERVED THE: COMPACTION OF FILL / BERM TOP & STORM DRAIN TRENCH

☒ APPROVED PER THE PLANS

☒ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

COMPACTED FILL PLACES ACHIEVED RELATIVE DENSITY OF 90% ON BOTTOM, SAND WAS JOTTED AROUND SD PIP (EAST) PRIOR TO PLACING FILL, EXCEPT FOR ~26' LONG SECTION ON OUTSIDE (NE SIDE) OF BERM. THIS AREA SHOULD BE RETURNED TO EXISTING SAND, BE JOTTED, & RECOMPACTED. (PLANNED TO BE DONE WHEN PLACING CATCH BASIN). ~900 "AREA 3"

TOP OF BERM AT W SIDE IS APPROX 105. IN "AREA 1", OVER SD TRENCH WEST, TOP 1 FOOT NEEDS TO BE COMPACTED & JOTTED.

"AREA 2", SD TRENCH EAST, HAS BEEN COMPACTED TO ELEVATION 103.

"AREA 4", E END OF BERM, HAS BEEN APPROVED TO EL 104. TOP 1 FOOT NEEDS TO BE COMPACTED.

"AREA 5": DEBRIS TO BE REMOVED & SLOPE RECOMPACTED

ADDITIONAL SITE VIST(S): ☒ REQUIRED ☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC: HANS HOOK COG 25/4/1

HOURS: 8 1/2 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: KHRIS

BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: CEFA DATE: 4/29/13 TIME: 7am BG# 21695
LOCATION: Orange County Fair - Pacific Amphitheater, Costa Mesa
REQUESTED BY: Chris / CEFA MET WITH: Chris
SPECIAL CONDITIONS:

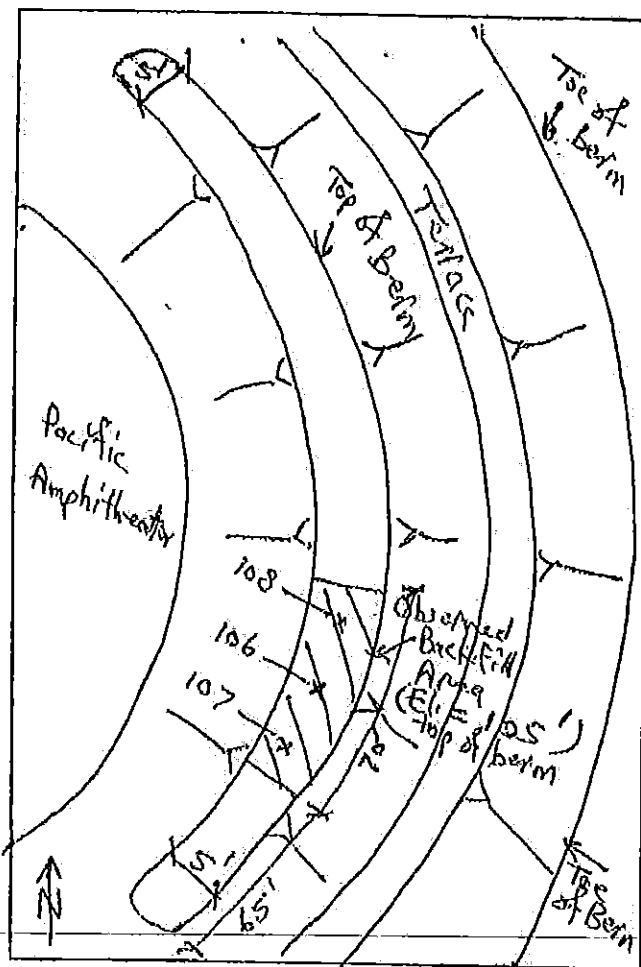
(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Compaction of Fill - Top of Berm

☒ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

Fill was placed in the upper 2.5 ft to achieve design finish grade at the top of the berm in the shaded area shown on the sketch. Fill was placed in thin lifts, with in-situ moisture content, and compacted using a sheep foot roller. Results of field density tests indicate a minimum of 90% relative compaction.

The top one foot of the berm in Area 2, as reported in the Nohia Field Observation dated 4/26/13, was probed and found to be firm.

ADDITIONAL SITE VIST(S):

☒ REQUIRED.☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

HOURS: 4.5 (2 HOUR-MINIMUM CHARGE) NOTICE LEFT WITH:



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100

Fax: (916) 263-6116

FINANCING

DESIGN

CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001245

Invoice Date: 6/21/2013

Customer Code: 32nd

Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|----------|
| Funds for Alpha Scientific Invoice CF304023 | 585.00 |
| | \$585.00 |

Check #: E115470296
Date: 07/10/13

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$585.00

Sales Tax: 0.00

Invoice Total: \$585.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 04/22/2013

Amount: \$585.00

Vendor Name: Alpha Scientific

Invoice No.: CF304023

Invoice Date: 04/15/2013

Project No.: 03211031

Project Name: PacAmp Environmental Analysis

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael P. Sellen
Project Manager

Ben Eber
Construction Manager

Amy Davis
Accounting Administrator

[Signature]
Managing Officer or Designee



Alpha Scientific Corporation
Environmental Laboratories

INVOICE
(No. CF304023)

Client: California Fair Service Authority
Address: 1776 Tribute Road, Suite 100
Sacramento, CA 95815

Attention: Mr. Michael Sellens
Project: PacAmp Berm Renovation
Project Site: Orange County Fair & Event Center
P.O. No.:

Lab Job No.: CF304023
Date Received: 04-05-2013
Date Reported: 04-15-2013
Date of Invoice: 04-15-2013

Analytical Service for 1 soil samples,

| Quantity | Method | Analyses | Unit Price | Extended Price |
|---------------|-----------------|---------------------------|------------|----------------|
| 1 | EPA 8015M | TPH-g | 25 | 25.00 |
| 1 | EPA 8015M | TPH-d & o | 30 | 30.00 |
| 1 | EPA 8260B | VOCs by GC/MS | 80 | 80.00 |
| 1 | EPA 8270C | SVOCs by GC/MS | 135 | 135.00 |
| 1 | EPA 6010B/7471A | CAM Metals | 80 | 80.00 |
| 1 | EPA 8270-SIM | PAHs | 100 | 100.00 |
| 1 | EPA 8082 | PCBs | 55 | 55.00 |
| 1 | EPA 8081A | Organochlorine Pesticides | 70 | 70.00 |
| | | | | |
| | | | | |
| 1 | | 8-way composite | 10 | 10.00 |
| | | | | |
| Total Amount: | | | | 585.00 |

Note: If EDF is needed, please add 10% for EDF surcharge.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001246
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|------------|
| Funds for Alpha Scientific Invoice CF304038 | 1,075.00 |
| | \$1,075.00 |

Check #: E115484347
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfea.org

Net Invoice: \$1,075.00
Sales Tax: 0.00
Invoice Total: \$1,075.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 04/22/2013

Amount: \$1,075.00

Vendor Name: Alpha Scientific

Invoice No.: CF304038

Invoice Date: 04/18/2013

Project No.: 03211031

Project Name: PacAmp Environmental Analysis

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Michael P. Sellen
Project Manager

Ben S
Construction Manager

Ameyas
Accounting Administrator

[Signature]
Managing Officer or Designee



Alpha Scientific Corporation
Environmental Laboratories

INVOICE
(No. CF304038)

Client: California Fair Service Authority
Address: 1776 Tribute Road, Suite 100
Sacramento, CA 95815

Lab Job No.: CF304038
Date Received: 04-09-2013
Date Reported: 04-18-2013
Date of Invoice: 04-18-2013

Attention: Mr. Michael Sellens
Project: PacAmp Berm Renovation
Project Site: Orange County Fair & Event Center
P.O. No.:

Analytical Service for 4 soil samples,

| Quantity | Method | Analyses | Unit Price | Extended Price |
|---------------|-----------------|---------------------------|------------|----------------|
| 4 | EPA 8015M | TPH-g | 25 | 100.00 |
| 4 | EPA 8015M | TPH-d & o | 30 | 120.00 |
| 2 | EPA 8260B | VOCs by GC/MS | 80 | 160.00 |
| 1 | EPA 8270C | SVOCs by GC/MS | 135 | 135.00 |
| 2 | EPA 6010B/7471A | CAM Metals | 80 | 160.00 |
| 2 | EPA 8270-SIM | PAHs | 100 | 200.00 |
| 2 | EPA 8082 | PCBs | 55 | 110.00 |
| 1 | EPA 8081A | Organochlorine Pesticides | 70 | 70.00 |
| | | | | |
| | | | | |
| 2 | | 8-way composite | 10 | 20.00 |
| | | | | |
| Total Amount: | | | | 1,075.00 |

Note: If EDF is needed, please add 10% for EDF surcharge.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001247
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|--|-------------------|
| Contingency Funds- Road Plates per CFFA PO 17469 | 7,497.36 |
| CFFA Project Admin Fees 3% per LOU 12-031- Contingency Funds | 224.92 |
| | \$7,722.28 |

Check #: E115501378
Date: 07/10/13

Thank you for your business!

Questions: ncaslas@cfsa.org

Net Invoice: \$7,722.28
Sales Tax: 0.00
Invoice Total: \$7,722.28



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 6/21/2013

Amount: \$7,497.36

Vendor Name: United Rentals Inc

Invoice No.: Various-See Attached

Invoice Date: Various-See Attached

Project No.: 03211031

Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Bryce Eide
Project Manager

Bryce Eide
Construction Manager

Amber Davis
Accounting Administrator

[Signature]
Managing Officer or Designee

United Rentals
Road Plate Rental
PO# 17469

| Invoice | Amount |
|---------------|------------|
| 109744265-009 | \$ 349.92 |
| 109744265-010 | 369.36 |
| 109744265-005 | 388.8 |
| 109744265-006 | 427.68 |
| 109744265-002 | 1088.64 |
| 109744265-003 | 950.4 |
| 109744265-004 | 403.92 |
| 109744265-011 | 2741.04 |
| 109744265-007 | 388.8 |
| 109744265-008 | 388.8 |
| | \$7,497.36 |



800-UR-RENTS (800 877 3687)
unitedrentals.com

LOCATION #064
2020 N PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5150 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-009

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

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CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

00562

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/09/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$349.02 Payment due upon receipt of Invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: Ph# 877-509-2400 Fx# 763-509-2460

RENT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 61122
LOS ANGELES, CA 90074-1122

| RENTAL QTY | ITEM# Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|--------------------|---------------------|---------|------|-------|--------|--------|
| 18 | 944/9524 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 324.00 |
| Rental Subtotal: | | | | | | | 324.00 |
| Agreement Subtotal: | | | | | | | 324.00 |
| Tax: | | | | | | | 25.92 |
| Total: | | | | | | | 349.92 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5358 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-010

Job site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

Customer

CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO, CA 95815

Customer Number : 1073599
Invoice Date : 5/09/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$369.36 Payment due upon receipt of invoice

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : PHN 877-509-2400 FXN 763-509-2460

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | | | | | | |
| 19 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 342.00 |
| Rental Subtotal: | | | | | | | 342.00 |
| Agreement Subtotal: | | | | | | | 342.00 |
| Tax: | | | | | | | 27.36 |
| Total: | | | | | | | 369.36 |

COMMENTS/NOTES:

Fair Dr. eqpt to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

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Page: 1



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-005

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

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CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

0056L

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/06/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM
Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$308.00 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: Ph# 877-509-2400 Fx# 763-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | | | | | | |
| 30 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 360.00 |
| Rental Subtotal: | | | | | | | 360.00 |
| Agreement Subtotal: | | | | | | | 360.00 |
| Tax: | | | | | | | 28.80 |
| Total: | | | | | | | 388.80 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-006

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

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CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

00660

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/07/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/25/13 3:13 PM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$427.68 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) • Check(Fax) • Credit Card(Phone)
BILLING INQUIRIES: PH# 877-509-2400 FX# 703-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | | | | | | |
| 18 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 396.00 |
| Rental Subtotal: | | | | | | | 396.00 |
| Agreement Subtotal: | | | | | | | 396.00 |
| Tax: | | | | | | | 31.68 |
| Total: | | | | | | | 427.68 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/25/13 03:13 PM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 N PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5150 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-002

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

31.625 1 MB 0.405 50171531.004 1 of 2 400



CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

00625

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/01/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM
Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$1088.64 Payment due upon receipt of invoice

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : Ph# 877-509-2400 Fx# 703-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL TERMS: | | | | | | | |
|---------------------|-----------|---------------------|---------|------|-------|--------|----------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
| 56 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 1,008.00 |
| Rental Subtotal: | | | | | | | 1,008.00 |
| Agreement Subtotal: | | | | | | | 1,008.00 |
| Tax: | | | | | | | 80.64 |
| Total: | | | | | | | 1,088.64 |

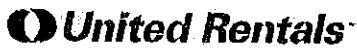
COMMENTS/NOTES:

Fair Dr. east to Gate 2, Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-003

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

Customer

CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO, CA 95815

Customer Number : 1073599
Invoice Date : 5/01/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/25/13 3:13 PM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : URO64101
Salesperson : 9066

\$950.40 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: PH# 877-509-2400 FX# 763-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 00074-1122

| RENTAL ITEMS: | | Description | Minimum | Day | Week | 4 Week | Amount |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | | | | | | |
| 40 | 94-1/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 880.00 |
| Rental Subtotal: | | | | | | | 880.00 |
| Agreement Subtotal: | | | | | | | 880.00 |
| Tax: | | | | | | | 70.40 |
| Total: | | | | | | | 950.40 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/25/13 03:13 PM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

3.1.025 1 MD D.405 58171531 p04 2 of 2



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 N. PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-004

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

333-0.37-58120S33.p021 of 1 400



CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

00333

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/02/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/26/13 12:47 PM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : UROG4KH
Salesperson : 9066

\$403.92 Payment due upon receipt of Invoice

PAYMENT OPTIONS : Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES : Ph# 877-509-2400 Fx# 763-509-2450

RENT TO : UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL ITEMS: | | | | | | | |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
| 17 | 94-1/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 174.00 |
| Rental Subtotal: | | | | | | | 174.00 |
| Agreement Subtotal: | | | | | | | 374.00 |
| Tax: | | | | | | | 29.92 |
| Total: | | | | | | | 403.92 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/26/13 12:47 PM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION 0064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

4 WEEK BILLING INVOICE

109744265-011

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

3.1.020 1MM 0.405 60853831.p03 626327938 1-1 400



CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

Customer Number : 1073599
Invoice Date : 5/13/13
Date Out : 3/18/13 12:00 PM
Billed Through : 5/13/13
Job Location : 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : CYCLE BILL
Salesperson : 9066

\$2741.04 Payment (due upon receipt of invoice)

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: PH# 877-500-2400 FX# 703-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FLE 51122
LOS ANGELES, CA 90074-1122

Please detach and return top portion with payment

| RENTAL ITEMS: | | | | | | | |
|---------------------|-----------|-----------------------------|---------|------|-------|--------|----------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
| 44 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 2,464.00 |
| 1 | 944/9897 | PLATE LIFTING RING STANDARD | 19.00 | 3.00 | 19.00 | 74.00 | 74.00 |
| Rental Subtotal: | | | | | | | 2,538.00 |
| Agreement Subtotal: | | | | | | | 2,538.00 |
| Tax: | | | | | | | 203.04 |
| Total: | | | | | | | 2,741.04 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

BILLED FOR FOUR WEEKS 4/15/13 THRU 5/13/13 12:00 PM

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR-RENTS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-007

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

3.1.0201MB 0.405 59716S31.p04-1 of 2 400



CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO CA 95815-4494

00620

Please detach and return top portion with payment

Customer Number : 1073599
Invoice Date : 5/08/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$300.00 Payment due upon receipt of invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: PH# 877-509-2400 FAX 763-509-2450

REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 00074-1122

| RENTAL ITEMS: | | | | | | | |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| Qty | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
| 20 | 944/9920 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 360.00 |
| Rental Subtotal: | | | | | | | 360.00 |
| Agreement Subtotal: | | | | | | | 360.00 |
| Tax: | | | | | | | 28.80 |
| Total: | | | | | | | 388.80 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.



800-UR RENTALS (800-877-3687)
unitedrentals.com

LOCATION #064
2020 W. PACIFIC COAST HWY
LONG BEACH, CA 90810
562-432-5158 562-491-7539 FAX

PARTIAL RETURN INVOICE

109744265-008

Job Site

OC FAIRGROUNDS
88 FAIR DR
COSTA MESA, CA 92626-6521

Office: 916-263-6160 Cell: 951-212-9088

Customer

CA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD #100
SACRAMENTO, CA 95815

Customer Number : 1073599
Invoice Date : 5/08/13
Rental Out : 3/18/13 12:00 PM
Rental In : 4/24/13 10:00 AM

Job Location: 88 FAIR DR, COSTA MESA
Job Number : 5
P.O. Number : 17423
Ordered By : KHRISTI CUMMINGS
Written By : UR064KH
Salesperson : 9066

\$388.80 Payment due upon receipt of Invoice

PAYMENT OPTIONS: Check(Mail) - Check(Fax) - Credit Card(Phone)
BILLING INQUIRIES: PH# 877-509-2400 FX# 763-509-2450

RENT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES, CA 90074-1122

| RENTAL ITEMS: | | | | | | | |
|---------------------|-----------|---------------------|---------|------|-------|--------|--------|
| QTY | Equipment | Description | Minimum | Day | Week | 4 Week | Amount |
| 20 | 944/9924 | ROAD PLATE 5' X 10' | 14.00 | 2.00 | 14.00 | 56.00 | 360.00 |
| Rental Subtotal: | | | | | | | 360.00 |
| Agreement Subtotal: | | | | | | | 360.00 |
| Tax: | | | | | | | 28.80 |
| Total: | | | | | | | 388.80 |

COMMENTS/NOTES:

Fair Dr. east to Gate 2. Stay in truck
lane and report to screened in area for
additional instructions.

Billing period: 4/15/13 12:00 PM THRU 4/24/13 10:00 AM.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

3.1.620 1 MB 0.405 59716531.p04 2 of 2

Page: 1



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001250
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

| Description | Amount |
|--|--------------|
| Project Funds for Innovative Construction Solutions Invoice #3 | 116,185.00 |
| | \$116,185.00 |

Check #: E115533642
Date: 07/10/13

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ncaslas@cfsa.org

Net Invoice: \$116,185.00

Sales Tax: 0.00

Invoice Total: \$116,185.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 6/21/2013

Amount: \$116,185.00

Vendor Name: Innovative Construction Solutions

Invoice No.: 4

Invoice Date: 06/12/2013

Project No.: 03211031

Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Brynn E. H.
Project Manager

Brynn E. H.
Construction Manager

Amber Davis
Accounting Administrator

[Signature]
Managing Officer or Designee

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

California Fairs Financing Authority
1776 Tribute Road, Suite 100
Sacramento, California 95815

FROM CONTRACTOR:

Innovative Construction Solutions
4011 W. Chandler Avenue
Santa Ana, California 92704

CONTRACT FOR:

PROJECT: Pacific Amphitheater
Berm Renovation

VIA ARCHITECT:

APPLICATION NO: 13-1838-03

PERIOD TO: May 10th, 2013

PROJECT NOS: 03211031

CONTRACT DATE February 13th, 2013

Distribution to:

| | |
|--------------------------|------------|
| <input type="checkbox"/> | OWNER |
| <input type="checkbox"/> | ARCHITECT |
| <input type="checkbox"/> | CONTRACTOR |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 1,361,000.00 |
| 2. Net change by Change Orders | \$ | 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) | \$ | 1,361,000.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 1,238,700.00 |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | 61,935.00 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 61,935.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 1,176,765.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 1,067,515 |
| 8. CURRENT PAYMENT DUE | \$ | 109,250.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 5 less Line 6) | \$ | 184,235.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES by Change Order | \$0.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Charles Watters Date: 5/6/13

State of: California County of: Orange
Subscribed and sworn to before me this 4th day of May 2013
Notary Public: [Signature]
My Commission expires: 4-19-14

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

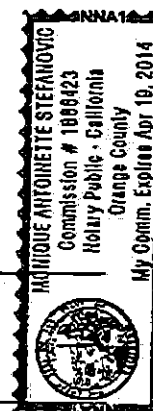
AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

1 OF 1

PAGES

Orange County Fair and Events Center
Pacific Amphitheater Berm Renovation

APPLICATION NO: 13-1838-03
APPLICATION DATE: 5/6/2013
PERIOD TO: 10-May-13
PROJECT NO: 03211031

Contractor: Innovative Construction Solutions

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G | | H BALANCE TO FINISH (C - G) | I RETAINAGE (IF VARIABLE RATE) |
|------------------|--|-------------------------|---|--------------|---|--|--------------|--------------------------------------|---|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G + C) | | |
| 1 | Division 0 - Procurement/Contracting | \$25,000.00 | \$25,000.00 | \$0.00 | | \$25,000.00 | 100.00% | | \$1,250.00 |
| 2 | Division 1 - General Requirements General Conditions Foot Bridges and Temporary Fence SWPPP | \$196,000.00 | \$147,000.00 | \$25,000.00 | | \$172,000.00 | 87.76% | \$24,000.00 | \$8,600.00 |
| 3 | Division 2 - Site Construction 02100 Tree Clearing 02100 Grubbing 02100 Asphalt Demolition 02100 Chain Link Demolition 02100 Concrete and Paver Demolition 02200 Soil Export 02200 Grading 02300 Concrete 02500 Storm Drain | \$1,070,000.00 | \$951,700.00 | \$90,000.00 | | \$1,041,700.00 | 97.36% | \$28,300.00 | \$52,085.00 |
| 4 | Division 16 - Electrical | \$70,000.00 | \$0.00 | \$0.00 | | \$0.00 | 0.00% | \$70,000.00 | |
| | GRAND TOTALS | \$1,361,000.00 | \$1,123,700.00 | \$115,000.00 | \$0.00 | \$1,238,700.00 | | \$122,300.00 | \$61,935.00 |

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100

Fax: (916) 263-6116

FINANCIAL

DESIGN

CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001251

Invoice Date: 6/21/2013

Customer Code: 32nd

Project: 03211031
Pac Amp Renovation

| Description | Amount |
|---|----------|
| Funds for Byer Geotechnical Invoice 39587 | 350.00 |
| | \$350.00 |

Check #: E115555878
Date: 07/10/13

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$350.00

Sales Tax: 0.00

Invoice Total: \$350.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 5/24/2013

Amount: \$350.00

Vendor Name: Byer Geotechnical Inc.

Invoice No.: 39587

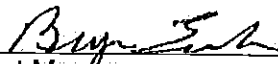
Invoice Date: 05/24/2013


Project No.: 03211031

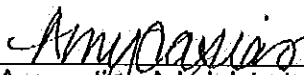
Project Name: Pac Amp Berm Renovation

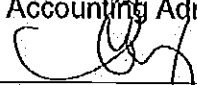
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

post

May 24, 2013

INVOICE FOR PROFESSIONAL SERVICES

Remit to:

BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F:818-543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center
California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, CA 95815
Attention: David Freese

Invoice # 39587

BG 21695

Job Address: 100 Fair Drive, Costa Mesa

WORK PERFORMED:

| Date | Init. | Description | Hours | Rate | Amount |
|--------------|-------|--|-------|--------|--------|
| May 15, 2013 | RSB | Compaction Testing of Base-Fill Control, Engineering Technician | 3.50 | 100/hr | 350.00 |

Total from current billing period
Previous balance

3.50
\$350.00
\$8,575.00

Total Balance Due

\$8,925.00

| Current | 30 Days | 60 Days | 90 Days | 120 Days |
|----------|----------|---------|---------|----------|
| 4,025.00 | 4,900.00 | 0.00 | 0.00 | 0.00 |

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: CFFA DATE: 5/15/13 TIME: 10:30 a. BG# 21695
LOCATION: Orange County Fair - Pacific Amphitheater, Costa Mesa, CA
REQUESTED BY: Chris / CFFA MET WITH: Chris
SPECIAL CONDITIONS: _____

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

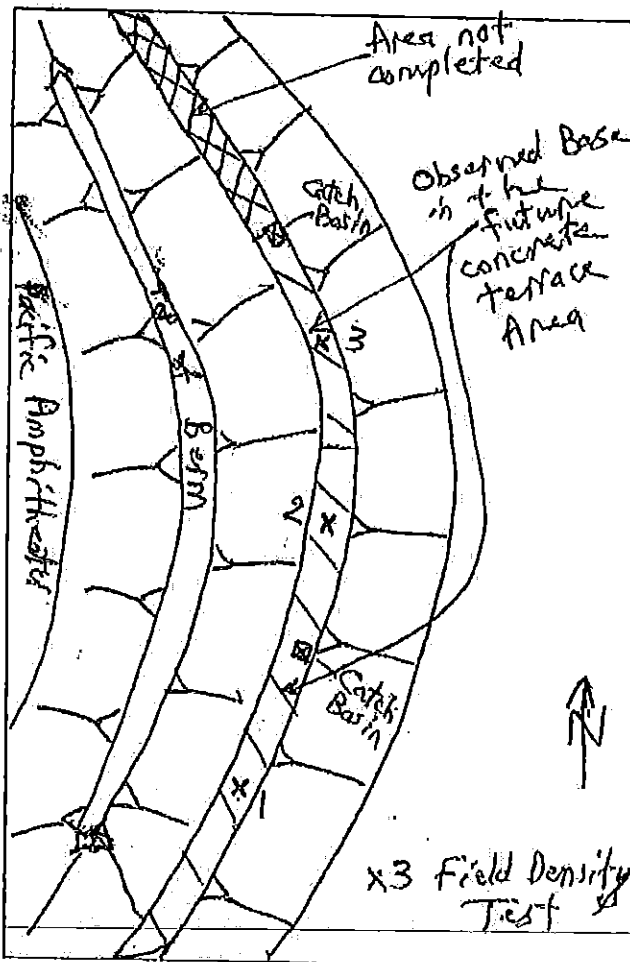
WE HAVE OBSERVED THE: Base - Concrete Terrace Area

☐ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

Approximately 6 inches of Class II Base was placed in the future terrace area, as shown on the sketch. The base was moisture-conditioned and compacted using a plate vibratory plate compactor. The results of field density tests indicate a minimum of 95% relative compaction. All loose material shall be removed from the terrace area prior to placing rebar and concrete.

The area north of the north catch basin has not been completed at the time of this observation. Base placement is under process. Chris will contact Byer Geo next week to schedule the testing of this area.

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC.:

HOURS: 3.5 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: RAFEI BABAYAN

1461 East Chevy Chase Drive, Suite 200 • Glendale, California 91206 • tel 818.549.9959 • fax 818.543.3747 • www.byergeo.com

New Joint Powers Authority Agreements

July 2013



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING **Pacific Amphitheater Berm Renovation: Phase II Construction**

To: Rebecca Desmond, Deputy Executive Director Date: August 15, 2013
California Fairs Financing Authority

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 13- 031-A (CFFA Project No. 03213031)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated) January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

SCHEDULE: See Exhibit A (*August 15, 2013*) Pacific Amphitheater Berm Renovation – Phase II
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.
2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of **TWELVE MILLION, EIGHT HUNDRED and SIX THOUSAND, EIGHT HUNDRED, FIFTY SEVEN DOLLARS and SEVENTY CENTS (\$12,806,857.70)**, which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.

Rebecca Desmond Date
Deputy Executive Director
California Fair Services Authority

Doug Lofstrom Date
Chief Executive Officer
OC Fair & Event Center



**CALIFORNIA
FAIR FINANCING
AUTHORITY**

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

August 15, 2013

Project No. **03213031**
Subject: **32nd District Agricultural Association
Pacific Amphitheater Berm Renovation -Phase II**

The estimated cost proposal for the construction portion of the Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. The construction contract will be between CFFA and the Contractor.
- C. CFFA will provide project management and administration services associated with the Phase II Pacific Amphitheater Berm Renovation construction.

This cost proposal is for construction and management/administration, and oversight. The special inspections, geotechnical, structural, environmental, and material testing services costs included in this proposal are estimated. Included in this cost proposal are CFFA's Project Management fees which will be for 6% of the awarded project construction cost. All professional services and any construction contingency funds that are used will also be subject to CFFA's Project Management fee. A breakdown of the costs and fees is outlined in the table on the following page.

The total cost with fees and estimated construction contract, direct and estimated reimbursable costs, with included contingencies, for **Phase II Pacific Amphitheater Berm Renovation** is estimated to be \$12,806,857.70. This cost includes a 15% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. The construction project management/administration fee for CFFA to provide support for Phase II of the Pacific Amphitheater Berm Renovation project is \$620,898.00. Additional CFFA Project Management fees will be incurred based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended. The

management/administration support fee is comprised of project management (schedules, coordination, specification review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our standard six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

PACIFIC AMPITHEATER PHASE II CONSTRUCTION

Cost Breakdown

| | |
|--|-------------------------|
| <u>PROJECT CONSTRUCTION COSTS</u> | |
| Base Construction Phase II Contract | \$ 8,794,300.00 |
| Add Alternate No. I (Restroom 400) | \$ 592,000.00 |
| Add Alternate No. 1A (Restroom 500) | \$ 592,000.00 |
| Add Alternate No. 2 (Box Offices 200 and 300) | \$ 285,000.00 |
| Add Alternate No. 3 (Vendor Boxes) | \$ 85,000.00 |
| Construction Sub-Total | \$ 10,348,300.00 |
| CONSTRUCTION CONTINGENCY (15%) | \$ 1,552,245.00 |
| <u>PROFESSIONAL SERVICES/CONSULTANTS</u> | |
| Estimated Geotechnical Monitoring and Review Services | \$ 60,000.00 |
| Estimated Special Inspections and Third Party Services | \$ 18,000.00 |
| Estimated Environmental and/or Laboratory Services | \$ 25,000.00 |
| Estimated Structural Review & Observation Services | \$ 10,000.00 |
| Professional Services Sub-Total | \$ 113,000.00 |
| ESTIMATED REIMBURSABLES, i.e. travel, reproduction | \$ 72,500.00 |
| <u>MANAGEMENT/ADMINISTRATION FEES</u> | |
| Project Administration Fee (6%) | \$ 620,898.00 |
| *Construction Contingency Administration Fee (6%) | \$ 93,134.70 |
| *Professional Services Administration Fee (6%) | \$ 6,780.00 |
| Total Costs, with Fees and Estimated Costs | \$ 12,806,857.70 |

*Only actual costs directly associated with any construction contingency funds that are utilized and/or professional services used will be subject to CFFA's Project Management/Administration fee.

The project management fees will be billed in ten (10) equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU and the final installment due upon completion of all contracted efforts. It is scheduled that the project will commence September 1, 2013 and be completed by June 14, 2014. Any direct or reimbursable costs will be

reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

It should be noted that this Scope of Work/Cost Proposal does not include any activities associated with the proposed electric utility upgrade at the site, along with any project management fees for services to design, construct or connect to Southern California Edison (SCE) utilities. A separate Letter of Understanding (LOU) process will need to be entered into for the bidding, construction, and management of the electrical upgrade. Also, any permits or associated review procedures required by other governmental agencies or public or private entities are not included.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031-A, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031-A, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

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

| CONTRACT # | CONTRACTOR | DESCRIPTION | LOCATION | TERM | SPACE SIZE | AMOUNT |
|-------------------|-----------------------|----------------------------------|----------------------|---------------------|-------------------|---------------|
| 23362 | Papa Dan's Products | Beef jerky and bottled hot sauce | OC Lane | 07/02/13 - 08/13/13 | 20' x 10' | \$5,800.00 |
| 23547 | Wing Enterprises, Inc | Ladder systems | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$6,500.00 |
| 23549 | Xpression | Sarongs and Hawaiian clothing | Country Lane | 07/02/13 - 08/13/13 | 10' x 10' | \$2,900.00 |

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23362
DATE March 15, 2013

COMMERCIAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Papa Dan's 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: **OCL 4**
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> |
|------------------------|----------------|----------------|
| OC Lane (20x10 Inline) | 1.00 EA | 5,800.00 |

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 | 2,900.00 |
| Final Payment | 6/17/13 | 2,900.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: <u>\$5,800.00</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.

Papa Dan's Products
2025 Woodbriar Ct
Fullerton, CA 92831

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

By _____
Title: David Batistelli

By _____
Title: Jerome Hohan, Chief Executive Officer

Product and Services for Papa Dan's Products

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

BEEF JERKY; BOTTLED HOT SAUCE

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23547
DATE March 11, 2013

COMMERCIAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Wing Enterprises, 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 808-809**
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 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.

| Payment Schedule | Due Date | Amount |
|---|----------|-------------------|
| Initial Payment | 5/17/13 | 3,250.00 |
| Final Payment | 6/17/13 | 3,250.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$6,500.00 |

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, 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.

Wing Enterprises, Inc.
1198 N. Spring Creek Place
Springville, UT 84663

By _____
Title: Jen Wakeland

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

By _____
Title: Jerome Hoban, Chief Executive Officer

Product and Services for **Wing Enterprises, Inc.**

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

**LADDER LOCK; LADDER RACK; LEG LEVELOR; PROJECT TRAY; TELESCOPING PLANK; WALL STANDOFF; WORK PLATFORM;
LITTLE GIANT LADDER SYSTEMS; LITTLE JUMBO LADDER SYSTEM**

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23549
DATE March 11, 2013

COMMERCIAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Xpression (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: **CL 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 |
|-----------------------------|---------|----------|
| Country Lane (10x10 Inline) | 1.00 EA | 2,900.00 |

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 | 1,450.00 |
| Final Payment | 6/17/13 | 1,450.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: <u>\$2,900.00</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.

Xpression
3225 E. Mobeck St.
West Covina, CA 91791

By _____
Title: Vitriani Soetedjo

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

By _____
Title: Jerome Hoban, Chief Executive Officer

Product and Services for Xpression

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

SARONGS; HAWAIIAN CLOTHING

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

| CONTRACT # | CONTRACTOR | DESCRIPTION | LOCATION | TERM | SPACE SIZE | AMOUNT |
|------------|--|--|---|---------------------|---------------------------------|-------------|
| 23002 | 360 Remodeling, Inc. | Replacement windows | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23014 | Acific, Inc. | Sheets, teeth whitening, argan oil hair products | Festival of Products; Carnival of Products; Family Fair Way | 07/02/13 - 08/13/13 | 20' x 10'; 16' x 10'; 20' x 10' | \$56,000.00 |
| 23017 | Advanced Marketing Int'l dba Kitchen Craft | Cookware and kitchen accessories | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 20' x 10'; 16' x 10' | \$36,000.00 |
| 23020 | All Star Dips | Gourmet soups and dips | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$11,250.00 |
| 23024 | Allegro Satellite | Dish Network TV services | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 20' x 10'; 20' x 8' | \$36,000.00 |
| 23038 | Automobile Club of Southern California | Promotion of Auto Club memberships, generating insurance leads | Parade of Products | 07/02/13 - 08/13/13 | 10' x 15' | \$15,000.00 |
| 23081 | Champagne Spas, Inc. | Spas | Fair Square | 07/02/13 - 08/13/13 | 70' x 25' | \$43,750.00 |
| 23122 | Cutco Cutlery | Household products | Festival of Products | 07/02/13 - 08/13/13 | 20' x 10' | \$20,000.00 |
| 23131 | Ovation Hair dba DC Labs, Inc. c/o Epic Marketing Group, Inc. | Ovation hair products | Carnival of Products | 07/02/13 - 08/13/13 | 16' x 10' | \$16,000.00 |
| 23137 | Dermac Labs Inc. dba Touch of Mink | Custom blended skincare products | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$14,500.00 |
| 23150 | Eagle Creek Enterprises, Inc. dba Sundance Spas of Orange County | Spas | Fair Square | 07/02/13 - 08/13/13 | 50' x 30' | \$37,500.00 |
| 23155 | Elite Home Energy, Inc. dba Elite Tub and Safety | Attic/wall insulation, walk-in safety tubs, window replacement | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 10' x 10'; 10' x 8' | \$18,000.00 |
| 23159 | Enzo & Co. dba Enzo Milano | Hi-dow massager; body comfort, curling/flat irons | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 10' x 10'; 10' x 8' | \$18,000.00 |
| 23199 | Golden Hammocks, Inc | UGO Speakers wireless speaker systems | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23201 | Gordie's Goodies | Bow ties; leather bolos; money belts; pewter buckles; leather belts; money clips; keychains; trophy buckles; key | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$11,250.00 |
| 23204 | Granite Transformations | Granite overlay and cabinet refinishing | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$11,250.00 |
| 23242 | Jeffrey Scott Fine Magnetics | Magnetic jewelry | Carnival of Products | 07/02/13 - 08/13/13 | 20' x 8' | \$16,000.00 |
| 23259 | Kaleo Marketing LLC | Vacation and travel lead generation | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 10' x 10'; 10' x 8' | \$18,000.00 |
| 23271 | L.A. Spas, Inc. | Spas, gazebos and spa accessories | Fair Square | 07/02/13 - 08/13/13 | 57' x 30' | \$42,750.00 |
| 23321 | Multinational Enterprises | Chamois, sponges and mops | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$16,100.00 |
| 23334 | Non-Surgical Spine Care Center | Spinal care service lead generation | Carnival of Products | 07/02/13 - 08/13/13 | 20' x 8' | \$16,000.00 |
| 23379 | Pro-Selection dba Show-Me Products | Stove top grills | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23429 | Reborn Cabinets, Inc. | Kitchen and bathroom remodeling | Carnival of Products | 07/02/13 - 08/13/13 | 20' x 8'; 10' x 8' | \$24,000.00 |
| 23451 | Russian Souvenirs, Inc. | Traditional Russian souvenirs | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$14,500.00 |
| 23464 | So Relax | Personal massage | Parade of Products | 07/02/13 - 08/13/13 | 20' x 15' | \$30,000.00 |

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

| CONTRACT # | CONTRACTOR | DESCRIPTION | LOCATION | TERM | SPACE SIZE | AMOUNT |
|------------|--|---|--|---------------------|---------------------------------|-------------|
| 23481 | Sunshine Kitchen Products | Whisk; infinity lighs | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$11,250.00 |
| 23505 | The Sleep Train, Inc. dba Sleep Train Mattress Centers | Mattresses; bases; frames; linens; pillows; mattress protectors | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 20' x 10'; 16' x 20' | \$52,000.00 |
| 23507 | Thien Dinh Tran | Memory foam pillows | Parade of Products | 07/02/13 - 08/13/13 | 10' x 15' | \$15,000.00 |
| 23537 | WBSC, Inc. dba West Bay | Relaxation products | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 20' x 20'; 16' x 10' | \$56,000.00 |
| 23543 | West Coast Innovations | Professional quality hair tools | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8'; 10' x 8' | \$11,250.00 |
| 23548 | Wyndham Vacation Resorts, Inc. | Vacation and travel lead generation | Parade of Products; Family Fair Way | 07/02/13 - 08/13/13 | 10' x 15'; 20' x 10' | \$35,000.00 |
| 23569 | Tyko Tech, Inc. dba Hobby RC | Toys and games | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23594 | T-Mobile USA dba T-Mobile | Cellular services | Parade of Products | 07/02/13 - 08/13/13 | 10' x 15' | \$15,000.00 |
| 23631 | Diamond Resorts International Marketing, Inc. | Vacation and travel lead generation | Family Fair Way; Livestock Lane; Fair Square | 07/02/13 - 08/13/13 | 10' x 15'; 10' x 20'; 10' x 20' | \$55,000.00 |
| 23635 | Davey's Locker Sportfishing, Inc. | Vacation and travel | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 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 | 10' x 8' | \$8,000.00 |
| 23637 | Euroshine USA, Inc. | Titanium cookware; body shaper; massager | Festival of Products; Carnival of Products | 07/02/13 - 08/13/13 | 10' x 10'; 10' x 15' | \$40,000.00 |
| 23638 | Backyard Accents, LLC dba Kokomo Grills | BBQ islands and outdoor kitchens | Family Fair Way | 07/02/13 - 08/13/13 | 20' x 10' | \$20,000.00 |
| 23639 | Custom Spas Direct LLC | Spas and firepit accessories | Country Lane | 07/02/13 - 08/13/13 | 30' x 20' | \$15,450.00 |
| 23641 | Starr International Trading | Headphones and bluetooth headphones | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23642 | RBI Repetitive Batting Instructor | Baseball and softball training products | Carnival of Products | 07/02/13 - 08/13/13 | 10' x 8' | \$8,000.00 |
| 23647 | Dedicated Sound and Audio, Inc. | Concealed wall art speakers | Festival of Products | 07/02/13 - 08/13/13 | 10' x 10' | \$10,000.00 |
| 23648 | BMF Enterprises, LLC dba Bionic Family | Bionic family jewelry and accessories | Festival of Products | 07/02/13 - 08/13/13 | 10' x 10' | \$10,000.00 |
| 23655 | Massage Corporation | Massage chairs | Parade of Products | 07/02/13 - 08/13/13 | 10' x 15' | \$15,000.00 |
| 24001 | Cancelled | | | | | |
| | | | | | | |

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23002
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 360 Remodeling, 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 516**
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.

360 Remodeling, Inc.
4000 W. Magnolia Blvd., Ste. E
Burbank, CA 91505

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

By _____
Title: **Patrick Havani**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **360 Remodeling, Inc.**

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

REPLACEMENT WINDOWS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

360 Remodeling, Inc.

Seller's Permit: 100660360

4000 W. Magnolia Blvd., Ste. E

Burbank, CA 91505

(818) 398-1433

Patrick Havani, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #516 (10'x8")

Space Fee:

\$8,000

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

Replacement Windows

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 360 Remodeling, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-516).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

360 Remodeling, Inc.
4000 W. Magnolia Blvd, Ste. E
Burbank, CA 91505

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

Patrick Havani, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23014
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 Acific, 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: CP608/708, FP201-202, FFW13
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 |
|--|---------|-----------|
| Festival of Products (20x10 Platinum Corner) | 1.00 EA | 20,000.00 |
| Carnival of Products (16x10 Platinum Corner) | 1.00 EA | 16,000.00 |
| Family Fair Way (20x10 Platinum Space) | 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 | 28,000.00 |
| Final Payment | 6/17/13 | 28,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$56,000.00 |

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.

Acific, Inc.
1155 Camino Del Mar, #124
Del Mar, CA 92014

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

By _____
Title: Billy Xu

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Acific, Inc.

**RENTER agrees that space(s) shall be used for the following purpose only:
SHEETS; TEETH WHITENING; ARGAN OIL HAIR PRODUCTS**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Camival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Acific, Inc.

Seller's Permit Number: 101-279497

1155 Camino Del Mar, #124

Del Mar, CA 92104

(917) 715-1009

Billy Xu, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #201-202 (20'x10')

Carnival of Products – CP #608/708 (16'x10')

Family Fair Way – FFW #13 (20'x10')

Space Fee:

\$56,000

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

Sheets, Teeth Whitening, Argan Oil Hair Products

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTY-SIX THOUSAND DOLLARS (\$56,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Acific, Inc. outside of designated space(s).
 - i. To sell the following services/products only at the locations indicated below.
 1. Sheets at FFW #13
 2. Teeth Whitening at CP #608/708 and FP #201
 3. Argan Oil Hair Products at FP #202
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide:
 - a. 200 square feet of space located in Festival of Products (FP-201-202)
 - b. 160 square feet of space located in Carnival of Products (CP-608/708)
 - c. 200 square feet of space located on Family Fair Way (FFW-13)
2. To provide:
 - a. A 20'x10' square foot canopy for space located on Family Fair Way (FFW-13)
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (30 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (138 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (30 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #201-202 and CP #608/708; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide one (1) 4'x2' branded sign to display over booth(s) FP #201-202 and CP #608/708; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #201-202 and CP #608/708.
12. To provide link to Renter website on applicable section of the OC Fair website.
13. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
14. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
15. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Acific, Inc.
1155 Camino Del Mar, #124
Del Mar, CA 92104

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

Billy Xu, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23017
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
Advanced Marketing Int'l. dba Kitchen Craft (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: FP 416/516; CP 415/515
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> |
|--|----------------|----------------|
| Festival of Products (20x10 Platinum Corner) | 1.00 EA | 20,000.00 |
| Carnival of Products (16x10 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 18,000.00 |
| Final Payment | 6/17/13 | 18,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$36,000.00 |

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.

Advanced Marketing Int'l. dba Kitchen Craft
4129 United Ave.
Mount Dora, FL 32757

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

By _____
Title: **Dave Hurley**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Advanced Marketing Int'l. dba Kitchen Craft**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Advanced Marketing Int'l. dba Kitchen Craft

Sellers Permit: 97873126

4129 United Ave.

Mount. Dora, FL 32757

(352) 483-7600

Dave Hurley, President

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #416/516 (20'x10')

Carnival of Products – CP #415/515 (16'x10')

Space Fee:

\$36,000

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

Cookware and Kitchen Accessories

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THIRTY-SIX THOUSAND DOLLARS \$36,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Advanced Marketing Int'l. dba Kitchen Craft outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 200 square feet of space located in Festival of Products (FP-416/516)
 - b. 160 square feet of space located in Carnival of Products (CP-415/515)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
6. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
7. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
8. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
10. To provide link to Renter website on applicable section of the OC Fair website.
11. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
12. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
13. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Advanced Marketing Int'l. dba
Kitchen Craft
4129 United Ave.
Mount Dora, FL 32757

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

Dave Hurley, President

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23020
DATE May 8, 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 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.

All Stars Dips
12005 East 61st Terrace
Kansas City, MO 64133

By _____
Title: Debbie Hendrix

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for All Stars Dips

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

DIP MIXES; DIPS; DESSERT MIXES

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

All Stars Dips

Seller's Permit: 5006537

12005 East 61st Terrace

Kansas City, MO 64133

(816) 916-7821

Debbie Hendrix, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #307 (10'x8')

Space Fee:

\$8,000

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

Natural Dips and Dessert Mixes

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 All Stars Dips outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-307).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

All Stars Dips
12005 East 61st Terrace
Kansas City, MO 64133

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

Debbie Hendrix, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23024
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 Allegro Satellite (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: **FP301-302; CP 301-302**
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 |
|--|---------|-----------|
| Festival of Products (20x10 Platinum Corner) | 1.00 EA | 20,000.00 |
| Carnival of Products (20x8 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 18,000.00 |
| Final Payment | 6/17/13 | 18,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$36,000.00 |

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.

Allegro Satellite
5138 Elkmont Drive
Rancho Palos Verdes, CA 90275

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

By _____
Title: Glenn Vastine

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Allegro Satellite

**RENTER agrees that space(s) shall be used for the following purpose only:
DISH NETWORK TV SERVICES**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Allegro Satellite
Sellers Permit: 51604A
5138 Elkmont Drive
Rancho Palos Verdes, CA 90275
(714) 316-1518
Glenn Vastine, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #301-302 (20'x10')
Carnival of Products – CP #301-302 (20'x8')

Space Fee:

\$36,000

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

Dish Network TV Services

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Allegro Satellite outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 200 square feet of space located in Festival of Products (FP-301-302)
 - b. 160 square feet of space located in Carnival of Products (CP-301-302)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Allegro Satellite
5138 Elkmont Drive
Rancho Palos Verdes, CA 90275

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

Glenn Vastine, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23038
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 Automobile Club of Southern California (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 16**
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 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|---------------------------|
| 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: \$15,000.00 |

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 hercof, 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.

Automobile Club of Southern California
3333 Fairview Rd.
Costa Mesa, CA 92626

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

By _____
Title: Suzanne Wisdom, Vice President, Marketing,
Segmentation & eBusiness

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA**

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

PROMOTION OF AUTO CLUB MEMBERSHIPS; COLLECTION OF INSURANCE LEADS; SHOWCASING AUTO CLUB PRODUCTS/SERVICES TO OC FAIR PATRONS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Automobile Club of Southern California

Seller's Permit: 12-058123

3333 Fairview Rd.

Costa Mesa, CA 92626

(714) 885-2085

Suzanne Wisdom, Vice President, Marketing, Segmentation and eBusiness

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #16 (10'x15')

Space Fee:

\$15,000

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

Promotion of Auto Club Memberships, Collection of Insurance Leads, Showcasing Auto Club products/services to OC Fair patrons

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS \$15,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Automobile Club of Southern California outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 150 square feet of space located in Parade of Products (POP-16).
2. To provide five (5) 2013 OC Fair Photo Credentials per booth for working staff (5 total photo credentials).
3. To provide one hundred twenty (120) OC Fair Courtesy Credentials per booth for working staff (120 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).
15. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly

agreed between the parties that Renter and or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.

16. That all advertising elements prepared by Association or its agents, containing the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California
3333 Fairview Rd.
Costa Mesa, CA 92626

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

Suzanne Wisdom, Vice President,
Marketing, Segmentation and eBusiness

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23081
DATE May 15, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Champagne Spas, 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: **FS 1**
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> |
|------------------------------------|----------------|----------------|
| Fair Square (70x25 Platinum Space) | 1.00 EA | 43,750.00 |

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 | 21,875.00 |
| Final Payment | 6/17/13 | 21,875.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$43,750.00 |

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.

Champagne Spas, Inc.
5710 Kearny Villa Rd., Ste. C
San Diego, CA 92123

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

By _____
Title: **Rick Rowland**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Champagne Spas, Inc.**

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

SPAS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Champagne Spas, Inc.
Sellers Permit: 99866386
5710 Kearny Villa Rd., Ste. C
San Diego, CA 92123
(858) 571-9020
Rick Rowland, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Fair Square – FS #1 (70'x25')

Space Fee:

\$43,750

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

Spas

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS \$43,750 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Champagne Spas, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 1,750 square feet of space located in Fair Square (FS #1).
2. To provide a 25'x70' square foot canopy for the space in Fair Square (FS #1).
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Champagne Spas, Inc.
5710 Kearny Villa Rd., Ste. C
San Diego, CA 92123

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

Rick Rowland, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23122
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
Cutco Cutlery (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: FP 406/506
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> |
|--|----------------|----------------|
| Festival of Products (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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|---------------------------|
| 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.

Cutco Cutlery
322 Houghton Ave.
Olean, NY 14760

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

By _____
Title: **Dorothy Dunn**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for Cutco Cutlery

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Cutco Cutlery

Seller's Permit: 27-745710

322 Houghton Ave.

Olean, NY 14760

(716) 790-7181

Dorothy Dunn, Authorized Independent Cutco Sales Rep.

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #406/506 (20'x10')

Space Fee:

\$20,000

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

Household Products

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS \$20,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Cutco Cutlery outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 200 square feet of space located in Festival of Products (FP-406/506).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Junbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Cutco Cutlery
322 Houghton Ave.
Olean, NY 14760

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

Dorothy Dunn, Authorized Independent
Cutco Sales Rep.

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23131
DATE May 22, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Ovation Hair dba DC Labs, Inc., c/o Epic Marketing Group, 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 408/508
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 (16x10 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 5/30/13 | 8,000.00 |
| Final Payment | 6/28/13 | 8,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$16,000.00 |

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.

Ovation Hair dba DC Labs, Inc., c/o Epic Marketing Group, Inc.
12700 Stowe Dr., #240
Poway, CA 92064

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

By _____
Title: Stephanie Stoner

By _____
Title: Sharon Augenstein, Chief Financial Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Product and Services for Ovation Hair dba DC Labs, Inc., c/o Epic Marketing Group, Inc.

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

OVATION HAIR PRODUCTS



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Ovation Hair dba DC Labs, Inc., c/o Epic Marketing Group, Inc.

Seller's Permit: 101-086314

12700 Stowe Dr., #240

Poway, CA 92064

(858) 613-1887

Stephanie Stoner, President

Epic Marketing Group, Inc.

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #408/508 (16'x10')

Space Fee:

\$16,000

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

Ovation Hair Products

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS \$16,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 28, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Ovation Hair dba DC Labs, Inc., c/o Epic Marketing Group, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 160 square feet of space located in Carnival of Products (CP-408/508).
2. To provide ten (15) 2013 OC Fair Photo Credentials per booth for working staff (15 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Ovation Hair dba DC Labs, Inc.,
c/o Epic Marketing Group, Inc.
12700 Stowe Dr., #240
Poway, CA 92064

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

Stephanie Stoner, President
Epic Marketing Group, Inc.

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23137
DATE May 8, 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

By _____
Title: **Dennis Deetz**

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

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for Dermac Labs, Inc. dba Touch of Mink

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

PET SHAMPOO, MINKSHEEN; TOUCH OF MINK SKIN CARE

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Camival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a bazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Dermac Labs, Inc. dba Touch of Mink

Seller's Permit: 30631429

P.O. Box 5268

Salem, OR 97304

(503) 399-8181

Dennis Deetz, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #624 (10'x8')

Space Fee:

\$8,000

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

Touch of Mink Skin Care

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Dermac Labs, Inc. dba Touch of Mink outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-624).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

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

Dennis Deetz, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23150
DATE **May 15, 2013**

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Eagle Creek Enterprises, Inc. dba Sundance Spas of Orange County (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: FS 16
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> |
|------------------------------------|----------------|----------------|
| Fair Square (50x30 Platinum Space) | 1.00 EA | 37,500.00 |

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 | 18,750.00 |
| Final Payment | 6/17/13 | 18,750.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$37,500.00 |

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.

Eagle Creek Enterprises, Inc. dba
Sundance Spas of Orange County
5710 Kearny Villa Rd., Ste. C
San Diego, CA 92123

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

By _____
Title: Rick Rowland

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Eagle Creek Enterprises, Inc. dba Sundance Spas of Orange County**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Eagle Creek Enterprises, Inc. dba Sundance Spas of Orange County

Sellers Permit: 100-360283

5710 Kearny Villa Rd., Ste. C

San Diego, CA 92123

(858) 571-9020

Rick Rowland, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Fair Square – FS #16 (50'x30')

Space Fee:

\$37,500

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

Spas

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS \$37,500 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Eagle Creek Enterprises, Inc. dba Sundance Spas of Orange County outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 1,500 square feet of space located in Fair Square (FS #16).
2. To provide a 30'x50' square foot canopy for the space in Fair Square (FS #16).
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Eagle Creek Enterprises, Inc. dba
Sundance Spas of Orange County
5710 Kearny Villa Rd., Ste. C
San Diego, CA 92123

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

Rick Rowland, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23155
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 Elite Home Energy, Inc. dba Elite Tub and Safety (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: FP 407; CP 316
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 |
|--|---------|-----------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |
| 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 | 9,000.00 |
| Final Payment | 6/17/13 | 9,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$18,000.00 |

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.

Elite Home Energy, Inc. dba Elite Tub and Safety
10661 Ellis Ave., #J
Fountain Valley, CA 92708

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

By _____
Title: Bill Bachand

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Elite Home Energy, Inc. dba Elite Tub and Safety

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

ATTIC/WALL INSULATION; WALK-IN SAFETY TUBS; WINDOW REPLACEMENT

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Elite Home Energy, Inc. dba
Elite Tub and Safety
Business License: 97-936050
10661 Ellis Ave., #J
Fountain Valley, CA 92708
(714) 968-5304
Bill Bachand, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #407 (10'x10')
Carnival of Products – CP #316 (10'x8')

Space Fee:

\$18,000

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

Attic/Wall Insulation; Walk-In Safety Tubs; Window Replacement

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHTEEN THOUSAND DOLLARS \$18,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Elite Home Energy, Inc. dba Elite Tub and Safety outside of designated space(s).
 - i. To sell the following services/products only at the locations indicated below.
 1. Walk-In Safety Tubs at FP #407
 2. Attic Insulation, Window Replacement, Cool Wall at CP #316
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide:
 - a. 100 square feet of space located in Festival of Products (FP-407)
 - b. 80 square feet of space located in Carnival of Products (CP-316)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Elite Home Energy, Inc. dba
Elite Tub and Safety
10661 Ellis Ave., #J
Fountain Valley, CA 92708

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

Bill Bachand, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23159
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 Enzo & Co. dba Enzo Milano (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: **FP 316 ; CP 724**
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> |
|--|----------------|----------------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |
| 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 | 9,000.00 |
| Final Payment | 6/17/13 | 9,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$18,000.00 |

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.

Enzo & Co. dba Enzo Milano
3303 Harbor Blvd., Ste. E-8
Costa Mesa, CA 92626

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

By _____
Title: Sebastian Renzo Composto

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Enzo & Co. dba Enzo Milano

**RENTER agrees that space(s) shall be used for the following purpose only:
HI-DOW MASSAGER; BODY COMFORT; CURLING/FLAT IRONS**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Camival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Enzo & Co. dba Enzo Milano

Business License: 101-289183

3303 Harbor Blvd., Ste. E-8

Costa Mesa, CA 92626

(714) 429-1405

Sebastian Renzo Composto, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #316 (10'x10')

Carnival of Products – CP #724 (10'x8')

Space Fee:

\$18,000

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

Hi-Dow Massager, Body Comfort, Curling/Flat Irons

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Enzo & Co. dba Enzo Milano outside of designated space(s).
 - i. To sell the following services/products only at the locations indicated below.
 1. Curling/Flat Irons at FP #316
 2. Hi-Dow Massager/Body Comfort at CP #724
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide:
 - a. 100 square feet of space located in Festival of Products (FP-316)
 - b. 80 square feet of space located in Carnival of Products (CP-724)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Enzo & Co. dba Enzo Milano
3303 Harbor Blvd., Ste. E-8
Costa Mesa, CA 92626

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

Sebastian Renzo Composto, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23199
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 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.

| <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.

Golden Hammocks, Inc.
1448 Hetrick Ave.
Arroyo Grande, CA 93420

By _____
Title: **Lucinda Golden**

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

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Golden Hammocks, Inc.**

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

UGO SPEAKERS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Golden Hammocks, Inc.

Seller's Permit: 25-830200

1448 Hetrick Ave.

Arroyo Grande, CA 93420

(805) 574-0621

Lucinda Golden, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #416 (10'x8')

Space Fee:

\$8,000

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

Ugo Speakers

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Golden Hammocks, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-416).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Golden Hammocks, Inc.
1448 Hetrick Ave.
Arroyo Grande, CA 93420

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

Lucinda Golden, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23201
DATE May 8, 2013

**PLATINUM/COMMERCIAL
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Gordie's Goodies (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 225, 325**
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) | 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|---------------------------|
| 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.

Gordie's Goodies
729 Sunset Drive
Vista, CA 92081

By _____
Title: Gordon Schantz

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Gordie's Goodies**

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

BOW TIES; LEATHER BOLOS; MONEY BELTS; PEWTER BUCKLES; LEATHER BELTS; MONEY CLIPS; KEYCHAINS; TROPHY BUCKLES; KEY RINGS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Gordie's Goodies

Seller's Permit: 97054745

729 Sunset Drive

Vista, CA 92081

(760) 941-1338

Gordon Schantz, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #225 (10'x8')

Space Fee:

\$8,000

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

Belts and Buckles

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Gordie's Goodies outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-225).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Gordie's Goodies
729 Sunset Drive
Vista, CA 92081

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

Gordan Schantz, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23204
DATE May 8, 2013

**PLATINUM/COMMERCIAL
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Granite Transformations (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 214-215**
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) | 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|---------------------------|
| Initial Payment | 5/17/13 | 5625.00 |
| Final Payment | 6/17/13 | 5625.00 |
| *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.

Granite Transformations
23552 Commerce Center Dr., Ste. M&N
Laguna Hills, CA 92653

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

By _____
Title: **Tim Lucia**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for Granite Transformations

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

GRANITE OVERLAY; CABINET REFINISHING

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Granite Transformations

Seller's Permit: 102-178963

23552 Commerce Center Dr., Ste. M&N

Laguna Hills, CA 92653

(949) 770-4009

Tim Lucia, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #215 (10'x8')

Space Fee:

\$8,000

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

Granite Kitchen Remodeling

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Granite Transformations outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-215).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Granite Transformations
23552 Commerce Center Dr., Ste. M&N
Laguna Hills, CA 92653

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

Tim Lucia, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23242
DATE May 22, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Jeffrey Scott Fine Magnetics (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 601-602
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 (20x8 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 5/31/13 | 8,000.00 |
| Final Payment | 6/28/13 | 8,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$16,000.00 |

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.

Jeffrey Scott Fine Magnetics
P.O. Box 231627
Las Vegas, NV 89105

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

By _____
Title: Jeffrey Scott Dunmire

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Jeffrey Scott Fine Magnetics**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Jeffrey Scott Fine Magnetics

Seller's Permit: 100388774

P.O. Box 231627

Las Vegas, NV 89105

(702) 407-1391

Jeffrey Scott Dunmire, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #601-602 (20'x8')

Space Fee:

\$16,000

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

Magnetic Jewelry

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS \$16,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Jeffrey Scott Fine Magnetics outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 160 square feet of space located in Carnival of Products (CP-601-602).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Jeffrey Scott Fine Magnetics
P.O. Box 231627
Las Vegas, NV 89105

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

Jeffrey Scott Dunmire, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23259
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 Kaleo Marketing LLC (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: **FP 206; CP 315**
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> |
|--|----------------|----------------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |
| 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 | 9,000.00 |
| Final Payment | 6/17/13 | 9,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment | | Total: \$18,000.00 |

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.

Kaleo Marketing LLC
8592 Venice Blvd.
Los Angeles, CA 90034

By _____
Title: **Michael Oberlander**

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

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Kaleo Marketing LLC**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Kaleo Marketing LLC
Business License: 27-0938356
8592 Venice Blvd.
Los Angeles, CA 90034
(949) 705-8572
Michael Oberlander, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #206 (10'x10')
Carnival of Products – CP #315 (10'x8')

Space Fee:

\$18,000

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

Vacation/Travel

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHTEEN THOUSAND DOLLARS \$18,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Kaleo Marketing LLC outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 100 square feet of space located in Festival of Products (FP-206)
 - b. 80 square feet of space located in Carnival of Products (CP-315)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Kaleo Marketing LLC
8592 Venice Blvd.
Los Angeles, CA 90034

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

Michael Oberlander, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23271
DATE May 22, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and L.A. Spas, 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: **FS-5**
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> |
|------------------------------------|----------------|----------------|
| Fair Square (57x30 Platinum Space) | 1 00 EA | 42,750.00 |

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 | 5/31/13 | 14,250.00 |
| Second Payment | 6/28/13 | 14,250.00 |
| Final Payment | 7/05/13 | 14,250.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$42,750.00 |

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.

L.A. Spas, Inc.
1311 N. Blue Gum St.
Anaheim, CA 92806

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

By _____
Title: Brad de Koning

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for L.A. Spas, Inc.

**RENTER agrees that space(s) shall be used for the following purpose only:
SPAS; GAZEBOS; SPA STEPS; SPA CHEMICAL STARTER KITS**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

L.A. Spas, Inc.

Sellers Permit: 100507441

1311 N. Blue Gum St.

Anaheim, CA 92806

(714) 630-1150

Brad de Koning, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Fair Square – FS #5 (57'x30')

Space Fee:

\$42,750

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

Spas, Gazebos, Spa Steps, Spa Chemical Starter Kits

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FORTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS \$42,750 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 L.A. Spas, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 1,710 square feet of space located in Fair Square (FS-5).
2. To provide a 50'x30' square foot canopy for the space in Fair Square (FS-5).
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

L.A. Spas, Inc.
1311 N. Blue Gum St.
Anaheim, CA 92806

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

Brad de Koning, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23321
DATE May 8, 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.

| <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 |
| 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| 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 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.

Multinational Enterprises
1746 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 Augenstein, Chief Financial Officer**

Product and Services for Multinational Enterprises

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

MINI MASSEUSE & MASSAGE MOUSE; BES MED 550; RHYTHM TOUCH MASSAGER; BES MED 660; XP II; BES MED 770; ULTRA STIM; ULTRA STIM ATTACHMENTS; BES MED ATTACHMENTS; RHYTHM TOUCH ATTACHMENTS; MAGIC TOUCH PRO; RELIEF DR 1000; ION TOUCH; HT360L; SUPER SHAMI; SHAM WOW; PVA SPONGE; MOP

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Multinational Enterprises

Seller's Permit: 18-751156

1746 S. Victoria Ave., Ste. F #288

Ventura, CA 93003

(310) 393-1749

Juan Clauson, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #216 (10'x8')

Space Fee:

\$8,000

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

Super Shamis, Mops, Sponges

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Multinational Enterprises outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-216).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Multinational Enterprises
1746 S. Victoria Ave., Ste. F #288
Ventura, CA 93003

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

Juan Clauson, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23334
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 Non-Surgical Spine Care Center (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 201-202**
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 (20x8 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 8,000.00 |
| Final Payment | 6/17/13 | 8,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$16,000.00 |

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.

Non-Surgical Spine Care Center
18055 Bushard St.
Fountain Valley, CA 92708

By _____
Title: Dr. Barry Schleider

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Non-Surgical Spine Care Center

RENTER agrees that space(s) shall be used for the following purpose only:
SPINAL CARE SERVICE (LEAD GENERATING)

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Non-Surgical Spine Care Center

Business License: 008091

18055 Bushard St.

Fountain Valley, CA 92708

(714) 546-3472

Dr. Barry Schleider, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #201-202 (20'x8')

Space Fee:

\$16,000

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

Spinal Care Service (Lead Generating)

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS \$16,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Non-Surgical Spine Care Center outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 160 square feet of space located in Carnival of Products (CP #201-202).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Non-Surgical Spine Care Center
18055 Bushard St.
Fountain Valley, CA 92708

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

Dr. Barry Schleider, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23379
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 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.

| <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.

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

By _____
Title: Janet Harvey

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Pro-Selection dba Show-Me Products**

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

STOVE TOP GRILL

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Pro Selection dba Show-Me Products

Seller's Permit: 97012094

1125 32nd St. N

Texas City, TX 77590

(409) 948-4457

Janet Harvey, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #308 (10'x8')

Space Fee:

\$8,000

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

Stove Top Grill

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Pro Selection dba Show-Me Products outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-308).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

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

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

Janet Harvey, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23429
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Reborn Cabinets, 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 701-702; CP 324**
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 (20x8 Platinum Corner) | 1.00 EA | 16,000.00 |
| 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 | 12,000.00 |
| Final Payment | 6/17/13 | 12,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$24,000.00 |

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.

Reborn Cabinets, Inc.
2981 E. La Palma Ave.
Anaheim, CA 92806

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

By _____
Title: Edna Lozano

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Reborn Cabinets, Inc.**

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

KITCHEN AND BATHROOM REMODELING

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Reborn Cabinets, Inc.

Business License: 2003-00246

2981 E. La Palma Ave.

Anaheim, CA 92806

(714) 628-2365

Edna Lozano, Marketing Director

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #701-702 (20'x8')

Carnival of Products – CP #324 (10'x8')

Space Fee:

\$24,000

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

Kitchen and Bathroom Remodeling

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of TWENTY-FOUR THOUSAND DOLLARS \$24,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Reborn Cabinets, Inc. outside of designated space(s).
 - i. To sell the following services/products only at the locations indicated below.
 1. Reborn Cabinets at CP #701-702
 2. Reborn Bath Solutions at CP #324
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide:
 - a. 160 square feet of space located in Carnival of Products (CP #701-702)
 - b. 80 square feet of space located in Carnival of Products (CP #324)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Reborn Cabinets, Inc.
2981 E. La Palma Ave.
Anaheim, CA 92806

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

Edna Lozano, Marketing Director

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23451
DATE May 8, 2013

**PLATINUM/COMMERCIAL
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Russian Souvenirs, 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 405-407**
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 | 7,250.00 |
| Final Payment | 6/17/13 | 7,250.00 |
| *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.

Russian Souvenirs, Inc.
24657 Gilmore Street
West Hills, CA 91307

By _____
Title: **Victoria Rybalov**

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

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Russian Souvenirs, Inc.**

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

**RUSSIAN COLLECTIBLES; RUSSIAN HAND PAINTED JEWELRY; RUSSIAN ORNAMENTS; HAND PAINTED SANTA; FABERGE EGGS;
RUSSIAN NESTING DOLLS; RUSSIAN LAQUER BOXES; BALTIC AMBER JEWELRY - GOLD; BALTIC AMBER JEWELRY - SILVER;
RUSSIAN MEMORABILIA; WOOD CARVINGS**

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Russian Souvenirs, Inc.
Seller's Permit: 100-336297
24657 Gilmore St.
West Hills, CA 91307
(818) 516-4160
Victoria Rybalov, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):
Carnival of Products – CP #407 (10'x8')

Space Fee:
\$8,000

Renter agrees that space(s) shall be used for the following purpose only:
Russian Souvenirs

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Russian Souvenirs outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-407).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Russian Souvenirs, Inc.
24657 Gilmore St.
West Hills, CA 91307

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

Victoria Rybalov, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23464
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and So Relax (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 43-44
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 (20x15 Platinum Comer) | 1.00 EA | 30,000.00 |

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 | 15,000.00 |
| Final Payment | 6/17/13 | 15,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$30,000.00 |

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.

So Relax
1155 Camino Del Mar, #124
Del Mar, CA 92014

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

By _____
Title: Billy Xu

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **So Relax**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

So Relax

Sellers Permit: 101-279497

1155 Camino Del Mar, #124

Del Mar, CA 92014

(917) 715-1009

Billy Xu, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #43-44 (20'x15')

Space Fee:

\$30,000

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

Personal Massage

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of THIRTY THOUSAND DOLLARS \$30,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 So Relax outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 300 square feet of space located in Parade of Products (POP #43-44).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

So Relax
1155 Camino Del Mar, #124
Del Mar, CA 92014

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

Billy Xu, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23481
DATE May 8, 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.

| <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) | 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| 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
4195 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**

Product and Services for **Sunshine Kitchen Products**

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

WHISK; INFINITY LIGHTS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Sunshine Kitchen Products

Seller's Permit: 28774525

4195 Chino Hills Parkway, #141

Chino Hills, CA 91709

(303) 807-5650

Julie Motosko, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #507 (10'x8')

Space Fee:

\$8,000

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

Miracle Whisk

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Sunshine Kitchen Products outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-507).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Sunshine Kitchen Products
4195 Chino Hills Parkway, #141
Chino Hills, CA 91709

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

Julie Motosko, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23505
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
The Sleep Train, Inc. dba Sleep Train Mattress Centers (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 401-402/501-502; FP 207/307**
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.

| <u>Description</u> | <u>Ordered</u> | <u>Charges</u> |
|--|----------------|----------------|
| Carnival of Products (16x20 Platinum Corner) | 1.00 EA | 32,000.00 |
| Festival of Products (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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| Initial Payment | 5/17/13 | 26,000.00 |
| Final Payment | 6/17/13 | 26,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$52,000.00 |

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.

**The Sleep Train, Inc. dba Sleep Train
Mattress Centers
2205 Plaza Drive
Rocklin, CA 95765**

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

By _____
Title: **Matt Jessell**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **The Sleep Train, Inc. dba Sleep Train Mattress Centers**

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

MATTRESSES; BASES; FRAMES; LINENS; PILLOWS; MATTRESS PROTECTORS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

The Sleep Train, Inc. dba Sleep Train Mattress Centers
Sellers Permit: 28-782080
2205 Plaza Drive
Rocklin, CA 95765
(916) 742-1326
Matt Jessell, VP of Alternative Sales and Customer Service

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #401-402/501-502 (16'x20')
Festival of Products – FP #207/307 (20'x10')

Space Fee:

\$52,000

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

Mattresses, Bases, Frames, Linens, Pillows and Mattress Protectors

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTY-TWO THOUSAND DOLLARS \$52,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 The Sleep Train, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 320 square feet of space located in Carnival of Products (CP #401-402/501-502)
 - b. 200 square feet of space located in Festival of Products (FP #207/307)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

The Sleep Train, Inc. dba
Sleep Train Mattress Centers
2205 Plaza Drive
Rocklin, CA 95765

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

Matt Jessell, VP of Alternative Sales
and Customer Service

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23507
DATE May 13, 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.

| <u>Description</u> | <u>Ordered</u> | <u>Charges</u> |
|--|----------------|----------------|
| 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| 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: \$15,000.00 |

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.

Thien Dinh Tran
13521 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

Product and Services for **Thien Dinh Tran**

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

PILLOWS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Thien Dinh Tran

Sellers Permit: 100-350439

13521 Redbird St.

Garden Grove, CA 92843

(714) 651-1791

Thien Dinh Tran, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #17 (10'x15')

Space Fee:

\$15,000

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

Pillows

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS \$15,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Thien Dinh Tran outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 150 square feet of space located in Parade of Products (POP-17).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Thien Dinh Tran
13521 Redbird St.
Garden Grove, CA 92843

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

Thien Dinh Tran, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23537
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
WBSC, Inc. dba West Bay (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: FP 317-318/417-418; CP 615/715
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> |
|--|----------------|----------------|
| Festival of Products (20x20 Platinum Space) | 1.00 EA | 40,000.00 |
| Carnival of Products (16x10 Platinum Corner) | 1.00 EA | 16,000.00 |

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 | 28,000.00 |
| Final Payment | 6/17/13 | 28,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total. \$56,000.00 |

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.

WBSC, Inc. dba West Bay
1 Vista Ripalti
Lake Elsinore, CA 92532

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

By _____
Title: Gerald White

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **WBSC, Inc. dba West Bay**

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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

WBSC, Inc. dba West Bay
Sellers Permit: 102-047810
1 Vista Ripalti
Lake Elsinore, CA 92532
(951) 251-4234
Gerald White, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #317-318/417-418 (20'x20')
Carnival of Products – CP #615/715 (16'x10')

Space Fee:

\$56,000

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

Relaxation Products

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTY-SIX THOUSAND DOLLARS \$56,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 WBSC, Inc. dba West Bay outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 400 square feet of space located in Festival of Products (FP #317-318/417-418)
 - b. 160 square feet of space located in Carnival of Products (CP #615/715)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

WBSC, Inc. dba West Bay
1 Vista Ripalti
Lake Elsinore, CA 92532

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

Gerald White, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23543
DATE May 8, 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.

| <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) | 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| 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
119 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

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Product and Services for West Coast Innovations

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

JOSE EBER HAIR CURLING IRONS AND FLAT IRONS; HAIR CHALK



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

West Coast Innovations

Seller's Permit: 97520205

119 North El Camino Real, Ste. E210

Encinitas, CA 92024

(760) 831-7984

Brice Linglet, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #424 (10'x8')

Space Fee:

\$8,000

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

Jose Eber Flat/Curling Irons, Hair Jewelry and Accessories

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 West Coast Innovations outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-424).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

West Coast Innovations
119 North El Camino Real, Ste. E210
Encinitas, CA 92024

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

Brice Linglet, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23548
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Wyndham Vacation Resorts, 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: POP 9; FFW 8
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 Platinum Corner) | 1.00 EA | 15,000.00 |
| Family Fair Way (20x10 Platinum Space) | 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|--------------------|
| Initial Payment | 5/17/13 | 17,500.00 |
| Final Payment | 6/17/13 | 17,500.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$35,000.00 |

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.

Wyndham Vacation Resorts, Inc.
201 W. Katella Ave.
Anaheim, CA 92802

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

By _____
Title: Hal Cliff

By _____
Title: Sharon Augenstein, Chief Financial Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.**
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Product and Services for Wyndham Vacation Resorts, Inc.

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



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Wyndham Vacation Resorts, Inc.

Business License: 113886

201 W. Katella Ave.

Anaheim, CA 92802

(714) 563-3200

Hal Cliff, Senior Vice President

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #9 (10'x15')

Family Fair Way – FFW #8 (20'x10')

Space Fee:

\$35,000

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

Vacation/Travel

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on 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 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Wyndham Vacation Resorts, Inc. outside of designated space(s).
 - i. Staff members may promote Wynham Vacation Resorts, Inc. no more than five (5) feet in front of Family Fair Way 8 (FFW-8)
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 150 square feet of space located in Parade of Products (POP-9)
 - b. 200 square feet of space located on Family Fair Way (FFW-8)
2. To provide a 10'x20' square foot canopy for the space on Family Fair Way (FFW-8)
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (92 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter for booth POP-9.
10. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter for booth POP-9.
11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
12. To provide link to Renter website on applicable section of the OC Fair website.
13. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
14. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
15. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Wyndham Vacation Resorts, Inc.
201 W. Katella Ave.
Anaheim, CA 92802

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

Hal Cliff, Senior Vice President

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23569
DATE June 20, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Tyko Tech, Inc., dba Hobby RC (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 207**
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 |
|---|----------|-------------------|
| Rental Agreement, Exhibit A and Final Payment Due | 7/05/13 | 8,000.00 |
| *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.

Tyko Tech, Inc., dba Hobby RC
1523 W. Orangewood Ave.
Orange, CA 92868

By _____
Title: Murat Zach Yildirim

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Product and Services for Tyko Tech, Inc., dba Hobby RC

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

TOYS/GAMES



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Tyko Tech, Inc., dba Hobby RC

Seller's Permit: 102-183258

1523 W. Oranewood Ave.

Orange, CA 92868

(714) 288-0400

Murat Zach Yildirim, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #207 (10'x8')

Space Fee:

\$8,000

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

Toys/Games

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental 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 and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Tyko Tech, Inc. dba Hobby RC outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-207).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).

Tyko Tech, Inc. dba Hobby RC
1523 W. Orangewood Ave.
Orange, CA 92868

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

Murat Zach Yildirim, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23594
DATE May 22, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and T-Mobile USA dba T-Mobile (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 45
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 | 5/30/13 | 7,500.00 |
| Final Payment | 6/28/13 | 7,500.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$15,000.00 |

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.

T-Mobile USA dba T-Mobile
3 MacArthur Place, Ste. 1000
Santa Ana, CA 92707

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

By _____
Title: Sam Sindha

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for T-Mobile USA dba T-Mobile

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

CELLULAR SERVICES

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

T-Mobile USA dba T-Mobile

Seller's Permit: 101-275239

3 MacArthur Place, Ste. 1000

Santa Ana, CA 92707

(714) 850-6648

Sam Sindha, Vice President/General Manager

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #45 (10'x15')

Space Fee:

\$15,000

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

Cellular Services

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS \$15,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 28, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 T-Mobile USA outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 150 square feet of space located in Parade of Products (POP-45).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

T-Mobile USA dba T-Mobile
3 MacArthur Place, Ste. 1000
Santa Ana, CA 92707

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

Sam Sindha, Vice President/
General Manager

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23631
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
Diamond Resorts International Marketing, 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: **FFW 14; LL 19; FS P2**
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 (10'x15' Platinum Space) | 1.00 EA | 15,000.00 |
| Livestock Lane (10'x20' Platinum Space) | 1.00 EA | 20,000.00 |
| Fair Square (10'x20' Platinum Space) | 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 | 27,500.00 |
| Final Payment | 6/17/13 | 27,500.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$55,000.00 |

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.

Diamond Resorts International Marketing, Inc.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

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

By _____
Title: **C. Alan Bentley**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for Diamond Resorts International Marketing, Inc.

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

VACATION/TRAVEL

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, in manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Diamond Resorts International Marketing, Inc.

Business License: 3766

10600 W. Charleston Blvd.

Las Vegas, NV 89135

(714) 800-1364

C. Alan Bentley, Executive Vice President

Space Description (e.g. Fair Square, Festival of Products, etc.):

Family Fair Way/Green Gate – FFW #14 (15'x 10')

Livestock Lane/Yellow Gate – LL #19 (20'x 10')

Fair Square – FS #P2 – (20'x 10')

Space Fee:

\$55,000

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

Vacation/Travel

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Diamond Resorts International Marketing, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.

8. 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.
9. 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 provide:
 - a. 150 square feet of space located on Family Fair Way/Green Gate (FFW-14)
 - b. 200 square feet of space located on Livestock Lane/Yellow Gate (LL-19)
 - c. 200 square feet of space located in Fair Square (FS-P2)
2. To provide:
 - a. A 10'x15' square foot canopy for space located on Family Fair Way/Green Gate (FFW-14)
 - b. A 10'x20' square foot canopy for space located on Livestock Lane/Yellow Gate (LL-19)
 - c. A 10'x 20' square foot canopy for space located in Fair Square (FS-P2)
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (30 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (138 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (30 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Diamond Resorts International
Marketing, Inc.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

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

C. Alan Bentley,
Executive Vice President

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23635
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 Davey's Locker Sportfishing, 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 707
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., L.P, 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.

Davey's Locker Sportfishing, Inc.
400 Main Street
Newport Beach, CA 92661

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

By _____
Title: Donald C. Brockman

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Davey's Locker Sportfishing, Inc.**

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

VACATION/TRAVEL

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Davey's Locker Sportfishing, Inc.

Seller's Permit: 100-907371

400 Main Street

Newport Beach, CA 92661

(949) 673-1434

Donald C. Brockman, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #707 (10'x8')

Space Fee:

\$8,000

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

Vacation/Travel

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Davey's Locker Sportfishing, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-707).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Davey's Locker Sportfishing, Inc.
400 Main Street
Newport Beach, CA 92661

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

Donald C. Brockman, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23636
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
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.

| <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: \$8000.00 |

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.

Comedy Club of Brea dba Brea Improv
120 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**

Product and Services for **Comedy Club of Brea dba Brea Improv**

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

COMEDY CLUB

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Comedy Club of Brea dba Brea Improv

Seller's Permit: 97-614083

120 South Brea Blvd.

Brea, CA 92821

(714) 482-0700

Douglas Clark, Regional Manager

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #524 (10'x8')

Space Fee:

\$8,000

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

Comedy Club

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Comedy Club of Brea dba Brea Improv outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-524).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

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

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

Douglas Clark, Regional Manager

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23637
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 Euroshine USA, 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: FP 306; POP 8; POP 36
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 |
|--|---------|-----------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |
| Parade of Products (10x15 Platinum Corner) | 2.00 EA | 30,000.00 |

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 | 20,000.00 |
| Final Payment | 6/17/13 | 20,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$40,000.00 |

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.

Euroshine USA, Inc.
13359 Chambord St.
Brooksville, FL 34613

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

By _____
Title: Ingo Van Styn

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Euroshine USA, Inc.

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

TITANIUM COOKWARE; BODY SHAPER; MASSAGER

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Euroshine USA, Inc.
Sellers Permit: 101-326677
13359 Chambord St.
Brooksville, FL 34613
(352) 596-4555
Ingo Van Styn, President

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #306 (10'x10')
Parade of Products – POP #8 (10'x15')
Parade of Products – POP #36 (10'x15')

Space Fee:

\$40,000

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

Titanium Cookware, Body Shaper, Massager

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FORTY THOUSAND DOLLARS (\$40,000) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Euroshine USA, Inc. outside of designated space(s).
 - i. To sell the following services/products only at the locations indicated below.
 1. Titanium Elite Cookware at FP #306
 2. Eurobody Shaper at POP #8
 3. Eurosage at POP #36
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).

7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide:
 - a. 100 square feet of space located in Festival of Products (FP-306)
 - b. 150 square feet of space located in Parade of Products (POP-8)
 - c. 150 square feet of space located in Parade of Products (POP-36)
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (30 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (138 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (30 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s). Decals to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s). Signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Euroshine USA, Inc.
13359 Chambord St.
Brooksville, FL 34613

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

Ingo Van Styn, President

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

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.

| <u>Description</u> | <u>Ordered</u> | <u>Charges</u> |
|---|----------------|----------------|
| 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|--|-----------------|---------------------------|
| 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
1412 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

Product and Services for **Backyard Accents, LLC dba Kokomo Grills**

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

BBQ ISLANDS; GRILLS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Backyard Accents, LLC dba Kokomo Grills

Business License: 20067993

1412 E. Hammond Lane

Phoenix, AZ 85034

(602) 749-2052

Aaron Watts, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Family Fair Way – FFW #7 (20'x10')

Space Fee:

\$20,000

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

BBQ Islands, Grills

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of TWENTY THOUSAND DOLLARS \$20,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Backyard Accents, LLC dba Kokomo Grills outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 200 square feet of space located on Family Fair Way (FFW #7).
2. To provide a 20'x10' square foot canopy for the space on Family Fair Way (FFW #7).
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Backyard Accents, LLC dba
Kokomo Grills
1412 E. Hammond Lane
Phoenix, AZ 85034

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

Aaron Watts, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23639
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 Custom Spas Direct LLC (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. CL 2
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> |
|--------------------------------------|----------------|----------------|
| Country Lane (30x20 Platinum Corner) | 1.00 EA | 15,450.00 |

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 | 7,725.00 |
| Final Payment | 6/17/13 | 7,725.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$15,450.00 |

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.

Custom Spas Direct LLC
737 Quince Ave.
Upland, CA 91786

By _____
Title: James Galpin

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for Custom Spas Direct LLC

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

SPAS; FIRE LOGS; FIRE PIT ACCESSORIES; BAR SETS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Custom Spas Direct LLC
Sellers Permit: 102-176605
737 N. Quince Ave.
Upland, CA 91786
(909) 974-8118
James Galpin, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):
Country Lane – CL #2 (30'x20')

Space Fee:
\$15,450

Renter agrees that space(s) shall be used for the following purpose only:
Spas, Fire Logs, Fire Pit Accessories, Bar Sets

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS \$15,450 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Custom Spas Direct LLC outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 600 square feet of space located on Country Lane (CL #2).
2. To provide a 30'x20' square foot canopy for the space on Country Lane (CL #2).
3. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
5. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Custom Spas Direct LLC
737 N. Quince Ave.
Upland, CA 91786

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

James Galpin, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23641
DATE May 13, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Starr International Trading (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 208**
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.

Starr International Trading
27943 Seco Canyon Rd., #222
Santa Clarita, CA 91350

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

By _____
Title: **Malin Starr**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for Starr International Trading

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

HEADPHONES; BLUETOOTH HEADPHONES

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A
July 12, 2013 – August 11, 2013

Renter:

Starr International Trading
Sellers Permit: 101-693344
27943 Seco Canyon Rd., #222
Santa Clarita, CA 91350
(661) 296-4744
Malin Starr, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):
Carnival of Products – CP #208 (10'x8')

Space Fee:
\$8,000

Renter agrees that space(s) shall be used for the following purpose only:
Headphones, Bluetooth Headphones

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Starr International Trading outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-208).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Starr International Trading
27943 Seco Canyon Rd., #222
Santa Clarita, CA 91350

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

Malin Starr, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23642
DATE May 13, 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
445 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**

Product and Services for RBI Repetitive Batting Instructor

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

REPETITIVE BATTING VORTEX; BAT GRIPS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

RBI Repetitive Batting Instructor

Seller's Permit: 102-064239

445 E. Carmel, Ste. B

San Marcos, CA 92078

(760) 736-4800

Anthony Fick, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Carnival of Products – CP #607 (10'x8')

Space Fee:

\$8,000

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

Repetitive Batting Vortex, Bat Grips

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS \$8,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 17, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 RBI Repetitive Batting Instructor outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 80 square feet of space located in Carnival of Products (CP-607).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

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

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

Anthony Fick, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23647
DATE May 24, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Dedicated Sound and Audio, 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: **FP 216**
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> |
|--|----------------|----------------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |

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 | 5/30/13 | 5,000.00 |
| Final Payment | 6/28/13 | 5,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: <u>\$10,000.00</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 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.

Dedicated Sound and Audio, Inc.
26784 Vista Terrace
Lake Forest, CA 92630

By _____
Title: Stephen Ventre

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

By _____
Title: Sharon Augenstein, Chief Financial Officer

Product and Services for **Dedicated Sound and Audio, Inc.**

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

CONCEALED WALL ART SPEAKERS

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Dedicated Sound and Audio, Inc.

Seller's Permit: 102382710

26784 Vista Terrace

Lake Forest, CA 92630

(602) 680-7830

Stephen Ventre, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #216 (10'x10')

Space Fee:

\$10,000

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

Concealed Wall Art Speakers

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of TEN THOUSAND DOLLARS \$10,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 28, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Dedicated Sound And Audio, Inc. outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 100 square feet of space located in Festival of Products (FP-216).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Dedicated Sound and Audio, Inc.
26784 Vista Terrace
Lake Forest, CA 92630

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

Stephen Ventre, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23648
DATE May 24, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
BMF Enterprises, LLC dba Bionic Family (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: **FP 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.

| <u>Description</u> | <u>Ordered</u> | <u>Charges</u> |
|--|----------------|----------------|
| Festival of Products (10x10 Platinum Corner) | 1.00 EA | 10,000.00 |

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 | 5/30/13 | 5,000.00 |
| Final Payment | 6/28/13 | 5,000.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$10,000.00 |

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.

BMF Enterprises, LLC dba Bionic Family
23025 N. 15th Ave., #102
Phoenix, AZ 85027

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

By _____
Title: **Bob Bogue**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **BMF Enterprises, LLC dba Bionic Family**

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

BIONIC FAMILY JEWELRY AND ACCESSORIES

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

BMF Enterprises, LLC dba Bionic Family

Seller's Permit: 102327879

23025 N. 15th Ave., #102

Phoenix, AZ 85027

(602) 680-7830

Bob Bogue, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Festival of Products – FP #507 (10'x10')

Space Fee:

\$10,000

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

Bionic Family Jewelry and Accessories

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of TEN THOUSAND DOLLARS \$10,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 28, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 BMF Enterprises, LLC dba Bionic Family outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 100 square feet of space located in Festival of Products (FP-507).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

BMF Enterprises, LLC
dba Bionic Family
23025 N. 15th Ave., #102
Phoenix, AZ 85027

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

Bob Bogue, Owner

Sharon Augenstein, Chief Financial Officer

REVIEWED _____
APPROVED _____

AGREEMENT NO. 23655
DATE June 12, 2013

**PLATINUM SPACE
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Massage Corporation (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 35**
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 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.

| <u>Payment Schedule</u> | <u>Due Date</u> | <u>Amount</u> |
|---|-----------------|---------------------------|
| Initial Payment | 6/07/13 | 7,500.00 |
| Final Payment | 6/28/13 | 7,500.00 |
| *Payments postmarked after the due date will be subject to a late fee of \$100 per payment. | | Total: \$15,000.00 |

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.

Massage Corporation
27762 Antonio Parkway, Ste. 11-293
Ladera Ranch, CA 92694

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

By _____
Title: **McCann Utu**

By _____
Title: **Sharon Augenstein, Chief Financial Officer**

Product and Services for **Massage Corporation**

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

MASSAGE CHAIRS; MASSAGE OTTOMAN; PORTABLE AUDIOVISUAL STIMULATOR

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles free from all rubbish and debris.
 3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
 4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
 5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
 6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
 7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
 8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
 9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
 - ~~10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.~~
 11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
 12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
 13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
 14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
 15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
 16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
 17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
 18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
 19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
 20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
 21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
 22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Memo for Fair Management: Hazardous Agreements. If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one. Nondiscrimination Clause, Form 17A or Form 17B for Agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 of page one.



EXHIBIT A

July 12, 2013 – August 11, 2013

Renter:

Massage Corporation

Seller's Permit: 102-402330

27762 Antonio Parkway, Ste. 11-293

Ladera Ranch, CA 92694

(972) 880-6244

McCann Utu, Owner

Space Description (e.g. Fair Square, Festival of Products, etc.):

Parade of Products – POP #35 (10'x15')

Space Fee:

\$15,000

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

Massage Chairs, Massage Ottoman, Portable Audiovisual Stimulator

Renter Agrees:

1. To be a Platinum Partner at the 2013 OC Fair on July 12, 2013 – August 11, 2013 at the OC Fair & Event Center.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS \$15,000 as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule as outlined on the Rental Agreement. Payment in full must be received no later than June 28, 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 Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter 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 Massage Corporation outside of designated space(s).
 - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during operating hours.
 - c. All working staff, accessing the OC Fair by Photo or Courtesy Credentials, are required to submit the proper paperwork to CPMG including the Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2013 OC Fair.
 - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 am and open to the public from 10:00 am to at least 11:00 pm on each Saturday and Sunday of the 2013 OC Fair dates and by 11:30 am and open to the public from Noon to at least 11:00 pm on each Wednesday, Thursday and Friday of the 2013 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be near the designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes, and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
8. 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.
9. 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 provide 150 square feet of space located in Parade of Products (POP-35).
2. To provide ten (10) 2013 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Courtesy Credentials per booth for working staff (46 total courtesy credentials).
4. To provide ten (10) 2013 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2013 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2013 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers (pending production deadlines).
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition in the Platinum Partner advertisement in the Daily Program Shopping Guide (pending production deadlines).

Massage Corporation
27762 Antonio Parkway, Ste. 11-293
Ladera Ranch, CA 92694

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

McCann Utu, Owner

Sharon Augenstein, Chief Financial Officer



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 ITEM NUMBER: 9A

SUBJECT: Committee/Task Force/Liaison Reports

DATE: August 16, 2013

FROM: Douglas La Belle, Board Chair

PRESENTATION BY: Douglas La Belle, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

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

- i. TelPhil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2013 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 **ITEM NUMBER:** 9B

SUBJECT: Discussion of SB-741

DATE: August 16, 2013

FROM: Ashleigh Aitken, member

PRESENTATION BY: Doug Lofstrom, OC FEC Chief Executive Officer

RECOMMENDATION

For discussion and action as deemed appropriate.

SUMMARY

At May 23, 2013 Board of Directors meeting, representatives from the Orange County Fair Preservation Society voiced their concerns that the passage of Senate Bill 741 would have a negative impact on the future of the California system of fairs. Specifically, the concerns were that there are not restrictions on what activities can be conducted on a fairgrounds, the lack of definition of a "fair" or "fairgrounds" and a need for greater notice requirements for a change of use outside those defined activities.

The 32nd DAA voted to notify the drafter of Senate Bill 741, Senator Anthony Cannella, of its concerns regarding his bill. The Board agreed to draft a letter to Senator Cannella, and requested Board Member Ashleigh Aitken and OC Fair & Event Center CEO Doug Lofstrom to meet with the concerned parties (Orange County Fair Preservation Society and Western Fair Association representatives) and report back to the Board at its next meeting.

BACKGROUND OF SB 741

There are a total of 78 fairs statewide. This network of fairs is composed of 52 district agricultural associations (DAA), 23 county fairs, 2 citrus fruit fairs, and The California Exposition and State Fair (Cal Expo). DAAs are state government entities that are governed by nine-member gubernatorial appointed boards of directors. In

contrast, county fairs are county government or not-for-profit organizations; citrus fruit fairs are not-for-profit organizations; and Cal Expo is a state agency.

The Division of Fairs and Expositions within the California Department of Food and Agriculture (CDFA) provides fiscal and policy oversight for the network of California fairs, and the Department of General Services (DGS) provides oversight for use of state property, procurement, and services contracts.

Prior to 2009, funding for these fairs was supported in part by horse racing license fees. Beginning in 2009, \$32 million was continuously appropriated from the General Fund into the Fairs and Exposition (F&E) Fund to provide funding for the network of fairs. However, the General Fund support was eliminated in the 2011-12 budget, thus requiring the fairs to be self-sufficient.

PURPOSE OF SB 741

According to Western Fairs Association materials SB 741 aims to:

1. Consolidates the Satellite Wagering Account and the Fair and Exposition Fund into one fund – the F&E Fund. Re-prioritizes the purposes of the fund to reflect the new reality, and retains CDFA as the agency responsible for the fund as it is in current law.
2. Provides that funding for the network of California fairs in the future will be a cooperative venture and will be generated from multiple sources, public and private, ensures that any new revenues generated for the support of the network of fairs will be deposited into the F&E Fund, and eliminates pro rata payments for fairs except for those related to personnel costs.
3. Provides that fairs receiving money from the fund shall be examined and reviewed annually and audited once every three years by an independent registered certified public accountant or certified public accountancy firm. Fairs with budgets exceeding \$5 million will still be required to be audited annually. Further provides that costs associated with a fair's annual review or audit shall be the responsibility of each fair, and with the approval and assistance of the secretary may be conducted and contracted for by a combination of two or more fairs in order to be more cost effective.
4. This bill will continue the gubernatorial appointments of District Agricultural Association Board Members as they exist in current law but will allow for the removal of a Director for cause by the Governor during their first year of service.
5. Restates the powers and duties of the District Agricultural Associations, establishes that the board shall develop, maintain, and comply with its own written policies and procedures for contracting, requires specified competitive bidding procedures for a contract or procurement involving expenditures in excess of \$100,000. (Mirrors the authority to contract granted to the State Lottery – a similar revenue generating agency in government.)

6. Provides that District Agricultural Associations have title and control of the personal property of the fair.
7. Repeals several obsolete sections of law and makes technical conforming amendments to other sections.
8. Contains an Urgency Clause.

It appears that point 5 and 6 cause the greatest concern to the Orange County Fair Preservation Society, in that this bill **(i)** eliminates the requirement that the CDFA and the DGS must approve all contracts, purchases or leases of land or other property by the fair boards, and **(ii)** Repeals the requirement that fair boards 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. (See Senate Appropriations Committee Fiscal Summary by Senator Kevin de León, Chair).

MEETINGS WITH INTERESTED PARTIES

On July 25, 2013, Board Member Ashleigh Aitken and OC Fair & Event Center CEO Doug Lofstrom held a conference call with Stephen Chambers from Western Fairs Association. Mr. Chambers indicated that with a lack of guaranteed funding from the general fund, smaller fairs (unlike OCFEC) are at risk for closure that would result in a loss of use, jobs, and revenue. This bill aims to provide local control to fairs and assist them in operating more efficiently and save resources. He further indicated that it is cumbersome on fairs to have to go through CDFA and DGS to approve leases or enter into potential revenue-generating ventures.

On August 14, 2013, Board Member Ashleigh Aitken and OC Fair & Event Center CEO Doug Lofstrom met with Reggie Mundekis from the Orange County Fair Preservation Society. The OCFPS is strongly opposed to SB 741. They view the bill as a first step towards the privatization of fairs, either through sales, long-term lease of property, or conversion to non-profits or joint powers authorities. Further, the Preservation Society was concerned that the letter drafted after the board meeting did not appear in the bill record.

POTENTIAL POINTS FOR CONSIDERATION

1. Board Member Aitken asked CEO Lofstrom to trace the May 2013 Board letter to Senator Cannella, and confirm that the Senate office and the appropriate committee received the letter. The letter should be part of the public record.
 - a. The Board did not specifically oppose the bill, but offered suggested amendments to be included. The Board could consider writing an opposition letter to ensure the Board is listed as opposed.

2. Exemption of the 32nd DAA. Stephen Chambers of WFA indicated that the 32nd DAA could request to be exempted from SB 741, and continue to operate as usual.
 - a. The Board may request that WFA provide details as to how the 32nd DAA could make this a reality and how it would impact the 32nd DAA.
3. Policy of 32nd DAA. A main concern to the OCFPS is the potential lack of notice to the public if SB 741 passes.
 - a. The Board could consider making its own local rule to ensure greater notice in the case of a long term lease, sale, or non-traditional use.

Memo

DATE: August 16, 2013
TO: OCFEC Board of Directors
FROM: Doug Lofstrom, OCFEC Chief Executive Officer
RE: Correspondence with Sen. Canella

Attached is the letter sent to Sen. Canella communicating the OCFEC Board of Directors' concerns regarding SB-741.

This letter was mailed to Sen. Canella's Sacramento office on June 3, 2013. Additionally, the letter was faxed to the Assembly Agriculture Committee, each member of the Committee, and the OC Delegation in Sacramento.



Senator Anthony Cannella
State Capitol, Room 3048
Sacramento, CA 95814-4900

RE: SB 741

Senator Cannella,

At its May 23, 2013 Board meeting, the Board of the 32nd District Agricultural Association received an update regarding your bill, SB 741. Upon hearing the update, the Board recognized there were three areas of concern they felt should be included in the language of the legislation in view of the controversy that arose with regard to the potential privatization of the Orange County Fairgrounds. The lesson that the Board has learned is that an open, transparent process should be followed for any use of fairgrounds property that would fall outside of the parameters of what most people would view as typical fair uses. The ability of the public to address these issues is hampered by the fact that currently there is no definition in the Food and Agriculture Code of what constitutes a Fair and what uses may be appropriate for fairgrounds.

Accordingly, the Board unanimously voted to request the following items be addressed in the legislation:

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. A process to notify the public and give them an opportunity to be heard when other uses are considered is the key component of the Board's recommendation.

I think it is safe to say our Board is concerned about this legislation without the items described above being included. Should you have any questions regarding our position, please feel free to contact me.

Sincerely,

Douglas La Belle
Board Chair
32nd District Agricultural Association
OC Fair & Event Center

cc: Stephen Chambers, Western Fairs Association
OCFEC Board of Directors
Doug Lofstrom



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 **ITEM NUMBER:** 9C

SUBJECT: Review and Approve Bid for Memorial Garden Building Relocation

DATE: August 16, 2013

FROM: Gary Hardesty, Chief Production & Technology Officer

PRESENTATION BY: Gary Hardesty, Chief Production & Technology Officer

RECOMMENDATION

Authorize California Fairs Finance Authority (CFFA) to contract on behalf of OC Fair & Event Center with selected apparent lowest qualified bidder for Memorial Garden building relocation.

BACKGROUND

The bid opening is Tuesday, August 20, 2013. At the Board meeting scheduled for Thursday, August 22, CFFA will provide a recommendation to the Board of Directors to contract with the apparent lowest qualified bidder.

In consultation with an environmental consultant, Keeton Kreitzer, and an historic resources consultant, Margarita Wuellner, it has been determined that the relocation of the "Barracks" building, subsequently found to have been a convalescent facility, has been determined not to have a significant effect on the environment in accordance with the provisions of Category 31 and will be relocated and restored in accordance with the provisions of the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

ENVIRONMENTAL DOCUMENTATION IN SUPPORT OF A
CLASS 31 CATEGORICAL EXEMPTION

**Orange County Fairgrounds
Relocation of the
Memorial Garden Convalescent Building**

LEAD AGENCY:

Orange County Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626
Contact: Mr. Doug Lofstrom, Chief Executive Officer
(714) 708-1510

PREPARED BY:

Keeton Kreitzer Consulting
P. O. Box 3905
Tustin, California 92781-3905
Contact: Mr. Keeton K. Kreitzer, Principal
(714) 665-8509

July 2013

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TABLE OF CONTENTS

| | Page |
|--|----------|
| 1.0 INTRODUCTION | 1 |
| 1.1 STATUTORY AUTHORITY AND REQUIREMENTS | 1 |
| 1.2 PURPOSE | 2 |
| 2.0 PROJECT DESCRIPTION | 3 |
| 2.1 PROJECT LOCATION AND ENVIRONMENTAL SETTING | 3 |
| 2.2 PROJECT DESCRIPTION | 3 |
| 3.0 ENVIRONMENTAL ANALYSIS..... | 6 |
| 3.1 AESTHETICS..... | 6 |
| 3.2 AGRICULTURE AND FOREST RESOURCES | 6 |
| 3.3 AIR QUALITY..... | 6 |
| 3.4 BIOLOGICAL RESOURCES | 6 |
| 3.5 CULTURAL RESOURCES | 7 |
| 3.6 GEOLOGY AND SOILS..... | 8 |
| 3.7 GREENHOUSE GAS EMISSIONS..... | 8 |
| 3.8 HAZARDS AND HAZARDOUS MATERIALS | 8 |
| 3.9 HYDROLOGY AND WATER QUALITY | 9 |
| 3.10 LAND USE AND PLANNING..... | 9 |
| 3.11 MINERAL RESOURCES | 9 |
| 3.12 NOISE | 10 |
| 3.13 POPULATION AND HOUSING..... | 10 |
| 3.14 PUBLIC SERVICES..... | 10 |
| 3.15 RECREATION | 10 |
| 3.16 TRANSPORTATION/TRAFFIC..... | 10 |
| 3.17 UTILITIES AND SERVICE SYSTEMS | 10 |
| 3.18 CONCLUSION | 11 |
| 3.19 REFERENCES | 12 |
| 3.20 REPORT PREPARATION PERSONNEL..... | 12 |

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1.0 INTRODUCTION

1.1 STATUTORY AUTHORITY AND REQUIREMENTS

Following preliminary review of the proposed Relocation of the Memorial Garden Convalescent Building ("Convalescent Building"), the Orange County Fair & Events Center has determined that the Project is subject to Article 19 (Categorical Exemptions) of the California Environmental Quality Act (CEQA) Guidelines. This environmental assessment provides the documentation to support the conclusion of "no significant effect on the environment" as prescribed by Section 21084 of the Public Resources Code.

Pursuant to Article 19 of the State CEQA Guidelines, the proposed relocation of the Convalescent Building is included in a class of projects that has "... been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA." Specifically, the project falls under Section 15331 (Historical Resource Restoration/Rehabilitation). As provided by Section 15331:

"Class 31 consists of projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings."

Notwithstanding the guidance provided pursuant to Section 15531 of the State CEQA Guidelines, all categorical exemptions must comply with the conditions stipulated in Section 15300.2. Specifically, the proposed project must comply with Sections 15300.2(b) through 15300.2(f), as prescribed below.

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impacts of successive projects of the same type in the same place, over time is significant.
- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
- (f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resources.

1.2 PURPOSE

The purpose of the Environmental Assessment that follows is to provide documentation of the facts in support of the finding that the proposed project is exempt from the environmental review process because it falls within a class of projects (Class 31) included in the State CEQA Guidelines that would not have a significant effect on the environment and that none of the conditions under Guidelines Section 15300.2 have been found to exist. The additional analysis presented in Chapter 3 provides supporting documentation for the conclusion that the categorical exemption determination made by the Orange County Fair & Events Center is appropriate and complies with the relevant regulatory practices and procedures.

2.0 PROJECT DESCRIPTION

2.1 PROJECT LOCATION AND ENVIRONMENTAL SETTING

PROJECT LOCATION

The project site is located within the 150-acre Orange County Fair and Events Center (OCFEC) property located at 88 Fair Drive, Costa Mesa, CA 92626. The OCFEC property is located in central Costa Mesa, on the north side of Fair Drive between Newport Boulevard (southbound) to the east and Fairview Road to the west. Arlington Drive is located along the property's northern boundary. Although within the City of Costa Mesa, as state property, it is not subject to the jurisdiction of the City.

ENVIRONMENTAL SETTING

The OCFEC has existed at the Fair Drive location for nearly 60 years and is the site of a year-round exhibition, conference, and event center. In addition to the annual summer fair, events and exhibitions occur at the Fairgrounds each weekend, including the Orange County Marketplace, a swap meet that occupies a portion of the parking lot. The portion of 150-acre property on which the Memorial Garden Convalescent Building is located is east of the Pacific Amphitheater in the west-central portion of the site. Other venues within the Fairgrounds include the Hanger Building, Grandstand Arena, exhibit buildings, Equestrian Center, Centennial Farms, outdoor areas, mall areas and parking lots.

Development surrounding the Fairgrounds includes a variety of educational facilities, parks, and residential areas. Orange Coast Community College (OCC) is located to the north and Vanguard University is located south of the site. Single-family residential areas located north of TeWinkle Park and also west of Fairview Road, south of the SR-55 Freeway. Public parks, including Civic Center, Park and TeWinkle Park are located in the project vicinity to the north. In addition, the Santa Ana Country Club, a private golf course, is also located east of the freeway. Other uses in the project area include the Costa Mesa Civic Center to the south and the National Guard Armory to the northeast. General commercial development exists along Harbor Boulevard to the west and southeast of the freeway.

2.2 PROJECT DESCRIPTION

PROJECT BACKGROUND

The OCFEC property encompasses a portion of the former Santa Ana Army Air Base (the "Base"). Construction of the base intensified after the United States formally declared war in December of 1941. On April 7, 1942, the base was renamed the Santa Ana Army Air Base (SAAAB). It consisted of three schools: the Air Force Classification Center, the Air Force Pre-Flight School for pilots, and the Air Force Pre-Flight School for bombardiers and navigators. The base eventually reached the size of 1,283 acres. It included the territory west from Newport Boulevard to Harbor Boulevard, south from Warehouse Road to the present Vanguard University. The main gate was located on Newport Boulevard.

After the war, in 1946, the War Department announced that the Base was for sale to any educational institution for the price of one dollar. Two hundred and forty-three acres of what had been choice farming land and sixty-nine old Air Force buildings were transferred from the War Assets Administration to the Orange Coast Junior College District. School opened for the first time on September 13, 1948. Also, in 1948, the Southern California Assemblies of God Churches purchased 126 acres of the Army Air Base from the War Assets Administration for a future campus. In 1950, a new Southern California Bible College opened. Today, all that remains of the SAAAB are a few "standardized designed" warehouses located near the corner of Dale Way and College Avenue, plus a few "standardized designed" buildings on the Orange County Fairgrounds, including the Convalescent Building.

In 1949 the California 32nd District Agricultural Association (DAA), a state institution, acquired the property from the Federal Government. Since that time, the annual Orange County Fair has occurred at this location. Through the years the 32nd DAA has expanded the use of the property into a year-round exhibition, conference, equestrian, activity, and event center; these uses compose collectively the OC FEC. The DAA Board (the "Board") adopted the current OC FEC Master Plan in 2003.

PROJECT DESCRIPTION

The Orange County Fair & Events Center is proposing the relocation of the Convalescent Building from its current location on the Orange County Fairgrounds ("Fairgrounds") to a location on a site within the Fairgrounds property.

The Convalescent Building was originally constructed in the 1940s as part of the facilities developed for the Base. Since that time the portion of the Base which included the Convalescent Building has been developed as the Fairgrounds. Many of the former Base buildings were used as facilities on the Fairgrounds but have been modified or replaced over time. The exterior of the Convalescent Building has been modified by the addition of a stucco coating and new windows. In addition, the interior of the Convalescent Building has also been substantially modified to serve a variety of purposes over the years, including use as the Fair's Board Room, exhibit area, offices and catering kitchen.

The Board is proposing to relocate the Convalescent Building to another site on the Fairgrounds to be potentially used as a museum honoring the history of the Base and war veterans in general. Although not recognized as a historically significant structure, the Convalescent Building is important as one of the last remaining structures of the Base that existed on the property from 1942 to 1946 when the Base was deactivated. The Base itself is listed as an historical point of interest by the State of California. Due to its historic importance as a component of the original Base, it is intended that the Convalescent Building would be restored in accordance with the Secretary of the Interior's Standards for Rehabilitating Historic Structures after it is moved to a permanent location.

Because a final site has not been identified, the Board is proposing to relocate the Convalescent Building to a temporary site at one of the locations described below:

- Lot G (East area)

This area is located south of the Equestrian Center and west of Newport Boulevard. This site is located adjacent to the SR-55 Freeway and frontage roads. The Convalescent Building would be placed on an asphalt surface.

- Gate 4 ½

This area is located south of Arlington Drive, west of the Fairgrounds Maintenance Yard. Off-site areas located north of Arlington Drive include Davis Elementary School and Costa Mesa High School. The Convalescent Building would be placed on dirt.

- Northeast of Administration Building

This site is Campground area located south of Arlington Drive, east of the Administration Building. Off-site adjacent uses north of Arlington Drive include Costa Mesa High School. The Convalescent Building would be placed on grass and dirt.

The Convalescent Building would remain at the temporary location selected by the Board until such time as a permanent site within the Fairgrounds can be identified and prepared to accommodate the Convalescent Building. Until a permanent site is identified, the Convalescent Building would not be utilized and would not be connected to utility systems that serve the Fairgrounds.

3.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential project impacts as identified in the Initial Study. Explanations are provided for each item.

3.1 AESTHETICS

The Fairgrounds property is intensively developed with buildings, structures and features, including parking facilities that support the use of the Orange County Fair & Events Center. None of the adjacent roadways and streets are designated as scenic highways; SR-55, located on the east side of the 150-acre Fairgrounds property, is not designated as a scenic highway by the State of California. The Convalescent Building has been modified and appears as a two story stucco structure that lacks defining aesthetic features or characteristics that would make it aesthetically or visually important in the context of the project area and, in particular, adjacent to the amphitheater located immediately west of the site. Relocation of the Convalescent Building within the limits of the Fairgrounds property would not affect any important, designated views either from the surrounding area or from within the Fairgrounds.

3.2 AGRICULTURE AND FOREST RESOURCES

Neither the existing site nor the proposed temporary sites identified are designated for agricultural and/or forest resources, either by the City of Costa Mesa or designated by the State of California on the current Important Farmlands Map. Neither movement of the existing structure nor relocation to a temporary site within the Fairground property as proposed would adversely affect agricultural or forest resources.

3.3 AIR QUALITY

The proposed project includes only the relocation of the Convalescent Building to one of three potential temporary locations within the Fairgrounds property. Each of the alternative temporary locations is located within one-quarter mile of the current location of the building. The relocation project will require the use of some heavy equipment to lift and transport the building from its current location to the temporary site. While a small amount of air pollutants, including carbon monoxide (CO), oxides of nitrogen (NO_x), reactive organic gas (ROG), total suspended particulates (TSP), and sulfur dioxide (SO₂) would be generated by these activities and released into the atmosphere, the emissions would not exceed any of the established thresholds prescribed by the South Coast AQMD. Furthermore, all of the pollutant emissions would cease upon completion of the relocation. Because the Convalescent Building would not be used and, therefore, no be connected to utilities and/or generate any vehicular trips, no long-term operational air pollutant emissions would occur as a result of the relocation project. Therefore, the proposed relocation of the Convalescent Building would not result in any significant air quality impacts.

3.4 BIOLOGICAL RESOURCES

Each of the three sites identified by the OCFEC has been altered substantially as a result of past development activities associated with the Fairgrounds. Based on the prior biological assessments prepared for the Orange County Fair and Exposition Master Plan, the habitat quality of the site "... is low, based on the disturbed conditions, location within an urban setting, and predominance of non-native plants."¹ The Lot G alternative location is currently the site of a parking lot and has been paved with asphalt. The alternative Gate 4 ½ location

¹Final Environmental Impact Report (SCH 1989010088); Orange County Fair and Exposition Center Master Plan; August 2003.

has been graded and is a dirt lot. The area northeast of the Administration Building has also been altered and is covered with grass and dirt. No native habitat and/or sensitive species occupy any portion of the Fairgrounds. As a result, the relocation of the Convalescent Building to one of the alternative temporary locations within the 150-acre Fairgrounds would have no direct or indirect impacts on biological resources, including sensitive habitat and/or species.

3.5 CULTURAL RESOURCES

The Base is listed as an historical point of interest by the State Office of Historic Preservation. The Base is also identified in Table HCR-1 (Historic Resources Inventory) as Listing 29 in the category of "Sites Eligible for Local Register Listing as Historic District Contributor." Although the SAAAB/Fairgrounds property is eligible for such a listing, no specific designation of eligibility is identified for the Convalescent Building. For example, the Convalescent Building is not included in the list of 17 sites included in Table HCR-1 of "Sites Eligible for Local Register Listing." It is also important to note that the structure has been substantially modified to include a stucco façade and substantial internal improvements. In its present condition, the Convalescent Building does not reflect either the architectural style or character that existed at the time the SAAAB was an active military installation.

A Citywide Survey conducted by PCR Services Corporation during July 1999, which serves as the basis for the Historic and Cultural Resources Element of the Costa Mesa General Plan, identified 4,332 properties that were constructed prior to 1954 (45 years or older). Of that total, 3,348 were inventoried after completing the initial windshield survey and field research. Upon completion of in-depth field research and an intensive level survey approximately 29 properties, including the Santa Ana Army Air Base/Orange County Fairgrounds property, were identified as significant federal, state, and/or local historic resources. Approximately 60 properties, including the 29 significant properties, were formally documented on State Inventory Forms (DPR523 forms). The Convalescent Building itself was neither included on this list or recognized as having historical significance in the Costa Mesa General Plan

Notwithstanding the fact that the Convalescent Building has not been identified as a historic resource in and of itself and notwithstanding the structural modifications to the Building (i.e., structural addition and stucco façade) which have changed the character of the Convalescent Building, the OCFEC considers the Convalescent Building to be important as a reminder of the historical Base site. Accordingly, OCFEC is proposing to relocate the building on one of three temporary sites within the Fairgrounds property until a permanent site, also within the fairground property, can be identified at which time the Convalescent Building would be permanently located on the Fairgrounds. It is anticipated that relocating the Convalescent Building to one of the temporary sites would not adversely affect its historic importance, particularly since the building itself is not formally recognized by the City, County or State as such.

As discussed above, the Convalescent Building does not retain sufficient integrity for designation as a historical resource, although it is still considered historically important and does retain a marginal level of integrity. Within the concept of integrity, the National Register of Historic Places recognizes seven aspects or qualities that, in various combinations, define integrity: Location, Design, Setting, Materials, Workmanship, Feeling, and Association. To retain historic integrity, a property will always possess most of the aspects and depending upon its significance, retention of specific aspects of integrity may be paramount for a property to convey its significance.² The Base has been substantially changed over the years and no longer reflects its use as a military base. As a result, the Convalescent Building has lost its integrity of Setting. Furthermore, due to its exterior alteration with stucco, replacement of the original windows and doors as well as the interior alterations to the plan, features and finishes, the integrity of Materials, Design and Workmanship of the Convalescent Building have been substantially eroded. However, the Convalescent Building retains the

² For further information see National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation (<http://home.nps.gov/nr/publications/bulletins/nrb15/>, accessed 7/26/2013).

fundamental qualities of its architectural form in that it remains identifiable as a World War II convalescent building and it therefore retains integrity of Feeling. It is situated within the historic Base with which it is associated and therefore retains integrity of Association. As such, temporary relocation of the Convalescent Building to another location within the Base and its subsequent relocation to a permanent site within the Base would not impact the integrity of the Convalescent Building with regard to its existing integrity of Feeling and Association because the building would retain its current general appearance and it would remain within the Base. Nonetheless, temporary relocation may cause physical damage to the structure during the process of relocation. Furthermore, there is potential for damage by deterioration during the period the Convalescent Building remains in a temporary location. To ensure that no adverse physical damage would occur, OCFEC intends to prepare and implement a Relocation and Mothballing Plan ("Relocation Plan") that follows the guidelines recommended by the National Park Service ("NPS") for moving historic buildings. The Relocation Plan shall be developed in conjunction with a qualified architectural historian, historic architect, or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualifications Standards (Standards) for History, Architectural History, or Architecture, pursuant to 36 CFR 61, and shall be prepared consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.³ After temporary relocation and implementation of the Relocation Plan, the historic importance of the Convalescent Building and its integrity of Feeling and Association would be retained.

3.6 GEOLOGY AND SOILS

While the proposed project will require some minor site preparation in order to relocate the Convalescent Building to the temporary site within the Fairgrounds property, there are no unique geologic features on or adjacent to the subject property that would affect or be affected by the building relocation. Furthermore, the Convalescent Building would be subjected to the same geologic and seismic constraints that currently affect existing structures and development on the property, including ground shaking associated with seismic activity occurring on an active fault in the region; however, the Convalescent Building would be affected by these and other soils and geologic conditions in its current location near the amphitheater. As a result, the relocation of the Convalescent Building on one of the three temporary sites would not result in any adverse effects.

3.7 GREENHOUSE GAS EMISSIONS

As indicated in Section 2.2 (Project Description), the proposed project includes only the relocation of the Convalescent Building to one of three potential temporary locations within the Fairgrounds property. Each of the alternative temporary locations are located within one-quarter mile of the current location of the building. The relocation project will require the use of some heavy equipment to lift and transport the building from its current location to the temporary site. While a small amount of CO₂e would be generated by these activities, the emissions would not exceed the 3,500 tons threshold recommended by the South Coast AQMD. Furthermore, all of the CO₂e emissions would cease upon completion of the relocation. Because the Convalescent Building would not be used and, therefore, no be connected to utilities and/or generate any vehicular trips, no long-term operational emissions would occur as a result of the relocation project. Therefore, the proposed relocation of the Convalescent Building would not result in any greenhouse gas impacts.

3.8 HAZARDS AND HAZARDOUS MATERIALS

Although the Fairgrounds property is part of a former World War II military installation, it is not included on a list of sites that contain hazardous materials pursuant to Government Code Section 65962.5. It is recognized

³ Web edition 2001 (http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm, access 7/26/2013).

that because the Convalescent Building was constructed in 1942, both asbestos-containing materials (ACM) and lead-based paint (LBP) may have been used in its construction and exist within the structure; however, the proposed does not include any activity that would result in the release of either ACM or LBP. The structure would be moved from its existing location to one of the three alternative sites temporarily. Nonetheless, during the moving process, the OCFEC would be required to comply with all applicable regulatory requirements related to ACM and LBP in order to ensure that a release of those materials does not occur. As a result, no significant impact will occur.

3.9 HYDROLOGY AND WATER QUALITY

Relocation of the Convalescent Building to one of the three alternative temporary sites would not adversely affect surface runoff or water quality. The temporary relocation of the structure would shift the impervious coverage from the existing location of the Convalescent Building to another location on the site for the period during which the structure remains at the temporary location. Although some minor site preparation would be required at the temporary site in order to accommodate the Convalescent Building, which has a footprint of approximately 2,400 square feet (i.e., 30 feet wide x 80 feet long), no significant grading would be required that would result in potential erosion and/or any significant increase in the volume of surface runoff occurring on the site. Existing storm drain facilities can accommodate the potential minor change in surface flows. As a result, no significant hydrology or water quality impacts will occur.

3.10 LAND USE AND PLANNING

The 150-acre Fairgrounds property is the property of a state institution and therefore not subject to local planning, zoning and building regulations. It is worth noting, however, that the Fairgrounds has been designated "Fairgrounds" on the City's Land Use Element Map. The Fairgrounds land use designation is applicable to only the 150-acre OCFEC property. This designation is intended to apply should the Fairgrounds ever be transferred to non-state entity so as to:

- Ensure continued development of the property as an integrated complex that is composed of recreational, agriculture-related educational institutions, open space, farmland, equestrian, and commercial uses, and
- Promote the continued and sustained use of the property for the annual Orange County Fair in recognition of its value as a regionally significant resource in the City of Costa Mesa.

The relocation of the Convalescent Building from its existing site adjacent to the Pacific Amphitheater to a site within the Fairgrounds is consistent with these stated long-range intentions. The OCFEC Board of Directors adopted Orange County Fair and Exposition Center Master Plan in (2003) provides for the ultimate buildout of the Fairgrounds property with a mix of activities and uses as well as an implementation strategy for realizing the future uses and activities for the Fairgrounds. No existing or future use and/or activity permitted by the Master Plan anticipated to occur within the OCFEC property would be adversely affected by the relocation of the Convalescent Building on a temporary or permanent basis as proposed. Therefore, no land use impacts will occur as a result of the proposed project.

3.11 MINERAL RESOURCES

No mineral resources are known to exist on the site and the site is not designated for resource/mineral extraction. The project includes only the relocation of the Convalescent Building to a temporary site within the Fairgrounds property, which would not affect any mineral resources.

3.12 NOISE

Project implementation would not result in a significant amount of noise. Any noise generated as a result of moving the Convalescent to a temporary location within the fairground property would include that associated with the lifting and moving the structure and its transport to one of three temporary locations. This short-term noise would not encroach into noise-sensitive areas. Furthermore, noise associated with the project would cease upon completion of the relocation. Once relocated, the Convalescent Building will not be used and would neither generate nor be subjected to significant noise levels.

3.13 POPULATION AND HOUSING

Relocation of the Convalescent Building to a temporary site within the limits of the Fairgrounds property would not result in the displacement of any existing housing and would not displace any residents requiring the need for replacement housing.

3.14 PUBLIC SERVICES

As reflected in the Final EIR prepared for the Orange County Fair and Exposition Center Master Plan, the Fairgrounds is served by the City of Costa Mesa and other public agencies, which provide police and fire protection, parks and recreational amenities, libraries, schools, and emergency response planning. Because the proposed project would result only in the relocation of an existing structure (i.e., Convalescent Building) to a temporary site within the Fairgrounds, there would be no direct or indirect adverse impacts on either the City of Costa Mesa or other public agencies that serve the Fairgrounds. Furthermore, during the time the Convalescent Building remains at the temporary location, it will not be used or occupied.

3.15 RECREATION

Relocation of the existing Convalescent Building from its current location near the amphitheater to one of the three temporary locations would neither affect any existing parks and/or recreational amenities in the project area nor create a demand for recreational features and/or amenities because it would not generate any new residents.

3.16 TRANSPORTATION/TRAFFIC

With the exception of a few worker and heavy equipment delivery trips, the proposed relocation of the Convalescent Building would not result in the generation of any other external trips (i.e., trips that would be distributed on the circulation network surrounding the Fairgrounds). Once the structure is raised from the existing foundation, it will be moved to a location within the Fairgrounds approximately one-quarter mile from the existing location.

3.17 UTILITIES AND SERVICE SYSTEMS

Prior to relocation of the Convalescent Building, all utilities and service systems would be disconnected. Once relocated to one of the three temporary sites on the Fairgrounds property, the building would not be used; no connections to sewer and/or water facilities or other utility systems would be made. As a result, the Convalescent Building temporary relocation would not result in any demand for sewer, water, electricity and/or natural gas. No impacts would occur as a result of project implementation.

3.18 CONCLUSION

As indicated in the preceding analysis, the proposed temporary relocation of the Convalescent Building will not result in any potentially significant effects and complies with Section 15300.2(b) through Section 15300(f) of the State CEQA Guidelines

- **Cumulative Impacts [15300.2(b)].** Because no use of the Convalescent Building is proposed, the temporary relocation of the structure on a site within the limits of the Fairgrounds does not include any use that would result in potential impacts that would contribute to a long-term cumulative significant impact on the environment. Similarly, the permanent relocation of the Convalescent Building within the Fairgrounds would not contribute to a significant adverse impact on the environment.
- **Significant Effect [15300.2(c)].** Based on the information and analysis presented in the Final EIR prepared for the Orange County Fair and Exposition Center Master Plan and subsequent analysis reflected in the preceding assessment, project implementation will not result in any potentially significant effect on the environment. The proposed project would have only minor, temporary effects that do not exceed any established threshold.
- **Scenic Highways [15300.2(d)].** None of the temporary relocation sites or the Fairgrounds itself are located along a designated scenic roadways and/or important viewshed. Furthermore, no important scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway would be adversely affected as a result of the relocation of the Convalescent Building.
- **Hazardous Waste Sites [15300.2(e)].** No portion of the Fairgrounds is included on any list compiled pursuant to Section 65962.5 of the Government Code. In addition, project implementation will neither affect nor be affected by potential hazardous conditions and would not expose the public to a potential health hazard.
- **Historical Resources [15300.2(f)].** Although the Fairgrounds property is part of the former SAAAB which is listed as an historical point of interest by the State Office of Historic Preservation and is also identified in Table HCR-1 (Historic Resources Inventory) as Listing 29 in the category of "Sites Eligible for Local Register Listing as Historic District Contributor, the

Convalescent Building is neither designated nor recognized as a historic resource. Nonetheless, the Board considers the Convalescent Building to have historic significance for the reasons described above. However, the relocation of the structure from its current location to a temporary site and ultimately a permanent site within the Fairgrounds will not result in any impacts to the remaining integrity of the Convalescent building and, therefore, will not cause a substantial adverse change in the significance of the Convalescent Building or the SAAAB as historic resources. The temporary relocation of the structure as proposed will enable the OCFEC to develop a restoration plan for the long-term preservation of the Convalescent Building, prior to rehabilitation and integration of the structure into the Fairgrounds.

Based on the analysis presented in Section 4.0 and the findings required by Section 15300.2 of the State CEQA Guidelines, the proposed temporary relocation of the Convalescent Building is exempt pursuant under Class 31 (Section 15331).

3.19 REFERENCES

The following references were utilized during preparation of the assessment for the proposed project. These documents are available for review at the Orange County Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626.

Final Environmental Impact Report (SCH No. 1989010088; "Orange County Fair and Exposition Center Master Plan (August 2003).

Costa Mesa General Plan Land Use Element

Costa Mesa General Plan Historic Resources Element

3.20 REPORT PREPARATION PERSONNEL

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309826429.2



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 ITEM NUMBER: 9D

SUBJECT: Review and approve annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Youth Expo, annual OC Fair and all other fair sanctioned activities and events. (Policy Reference 2.4.1.D)

DATE: August 16, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

RECOMMENDATION

Review and approve annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Youth Expo, annual OC Fair and all other fair sanctioned activities and events.

BACKGROUND

This resolution is contained in Policy 2.4.1.D and is renewed annually.

The CEO will not allow the Association to be uninsured: For Workers Compensation for the Board of Directors and all volunteers for Youth Expo, Summer Fair and all other Fair-sanctioned activities and events.

FISCAL IMPACT

None



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 ITEM NUMBER: 9E

SUBJECT: Review and approve the appointment of the Board Chair to serve to serve on behalf of the 32nd District Agricultural Association as an elector for the California Fair Services Authority (CFSA) Board of Directors elections (Policy Reference 4.2.7)

DATE: August 16, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

RECOMMENDATION

OC Fair & Event Center Board of Directors adopt the following resolution:

Be it resolved that the OCFEC Board Chair is hereby appointed to serve on behalf of the OC Fair & Event Center (32nd District Agricultural Association) as an elector for California Fair Services Authority (CFSA) Board of Directors elections.

BACKGROUND

According to Policy 4.2.7, the CEO or the CEO's designee is the Association's representative to the following organizations: Western Fairs Association, California Fair Services Authority, and the California Construction Authority.



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 **ITEM NUMBER:** 9F

SUBJECT: Review of Board of Directors Nominating Task Force
Recommendation and Election of Board Officers

DATE: August 16, 2012

FROM: Joyce Tucker and Kristina Dodge

PRESENTATION BY: Joyce Tucker and Kristina Dodge

RECOMMENDATION

Review and approve the Nominating Task Force recommendations for Chair, Vice Chair and Secretary-Treasurer of the Board of Directors for 2013 – 2014.

BACKGROUND

Each July, a two person task force of the Board meets and makes recommendations for Officers of the Board for the upcoming year.

The Nominating Task Force will present their nominations at the August 22, 2013 meeting of the OC FEC Board of Directors.



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 ITEM NUMBER: 9G

SUBJECT: The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy Reference 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting.

DATE: August 16, 2013

FROM: Doug Lofstrom, CEO

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

Approve the following delegation of authority: The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Doug Lofstrom, up to \$50,000 for general contracts and \$300,000 for talent guarantees. The CFO, Sharon Augenstein, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority.

BACKGROUND

The 32nd District Agricultural Association Board of Directors delegates authority to the CEO to execute all forms of agreements without further authorization from the Board of Directors (Policy Reference 2.3.5):

The CEO may not execute a check or purchase commitment of greater than \$50,000, unless such purchase was explicitly itemized in budget monitoring data previously disclosed to the Board. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.

All such agreements are to be submitted to the Board of Directors for review at subsequent meetings.

The Association is obligated to comply with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement (Policy Reference 2.4.5).

This delegation is further defined by Policy 2.4.5:

The CEO will not procure any goods or services without complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement.

and Policy 2.6.4:

The CEO will not create obligations to consultants and contract workers for more than \$50,000 and/or for longer than one year in duration.

This delegation is subject to board review at each annual meeting.

FISCAL IMPACT

See Recommendation



Board of Directors Agenda Report

MEETING DATE: AUGUST 22, 2013 ITEM NUMBER: 9H

SUBJECT: Approval of Compensation for OCFEC CEO

DATE: August 16, 2013

FROM: Roger Grable

PRESENTATION BY: Roger Grable

RECOMMENDATION

For discussion and action as deemed appropriate.

BACKGROUND

Roger Grable is researching this item and will provide a report.