



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, December 19, 2013
9:00 a.m.

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

Board of Directors

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

Secretary-Treasurer
Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel
Roger Grable
Manatt, Phelps and Phillips

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

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

AGENDA

1. CALL TO ORDER

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

2. THE MISSION OF OCFEC IS...Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy Reference: 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

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

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

7. MINUTES:

A. Board Meeting held November 21, 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-21-14GE

B. Amendments: none

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-211-13; R-213-13; R-214-13; R-219-13; R-220-13; R-221-13; R-223-13; R-224-13; R-004-14; R-005-14; R-008-14; R-012-14; R-018-14; R-020-14; R-027-14; R-041-14; R-047-14; R-049-14; R-050-14; R-057-14

F. Active Joint Powers Authority Agreements: none

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

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

- i. Tel-Phil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2014 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force

B. Review and Approve 2014 OCFEC Operating Budget & Capital / Major Projects Plan

Action Item

C. Review and Approve Proposed Veterans Exhibit Site

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.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: JANUARY 23, 2014

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center



Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 2:00 p.m. December 9, 2013



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

Statement of Cash Flows

As of October 31, 2013, OCFEC's cash on hand is \$30,801,311, an increase of \$7,993,864 during 2013. Operating activities have resulted in a net cash inflow of \$10,320,109 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,326,245 to date.

Balance Sheet

There are no significant changes to the balance sheet.

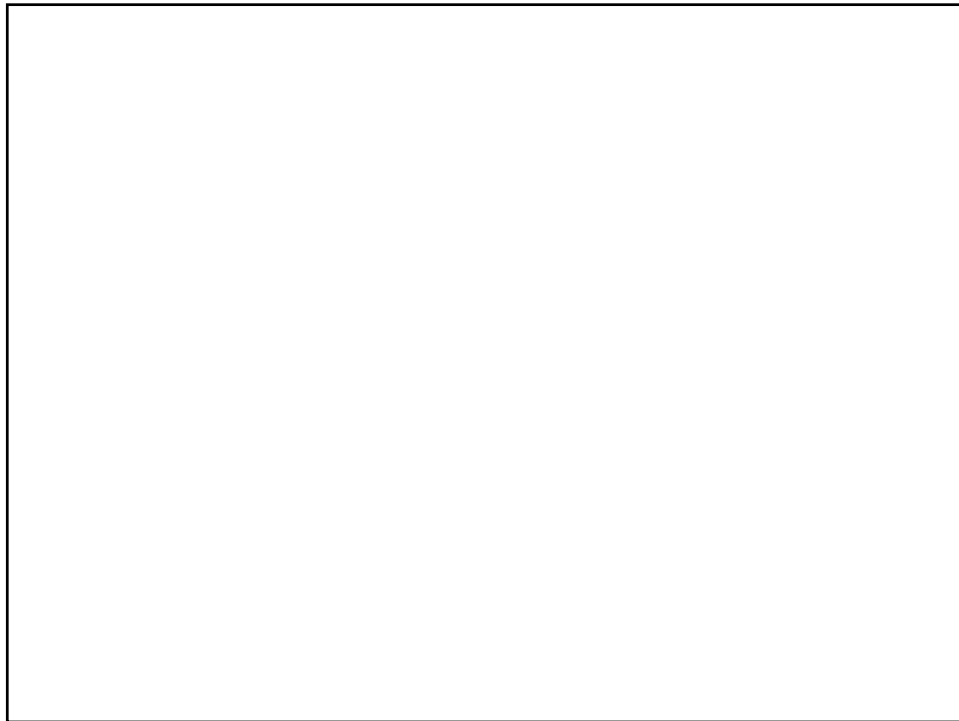
Income Statement

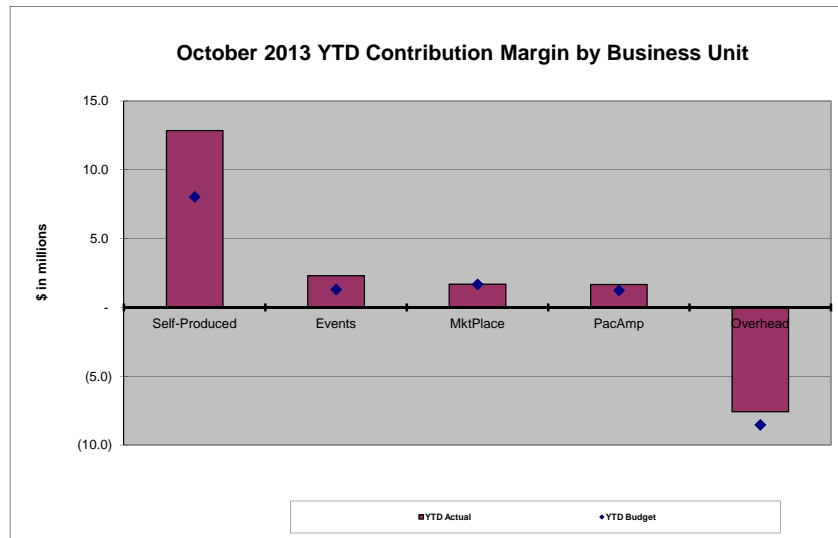
October 2013 year-to-date revenues exceed expenses by \$8,428,361, which is favorable to the budgeted net proceeds of \$1,231,232 by \$7,197,129. Excluding Major Projects, for which the entire 2013 budget of \$362K was loaded in January, net proceeds year-to-date are favorable to budget by \$7,559,129.

Total year-to-date revenues of \$36,279,396 are favorable to budget by \$5,692,293 primarily due to favorable performance of the Fair. Additionally, Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rentals and concessions) exceeds budget by \$643K and Event Services Rental of Facilities Revenue exceeds budget by \$223K.

Total year-to-date operating expenses of \$25,168,268 are favorable to budget by \$1,358,085. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.2M due primarily to unfilled positions and less than anticipated employee benefits expense. Insurance Expense exceeds budget by \$86K due to timing of payment versus budgeted as the OCFEC elected to make a lump sum payment and receive a 1% discount (\$6.9K) in July for General Liability and Workers' Comp insurance. Supplies and Equipment expense exceeds budget by \$239K primarily due to increases in production costs (sound and video) for the Pac Amp, Hangar and ASA.

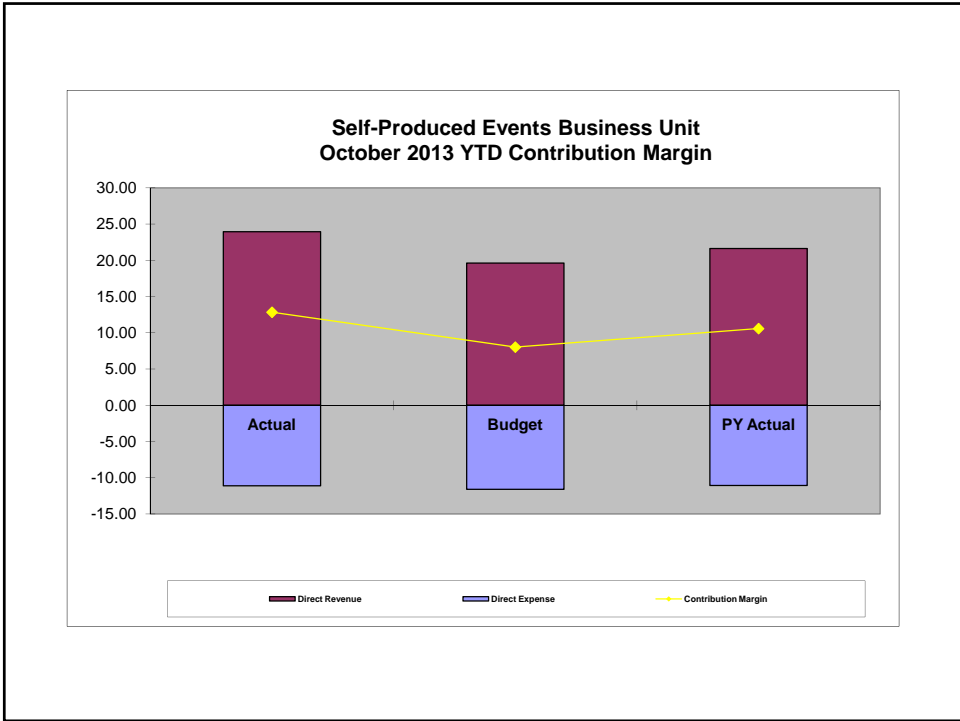
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of October 31, 2013





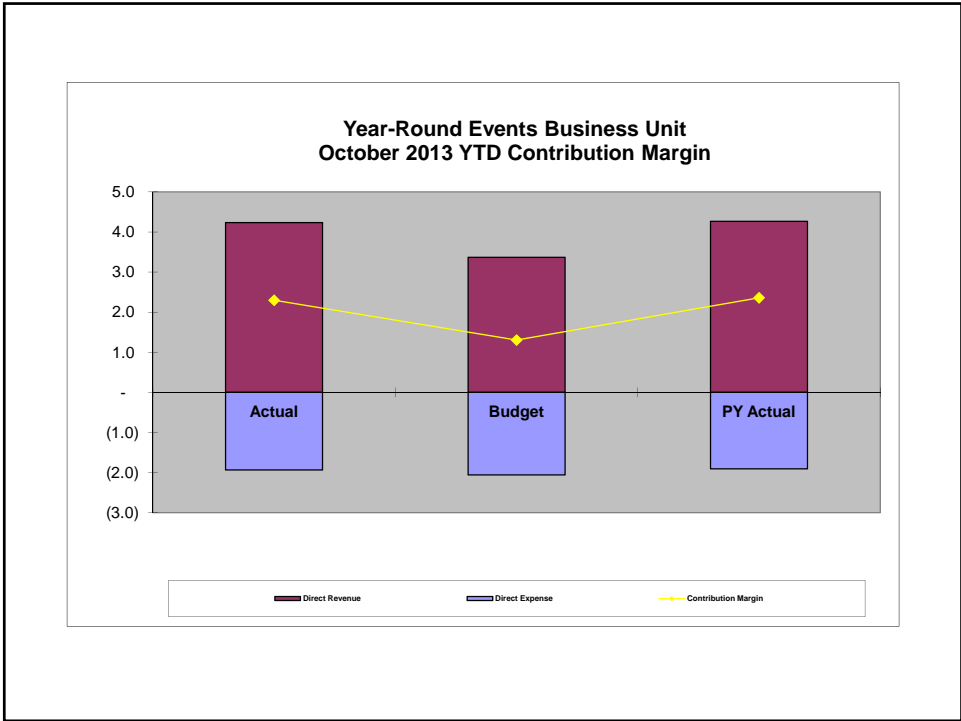
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of October, 2013**

	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	12.8	8.0	10.6	7.8
Events Business Unit	2.3	1.3	2.4	1.4
MarketPlace Business Unit	1.7	1.7	1.5	2.0
Pacific Amphitheatre Business Unit	1.7	1.2	2.0	1.2
Total Business Unit Contribution Margin	18.5	12.2	16.5	12.4
Net Overhead Expense (Cash)	(7.6)	(8.5)	(6.6)	(10.0)
Net Cash Provided (Used) Subtotal	10.9	3.7	9.9	2.4
Capital Expenditures	(2.3)		(3.4)	(11.2)
Balance Sheet Changes	(0.6)		0.3	-
Net Increase (Decrease) in Cash	7.9	3.7	6.8	(8.8)



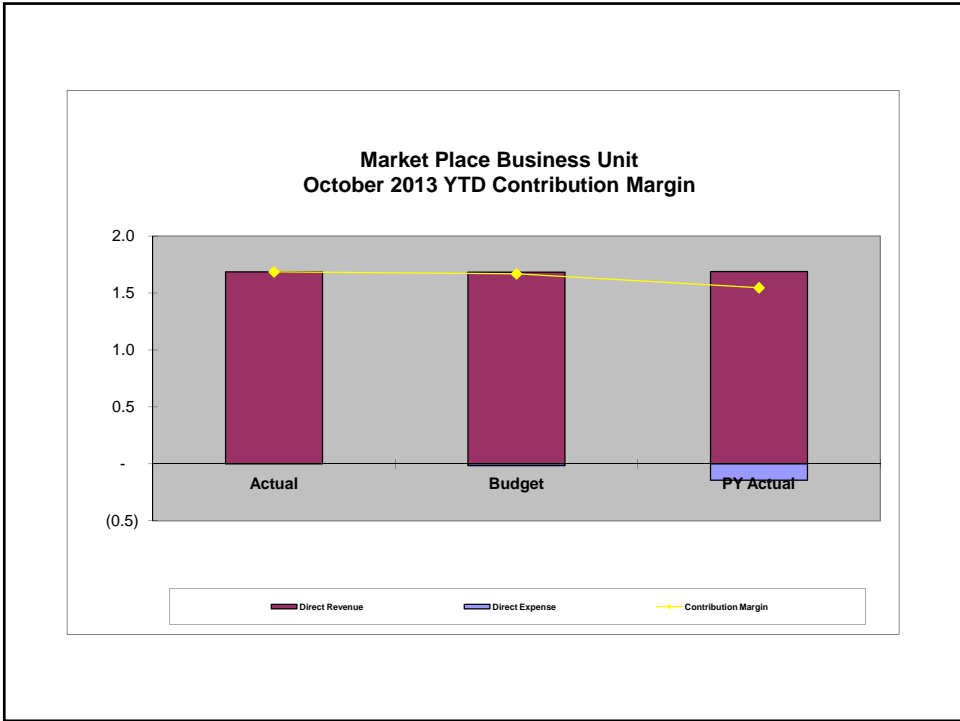
Self-Produced Events Business Unit Contribution Margin Statement Year to Date as of October, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Admissions	\$7.6	\$6.8	\$7.3	\$6.8
Concessions	6.5	4.9	5.5	4.9
Carnival	3.3	2.3	3.2	2.3
Sponsorships	1.6	1.3	1.7	1.3
Commercial Space	1.5	1.4	1.4	1.4
Parking	2.5	2.3	1.7	2.3
Other Revenue	0.9	0.7	0.9	1.0
Total Direct Revenue	23.9	19.6	21.6	20.0
Payroll/Related	3.7	3.8	3.6	4.1
Outside Services	1.7	2.1	1.5	2.2
Marketing/Related	1.3	1.3	1.6	1.3
Supplies/Equipment/Rentals	2.0	1.9	1.9	2.0
Attractions	1.1	1.1	1.1	1.2
Other Expense	1.3	1.5	1.4	1.5
Total Direct Expense	11.1	11.6	11.1	12.2
Contribution to Overhead and CapEx	\$12.8	\$8.0	\$10.6	\$7.8



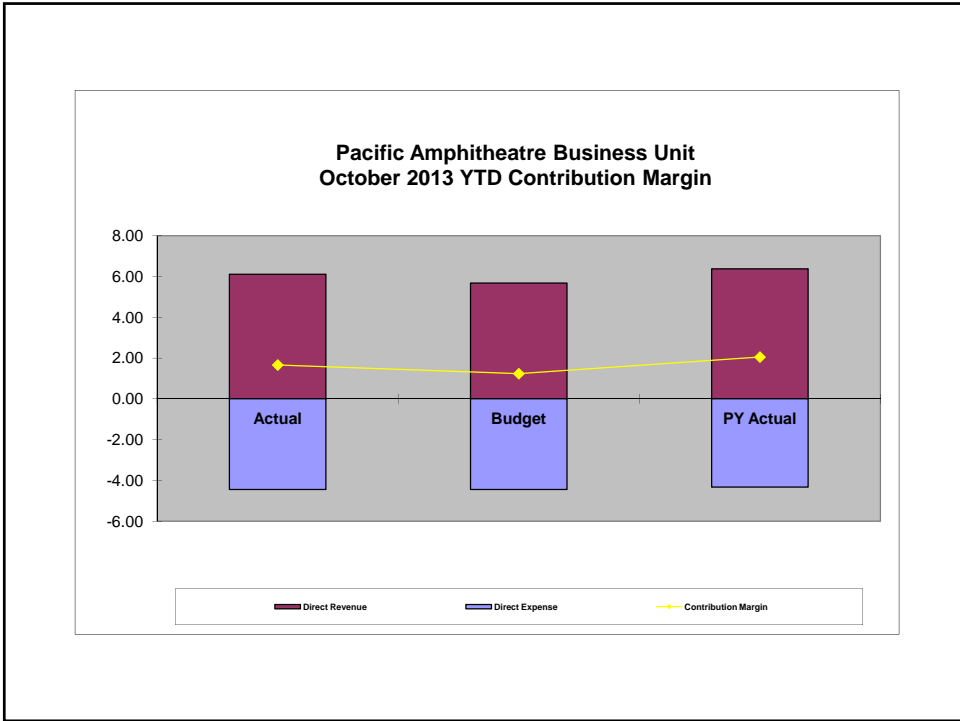
Year-Round Events Business Unit Contribution Margin Statement Year to Date as of October, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.0	\$0.8	\$1.1	\$1.0
Personnel Services	0.9	0.7	0.8	0.7
Concessions	0.7	0.6	0.7	0.6
Equipment Rentals	0.5	0.4	0.5	0.4
Admissions/Parking	1.0	0.9	1.2	1.0
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	4.2	3.4	4.3	3.8
Payroll/Related	1.4	1.6	1.4	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	0.3	0.3	0.3	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	1.9	2.1	1.9	2.4
Contribution to Overhead and CapEx	\$2.3	\$1.3	\$2.4	\$1.4



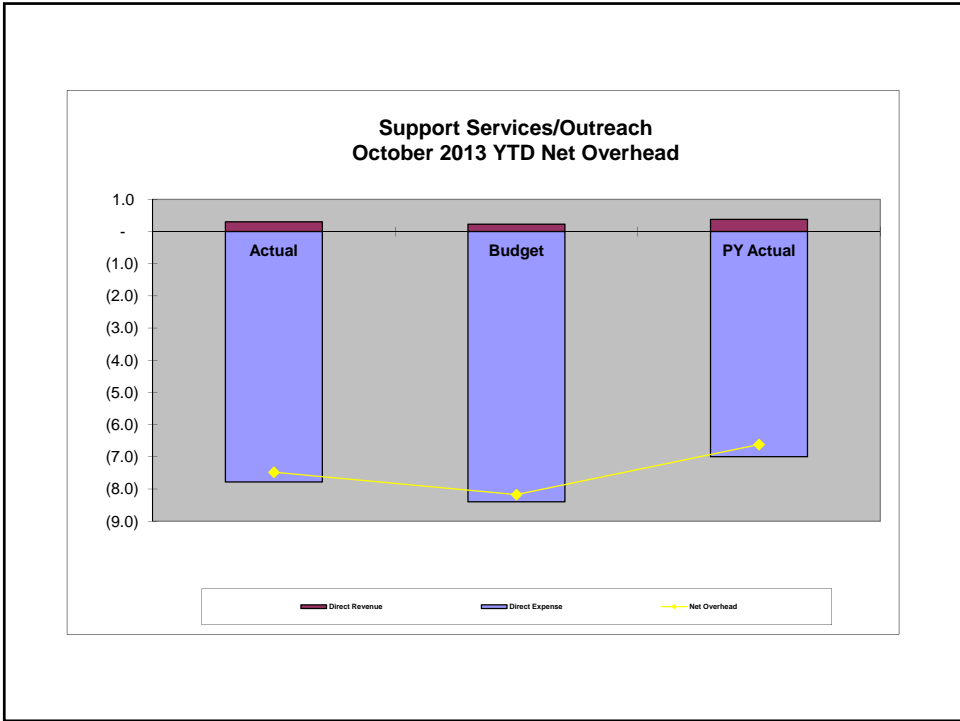
Market Place Business Unit Contribution Margin Statement Year to Date as of October, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.7	\$1.7	\$1.7	\$2.0
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Revenue	<u>\$1.7</u>	<u>\$1.7</u>	<u>\$1.7</u>	<u>\$2.0</u>
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.1	\$0.0
Total Direct Expense	<u>\$0.0</u>	<u>\$0.0</u>	<u>\$0.1</u>	<u>\$0.0</u>
Contribution to Overhead and CapEx	<u>\$1.7</u>	<u>\$1.7</u>	<u>\$1.5</u>	<u>\$2.0</u>



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

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Ticket Sales	\$4.8	\$4.2	\$4.7	\$4.2
Facility Fee	0.8	0.7	0.8	0.7
Concessions	0.0	0.3	0.4	0.3
Parking	0.5	0.4	0.4	0.4
Sponsorship	0.1	0.1	0.1	0.1
Other Revenue	0.0	0.0	0.0	0.0
Total Direct Revenue	6.1	5.7	6.4	5.7
Performers' Fees	2.9	3.0	2.9	3.0
Outside Services	0.5	0.5	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.5	0.4	0.3	0.4
Payroll/Related	0.1	0.1	0.1	0.1
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	4.4	4.4	4.3	4.5
Contribution to Overhead and CapEx	\$1.7	\$1.2	\$2.0	\$1.2



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

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.1	\$0.1	\$0.2	\$0.1
Total Revenue	\$0.3	\$0.2	\$0.4	\$0.3
Payroll/Related	\$4.7	\$5.6	\$4.3	\$6.7
Facility/Related	\$1.6	\$1.6	\$1.5	\$1.8
Supplies/Telephone/Postage	\$0.5	\$0.5	\$0.4	\$0.6
Outside Services	\$0.4	\$0.3	\$0.4	\$0.4
Insurance	\$0.2	\$0.2	\$0.2	\$0.2
Other Expense	\$0.3	\$0.2	\$0.2	\$0.2
Total Expense	\$7.8	\$8.4	\$7.0	\$9.9
Net Overhead	(\$7.5)	(\$8.2)	(\$6.6)	(\$9.6)
Non-Cash Expenses:				
Depreciation Expense	\$2.5	\$2.5	\$2.4	\$3.0
Total Non-Cash Expense	\$2.5	\$2.5	\$2.4	\$3.0

Note: Includes education/outreach program expenditures of \$776k

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of October, 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	\$ 9,263,681	\$ 8,248,000	\$ 1,015,681	12.3%	\$ 8,949,821	\$ 313,860	3.5%	\$ 8,248,000
Commercial Space Rental Revenue	1,482,800	1,359,000	123,800	9.1%	1,360,465	122,336	9.0%	1,359,000
Carnival and Concessions Revenue	9,875,410	7,505,000	2,370,410	31.6%	9,022,948	852,462	9.4%	7,555,000
Exhibits Revenue	90,877	58,208	32,669	56.1%	95,648	(4,771)	-5.0%	58,250
Attractions Revenue	4,093,914	3,563,000	530,914	14.9%	4,095,657	(1,743)	0.0%	3,867,000
Miscellaneous Revenue	5,031,379	4,356,200	675,179	15.5%	4,285,119	746,259	17.4%	4,370,700
Total OCFEC-Produced Event Revenue	29,838,061	25,089,408	4,748,653	18.9%	27,809,658	2,028,403	7.3%	25,457,950
Facility Rental Revenue	2,697,124	2,474,200	222,924	9.0%	2,739,183	(42,059)	-1.5%	2,982,100
Other Event Revenue	3,350,541	2,707,406	643,135	23.8%	3,342,601	7,940	0.2%	2,959,556
Equestrian Center Revenue	99,280	83,333	15,947	19.1%	87,176	12,103	13.9%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	130,747	136,307	(5,560)	-4.1%	123,586	7,161	5.8%	144,685
Total Rental Revenue	6,277,691	5,401,246	876,446	16.2%	6,292,546	(14,854)	-0.2%	6,186,341
Interest Earnings	53,982	57,949	(3,967)	-6.8%	57,834	(3,852)	-6.7%	70,500
Grants	59,957	37,500	22,457	59.9%	158,018	(98,062)	-62.1%	50,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	50,520	1,000	49,520	4952.0%	34,287	16,234	47.3%	1,000
Prior Year Revenue	(816)	-	(816)	N/A	(2,249)	1,433	-63.7%	-
Total Non-Operating Revenue	163,643	96,449	67,194	69.7%	247,890	(84,247)	-34.0%	121,500
Total Revenue	\$ 36,279,396	\$ 30,587,103	\$ 5,692,293	18.6%	\$ 34,350,094	\$ 1,929,302	5.6%	\$ 31,765,791
Expenses								
Payroll and Related Expense	\$ 9,874,660	\$ 11,091,835	\$ 1,217,175	11.0%	\$ 9,452,054	\$ (422,605)	-4.5%	\$ 12,740,754
Professional Services Expense	2,731,584	2,991,704	260,120	8.7%	2,472,330	(259,254)	-10.5%	3,211,898
Directors Expense	11,842	10,750	(1,092)	-10.2%	10,718	(1,124)	-10.5%	12,250
Insurance Expense	251,436	165,562	(85,874)	-51.9%	180,785	(70,651)	-39.1%	223,762
Telephone & Postage Expense	127,888	126,779	(1,109)	-0.9%	128,189	301	0.2%	151,743
Supplies and Equipment Expense	2,992,381	2,753,773	(238,608)	-8.7%	2,666,432	(325,949)	-12.2%	2,844,702
Facility and Related Expense	2,818,967	2,901,289	82,321	2.8%	2,751,830	(67,137)	-2.4%	3,172,451
Publicity & Related Expense	1,574,727	1,624,424	49,697	3.1%	1,881,921	307,194	16.3%	1,690,134
Attractions Expense	4,034,910	4,116,770	81,861	2.0%	4,015,147	(19,762)	-0.5%	4,189,570
Other Self-Prod Event Expense	271,431	270,290	(1,141)	-0.4%	270,290	(1,141)	-0.4%	274,790
Premium Expense	114,220	116,072	1,852	1.6%	115,470	1,250	1.1%	117,872
Other Operating Expense	364,222	357,104	(7,118)	-2.0%	349,320	(14,902)	-4.3%	379,189
Total Operating Expense	25,168,268	26,526,353	1,358,085	5.1%	24,294,486	(873,782)	-3.6%	29,009,115
Depreciation Expense	2,467,518	2,467,518	(0)	0.0%	2,428,149	(39,370)	-1.6%	2,961,022
Major Projects	109,154	362,000	252,846	69.8%	-	(109,154)	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	106,095	-	(106,095)	N/A	133,215	27,121	N/A	-
Total Non-Operating Expense	2,682,767	2,829,518	146,752	5.2%	2,561,364	(121,403)	-4.7%	3,323,022
Total Expense	\$ 27,851,035	\$ 29,355,871	\$ 1,504,836	10.3%	\$ 26,855,850	\$ (995,185)	-8.3%	\$ 32,332,137
Net Proceeds	\$ 8,428,361	\$ 1,231,232	\$ 7,197,129	584.5%	\$ 7,494,244	\$ 934,117	12.5%	\$ (566,346)

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

	2013	2012
Assets		
Cash	\$ 476,864	\$ 398,755
Investments	30,324,447	24,008,198
Accounts Receivable	730,983	405,789
Reserve for Bad Debt	(50,565)	(29,755)
Prepaid Assets	-	-
Current Assets	31,481,729	24,782,987
Deferred Expenses	234	13,806
Capital Projects in Process	2,810,992	5,104,428
Land	133,553	133,553
Buildings and Improvements	34,836,077	32,390,680
Equipment	650,559	1,174,566
Long Term Assets	38,431,415	38,817,033
Total Assets	\$ 69,913,144	\$ 63,600,020
Liabilities		
Accounts Payable	\$ 108,966	\$ 640,542
Deferred Revenue	501,171	(30,598)
Other Payroll Deductions	299,590	185,781
Deposits	37,000	31,500
Other Liabilities	174	191
Short Term Liabilities	946,902	827,416
Compensated Absence Liability	1,017,638	1,017,254
Long Term Debt	-	-
Long Term Liabilities	1,017,638	1,017,254
Total Liabilities	1,964,540	1,844,670
Resources		
Investment in Capital Assets	38,478,425	38,803,227
Net Resources - Designated Use	728,958	742,012
Restricted Capital	-	250,000
Net Resources Available for Operations	20,285,633	14,440,343
Net Resources - Auction Fund	27,229	25,525
	59,520,244	54,261,107
Net Proceeds from Operations	8,428,361	7,494,244
Total Resources	67,948,605	61,755,350
Total Liabilities and Net Resources	\$ 69,913,144	\$ 63,600,020

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

Cash Flows from Operating Activities: **YTD 2013**

Net Proceeds	\$8,428,361
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Non-Cash Expenses:

Depreciation Expense	2,467,518
Loss on Disposal of Assets	0

Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	232,866
(Incr) Decr in Other Assets	24,228
Incr (Decr) in Accounts Payable	(719,694)
Incr (Decr) in Other Accrued Liabilities	(113,170)
Subtotal	(575,770)

Net Cash Provided (Used) by Operating Activities	10,320,109
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Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(2,326,245)
	(2,326,245)

Net Cash Provided (Used) by Investing Activities	(2,326,245)
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Net Increase (Decrease) in Cash	\$7,993,864
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Cash at Beginning of Year	22,807,447
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Cash at End of Period	\$30,801,311
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32nd D A A - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
October, 2013

Description	2013 Budget	2013 Spent	2013 Remaining
Buildings and Improvements			
Court Yard: Remodel	78,000.00	89,142.21	(11,142.21)
Main Line: Valve Repairs	0.00	4,226.53	(4,226.53)
Gate 1: Landscape Renovation	0.00	48,178.11	(48,178.11)
Gate 7: Remodel	0.00	8,350.00	(8,350.00)
Pac Amp Renovation	10,000,000.00	1,925,861.92	8,074,138.08
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 System	40,000.00	0.00	40,000.00
Interior Grounds Asphalt Seal	70,000.00	13,405.43	56,594.57
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
AG Memorial	0.00	6,642.56	(6,642.56)
Total Buildings and Improvements	10,847,000.00	2,229,558.29	8,617,441.71
Carnival Improvements			
Interior Grounds Asphalt Seal	100,000.00	0.00	100,000.00
Log G - Repair, Slurry & Stripe	90,000.00	0.00	90,000.00
Underground Infrastructure	30,000.00	12,497.07	17,502.93
Total Carnival Improvements	220,000.00	12,497.07	207,502.93
Equipment			
Bldg 10: Screen Curtains	10,000.00	15,216.00	(5,216.00)
Exhibit Equipment	50,000.00	58,354.49	(8,354.49)
Hand Washing Stations	11,000.00	10,619.56	380.44
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Total Equipment	101,000.00	84,190.05	16,809.95
Total Capital Expenditures	11,168,000.00	2,326,245.41	8,841,754.59
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	15,198.96	16,801.04
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	49,654.00	(49,654.00)
Sales Dept Office Buildout	0.00	16,242.50	(16,242.50)
Bldg 12: South Fascia	0.00	14,770.00	(14,770.00)
Total Major Projects	362,000.00	109,153.78	252,846.22
Total Capital Expenditures	11,530,000.00	2,435,399.19	9,094,600.81

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
November 2013

Check No.	Date	Vendor Name	Amount
ER2701185845	11/05/13	Paypal, Inc.	59.95
73578	11/06/13	Association of State CA Supervisors	72.00
73579	11/06/13	American Express	299.04
73580	11/06/13	American Express	2,712.48
73581	11/06/13	AT&T	37.52
73582	11/06/13	AT&T	721.11
73583	11/06/13	Blue Cross Of California	15,185.21
73584	11/06/13	California Technology Agency	702.00
73585	11/06/13	Commercial Cleaning Systems, Inc.	2,667.50
73586	11/06/13	CORT Business Services, Inc.	4,433.98
73587	11/06/13	CR&A Custom, Inc.	95.04
73588	11/06/13	Emergent LLC	38,812.60
73589	11/06/13	IUOE, Craft/Maint. Division	1,038.00
73590	11/06/13	Lisa Sexton	6,612.50
73591	11/06/13	Manatt, Phelps & Phillips, LLP	9,254.80
73592	11/06/13	Medical Safety Management, Inc.	1,530.76
73593	11/06/13	Pinnacle Petroleum, Inc.	1,027.94
73594	11/06/13	Production Resource Group, Inc.	29,046.00
73595	11/06/13	SEIU Local 1000 CA State Employees Asso.	1,754.51
73596	11/06/13	Williams Scotsman, Inc.	1,775.35
73597	11/13/13	Alpha Scientific Corporation	1,475.00
73598	11/13/13	Blue Shield Of California	36,504.53
73599	11/13/13	Void	0.00
73600	11/13/13	Carissa Smith	7.00
73601	11/13/13	California Fair Services Authority	1,579.15
73602	11/13/13	California Fair Services Authority	55.00
73603	11/13/13	California Fair Services Authority	3,696.14
73604	11/13/13	Chris Gomez	7.00
73605	11/13/13	Commercial Cleaning Systems, Inc.	1,883.75
73606	11/13/13	Void	0.00
73607	11/13/13	DeltaCare USA	741.01
73608	11/13/13	Delta Dental Plan Of California	4,661.11
73609	11/13/13	Eisel Enterprises, Inc.	581.85
73610	11/13/13	Gem Faire, Inc.	612.00
73611	11/13/13	Kaiser Permanente	29,735.76
73612	11/13/13	Karen Thomas	7.00
73613	11/13/13	Lisa Williams	7.00
73614	11/13/13	Medical Safety Management, Inc.	263.26
73615	11/13/13	Monica Cueva	7.00
73616	11/13/13	Morpace International	1,766.50
73617	11/13/13	Pinnacle Petroleum, Inc.	1,098.66
73618	11/13/13	Platinum Resource Group	1,647.75

**OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
November 2013**

Check No.	Date	Vendor Name	Amount
73619	11/13/13	Premiere Events Group	400.00
73620	11/13/13	Red Wing Hatchery	90.60
73621	11/13/13	Safeguard Health Plans	91.82
73622	11/13/13	Southern California Edison	68,870.21
73623	11/13/13	State Disbursement Unit	953.00
73624	11/13/13	Stephen Smith	7.00
73625	11/13/13	Superior Asphalt Paving	4,500.00
73626	11/13/13	Tanya Mell	7.00
73627	11/13/13	Willdan Geotechnical	3,045.00
73628	11/13/13	Sound Media Fusion, LLC	6,000.00
73629	11/14/13	Byer Geotechnical, Inc.	4,575.00
E14054473	11/15/13	Public Employees Retirement System	100,107.69
E14059033	11/15/13	Public Employees Retirement System	4,007.43
73630	11/20/13	Aquatic Service, Inc.	195.00
73631	11/20/13	AT&T	2,906.15
73632	11/20/13	AWI Builders, Inc.	569,577.25
73633	11/20/13	Byer Geotechnical, Inc.	640.00
73634	11/20/13	California Animal Health & Food Safety	70.00
73635	11/20/13	California Fair Services Authority	1,042.00
73636	11/20/13	California Fair Services Authority	21,763.78
73637	11/20/13	Cision US, Inc.	1,809.99
73638	11/20/13	Classic Tents, Inc.	1,070.52
73639	11/20/13	Commercial Cleaning Systems, Inc.	8,455.59
73640	11/20/13	Cooperative Extension - Orange County	171.00
73641	11/20/13	Moor + South/Pier Management Company, LP	4,559.28
73642	11/20/13	Department of General Services	4,896.00
73643	11/20/13	Employment Development Department	25,897.05
73644	11/20/13	Eisel Enterprises, Inc.	3,030.48
73645	11/20/13	Financial Executives International	425.00
73646	11/20/13	Fire Sprinkler Inspections, Inc.	1,250.00
73647	11/20/13	Jerry Liu & Associates	2,775.00
73648	11/20/13	Lisa Sexton	6,612.50
73649	11/20/13	Loomis Armored US, LLC	109.10
73650	11/20/13	Lopez Works, Inc.	672.00
73651	11/20/13	MAKE Architecture	2,803.01
73652	11/20/13	Medical Safety Management, Inc.	429.00
73653	11/20/13	Barbara Thompson	70.00
73654	11/20/13	Orange County Treasurer-Tax Collector	9,728.87
73655	11/20/13	Orange County Wine Society, Inc.	92.50
73656	11/20/13	Ovations FanFare, LP	9,936.14
73657	11/20/13	Pacific Clippings	59.00
73658	11/20/13	PHCC	496.00

**OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
November 2013**

Check No.	Date	Vendor Name	Amount
73659	11/20/13	Pinnacle Landscape Company	4,457.00
73660	11/20/13	Platinum Resource Group	3,022.50
73661	11/20/13	Quijote Corporation dba Sensis	8,249.20
73662	11/20/13	Southern California Edison	9,106.33
73663	11/20/13	Starmedia Entertainment LLC	1,056.75
73664	11/20/13	Steve Wignall	7.00
73665	11/20/13	TalentWise	225.00
73666	11/20/13	Verizon Wireless	1,769.09
73667	11/20/13	The Woodworking Shows	1,748.50
73668	11/22/13	Boyd & Associates	90.00
73669	11/22/13	Cen-Cal Heavy Moving, Inc.	74,850.00
E18A4CDC80F	11/27/13	US Bank	86,526.54
Total November 2013 AP Checks / Electronic Payments			1,269,479.63

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD NOVEMBER 21, 2013**

1. CALL TO ORDER:

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

2. MISSION STATEMENT:

Chair Tkaczyk recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Director Berardino. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

Chair Tkaczyk, Vice Chair Aitken, Director Tucker, Director Dodge, Director Berardino, and Director Mouet

DIRECTORS ABSENT/EXCUSED:

Director Ellis, Director Jahangiri, Director La Belle

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Larry Sasson; Jeff Willson, OCFEC; Janet Taylor, stenographer; Robin Wachner, OCFEC Director of Communications; Gary Hardesty, OCFEC; Howard Sandler, OCFEC Director of Events; Joan Hamill, OCFEC Director of Community Relations; Jason Jacobsen, OCFEC Director of Production; Jerry Eldridge, OCFEC Director of Facilities; Nick Buffa, OCFEC; Jennifer Muir, OCEA; Chuck Duggan; Elaine Kumamoto, OCFEC Director of Finance; Tamara Goddard, CPMG; Clint Eastman, CPMG; Mike Robbins; Jeanine Robbins; Beth Refakes; Stewart Suchman, OCMP; Bob Oster, OCMP; Ryan Miller, OCMP; Reggie Mundekis; Jill Lloyd, OCMP; Roy Englebrecht, Fight Club OC; Carina Franck-Pantone, OCEA; Theresa Sears; Noberto Santana, Voice of OC; Bobby McDonald; Bob Lockovich, United States Postal Service; Beth Rubio; United States Postal Service; Bob Palazzola, Costa Mesa Historical Society; Dennis Esslinger, OCWS

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC CEO, provided an update regarding the proposed joint-use parking structure with Orange Coast College.

Director Mouet discussed the parking structures built through a JPA in the Civic Center area of Santa Ana as a model for approaching discussions with Orange Coast College.

Michele Richards, OCFEC Chief Business Development Officer, provided an update regarding the development of the acreage available through the reconfiguration of the Pacific Amphitheatre berm.

Gary Hardesty then provided an update regarding the Pacific Amphitheatre Phase II construction project.

Chair Tkaczyk discussed his involvement with discussions regarding the progress of Phase II, complimenting staff and CFFA.

6. PUBLIC COMMENT

Jennifer Muir, OCEA, presented a recap of the Veterans + Labor event held at OCFEC on Veteran's Day.

Bobby McDonald, co-Chair of the Veterans + Labor event, thanked OCFEC for their involvement in the event.

Bob Lockovich, United States Postal Service, thanked OCFEC for their support of the event and the unveiling of the Medal of Honor stamp. He then presented commemorative plaques to OCFEC and OCEA on behalf of the United States Postal Service.

Director Berardino thanked Bobby McDonald and Bob Lockovich for their participation in the Veterans + Labor event.

Beth Refakes complimented the Veterans + Labor event and hoped it would be returning in 2014. She then asked for an update regarding the Veterans Memorial and the Memorial Gardens building.

Roy Englebrecht, Fight Club OC, announced the final night of the 2013 fight season at OCFEC and discussed the success of the Fight Club OC events. He then noted that 2014 and 2015 dates have been determined for Fight Club OC at OCFEC.

Theresa Sears praised the Veterans + Labor event and congratulated the Board of Directors and staff. She then discussed the conspiracy and cover-up during the failed sale of the fairgrounds revealed through the recently disclosed Nossaman documents.

Bob Palazzola, Costa Mesa Historical Society, discussed his group's participation in the Veterans + Labor event.

7. MINUTES:

A. Board Meeting held October 24, 2013

Action Item

ACTION: Director Berardino motioned and Vice Chair Aitken seconded to review and approve the minutes from the Board meeting held October 24, 2013. **MOTION PASSED UNANIMOUSLY**

8. CONSENT CALENDAR

A. Standard Agreements: SA-259-13MA; SA-260-13CS; SA-261-13PS

B. Amendments: SA-13-11EM (Amend #3); SA-01-09TR (Amend #3)

C. Interagency Agreements: none.

D. Letters of Understanding: none.

E. Rental Agreements: R-205-13; R-206-13; R-209-13; R-210-13; R-212-13; R-217-13; R-218-13; R-003-14; R-011-14; R-021-14; R-033-14; R-036-14

F. Active Joint Powers Authority Agreements: none.

Theresa Sears complimented the Board and Financial Monitoring Committee on the recent budget study session but stated that she came away with more questions, expressing her discomfort with current contracting practices. She then suggested that no long term contracts be approved without holding a study session to review each one.

Lofstrom requested that SA-260-13CS be pulled for further discussion.

Director Berardino suggested that the CEO think about providing a study session for long term contracts. However he did state that he has been extraordinarily satisfied with the CEO's professionalism. He then suggested that any concerns Ms Sears may have should be brought directly to the CEO. Then, if there are still concerns, they should be brought to the Board.

ACTION: Director Berardino motioned and Vice Chair Aitken seconded to review and approve the Consent Calendar with Standard Agreement SA-260-13CS removed for further discussion. **MOTION PASSED UNANIMOUSLY**

Lofstrom discussed methods of providing information to the Board regarding pending RFPs.

Richards then discussed the Corporate Sponsorship RFP process and congratulated CPMG on receiving the highest score. She then discussed the successes of OCFEC's relationship with CPMG during the previous contract term.

Director Mouet requested a copy of the Corporate Sales RFP.

Lofstrom suggested meeting with the Executive Team to develop a formal process in light of Director Berardino's comments.

ACTION: Director Berardino motioned and Director Mouet seconded to review and approve Standard Agreement SA-260-13CS. **MOTION PASSED UNANIMOUSLY**

10. CLOSED SESSION

At the direction of Chair Tkaczyk the Board adjourned to Closed Session at 10:00 a.m. and resumed at 10:42 a.m.

9. GOVERNANCE PROCESS:

D. Revise Article IV, Section 5, of the Bylaws of the 32nd District Agricultural Association Regarding Vacancies on the Board of Directors

Action Item

Chair Tkaczyk presented the item.

Staff recommended that Article IV, Section 5 be revised to state:

***Vacancies:** A vacancy because of death, resignation, removal, disqualification, or otherwise, shall be filled at the sole discretion of the Office of the Governor for the unexpired portion of the term.*

ACTION: Director Berardino motioned and Vice Chair Aitken seconded to adopt recommended revision to Article IV, Section 5, of the Bylaws of the 32nd District Agricultural Association regarding vacancies on the Board of Directors. **MOTION PASSED UNANIMOUSLY**

B. Review and Approve Financial Terms and Conditions for Proposed Outdoor Market Place Agreement

Action Item

Chair Tkaczyk read a prepared statement from Director La Belle discussing the financial terms developed through the Tel Phil negotiations.

Lofstrom discussed the negotiating process, the proposed rent schedule, capital contribution schedule, and weekend buy-back schedule, provisions for expanding the annual Fair and other considerations.

Ryan Miller, Orange County Market Place, presented the proposed Market Place Revitalization five-year program.

Director Berardino complimented the negotiating team and the Market Place team.

ACTION: Director Berardino motioned and Vice Chair Aitken seconded to approve the Tel-Phil Negotiating Team's recommended financial terms and conditions. **MOTION PASSED UNANIMOUSLY**

C. Review and Approve 2014 OCFEC Operating Budget
Action Item

Item will be presented at the December meeting.

A. Committee/Task Force/Liaison Reports
Information Item

Director Mouet, on behalf of the Centennial Farm Foundation, discussed the pancake breakfast.

Director Tucker, on behalf of the Centennial Farm Foundation, is attempting to find an underwriter to purchase a tractor and wagon.

Vice Chair Aitken praised the pancake breakfast.

Director Berardino, representing the Veteran's Memorial Task Force, provided an update and noted that the CEO would be assigning a staff member to be part of the task force. He also announced that he had spoke to a State Senator about State funding for the project.

Director Mouet, representing the Financial Monitoring Committee, discussed the recent budget study session feeling that it was very productive. He then complimented and thanked staff for their efforts and thanked the public for attending.

Lofstrom gave an update regarding the Organizational Needs Assessment RFP. Five proposals were submitted and the scoring committee will be bringing the awarded contract before the Board in December.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Tucker suggested that OCFEC self-produce the Veterans + Labor event instead of OCEA.

Vice Chair Aitken thanked OCEA, the Board and staff for the Veterans + Labor event.

Director Berardino thanked everyone with all their efforts towards events at OCFEC and he believes the organization is moving in the right direction.

12. NEXT BOARD MEETING: THURSDAY, DECEMBER 19, 2013

13. ADJOURNMENT

Meeting adjourned at 11:12 a.m.

Stanley F. Tkaczyk, Chair

Doug Lofstrom, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-21-14GE	Kelly Associates Management Group LLC	Organizational Needs Assessment Services	Year Round	01/13/14 - 01/12/15		\$43,200.00

Amendments

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

Interagency Agreements

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

Letters of Understanding

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

AGREEMENT NUMBER SA-21-14GE
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

KELLY ASSOCIATES MANAGEMENT GROUP LLC

2 The term of this **01/13/14** through **01/12/15** **FED ID:**
 Agreement is:

3. The maximum amount **\$43,200.00**
 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 provide Organizational Needs Assessment services at the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Page 1 – 4

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 5

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 6 – 9

Check mark one item below as Exhibit D:


Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 10 – 11

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 16

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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) KELLY ASSOCIATES MANAGEMENT GROUP LLC		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING William R. Kelly, President/CEO		
ADDRESS 1440 North Harbor Boulevard, Suite 900, Fullerton, CA 92835 (714) 837-7502		
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 or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK

Kelly Associates Management Group (“Contractor”) shall conduct an Organizational Needs Assessment for the 32nd District Agricultural Association (“District”), doing business as the OC Fair & Event Center.

This Organizational Needs Assessment will become an important tool in the process of identifying the future CEO, provide a foundation from which leadership decisions can be made, and enhance the planning process which is key for the organization to continue progression in a successful direction.

Contractor shall analyze the District’s organizational needs and provide comprehensive recommendations based upon the requested deliverables contained within the Scope of Work herein:

A. CONTRACTOR RESPONSIBILITIES AND DELIVERABLES

For the purpose identified above, the Organizational Needs Assessment shall include the following key deliverables from the Contractor:

1. No less than monthly meetings and detailed progress reports/schedules with District Management to provide status reports and ensure Contractor is on target. Meetings shall take place onsite at OC Fair & Event Center and/or elsewhere as determined by District Management.
2. Review of the purpose, vision and goals of the District.
3. Analysis of the District’s strengths and key areas for improvement.
4. Review of the flow of information and communication across the organization; internally among staff, between staff and the Board, and between the District and the public.
5. The development of realistic and successful recommendations for improving the organization’s effectiveness, efficiency and readiness for change, which shall include:
 - a. Key processes
 - b. District policies
 - c. District structure
6. In-depth and/or “focus group” feedback from specific functional groups, both internal and external, regarding the needs of the organization. Feedback shall be obtained onsite at OC Fair & Event Center and/or elsewhere as determined by District Management.
7. Strategies for assessing, monitoring and improving the level of trust, cooperation and engagement amongst employees.
8. Assessment of the Board’s relationship with District Staff, and recommended approaches for enrichment.
9. Development of an ideal CEO candidate profile, including competencies and leadership traits.
10. Contractor shall submit a draft “Report of Findings and Recommendations” midway through the project as well as a final version of the report upon project completion.
11. Formal presentation of key findings and recommendations to the Board, staff, and public upon completion of efforts and submission of deliverables.



EXHIBIT A – SCOPE OF WORK (CONT.)

B. CONTRACTOR AGREES:

1. To perform according to the Scope of Work contained herein and at the rates specified in this document.
2. To produce deliverables at Contractor's sole expense and without the aid of District resources. District office equipment, such as a laptop and monitor/projector, may be made available to conduct onsite feedback sessions, as determined necessary by the District.
3. To schedule all meetings, including, but not limited to, progress/status reports, focus group feedback sessions, and formal or informal presentations, in advance and in cooperation with District Management.
4. All work product developed by the Contractor for the District shall be the property of the District and shall not be disclosed to any third party without prior District approval.
5. Payments to the Contractor will be made by the District as agreed upon and paid in full upon satisfactory completion of work herein required and upon receipt of proper invoice. Flat fee invoicing shall be submitted upon completion of services and deliverables as noted in Section A, Paragraphs 1-11 above, and shall be paid Net 10 upon receipt of proper invoice. After the completion of deliverables listed in Section A, Paragraphs 1 - 11, the Contractor shall provide follow-up services to support efforts that may result from the Organizational Needs Assessment, as requested by the District, on a time and materials basis. The cost for time shall be billed and paid as an hourly fee. Any invoices for time and materials shall be paid Net 30 upon receipt of proper invoice. The District has included a not to exceed amount of \$1,000.00 for materials which may result from additional hourly services requested. All such expenditures must be pre-approved by the CFO. All invoices shall include a detailed description of services rendered.
6. The contracted amount will be based upon a not to exceed amount according to the following schedule:

FLAT FEE

2014 Flat Fee	=	\$	34,700.00
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POST-DELIVERABLE SERVICES (TIME AND MATERIALS)

Hourly Fee	\$	150.00	x	50 Hours	=	\$	7,500.00
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Materials (Up to \$1,000.00)	=	\$	1,000.00
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TOTAL

TOTAL "NOT TO EXCEED" AMOUNT	=	\$	43,200.00
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7. Proof of insurance meeting the requirements of the State must be made available to the District within 15 days of contract execution. Failure to do so could result in the termination of said contract.
8. If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.



EXHIBIT A – SCOPE OF WORK (CONT.)

9. In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening.
10. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the District, as employees and officers are not permitted to accept them under any circumstances.
11. The District's Request for Proposal (RFP) for Organizational Needs Assessment Services, CS-03-13, dated October 14, 2013, is on file in the Office of the 32nd District Agricultural Association and the Division of Fairs and Expositions' Office in Sacramento, and is incorporated herein by reference and made a part of this agreement.
12. The Contractor's proposal for Organizational Needs Assessment Services dated November 15, 2013, is on file in the Office of the 32nd District Agricultural Association and the Division of Fairs and Expositions' Office in Sacramento, and is incorporated herein by reference and made part of this agreement.
13. 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.

C. DISTRICT AGREES:

1. The term of this contract is from January 13, 2014 – January 12, 2015.
2. To provide Contractor sufficient space onsite at the OC Fair & Event Center property to conduct in-depth and/or "focus group" feedback, both internal and external, regarding the needs of the organization.
3. To make available on an as-needed basis, District's Executive Management Team, Board of Directors, and personnel.
4. To pay the Contractor a total amount not to exceed FORTY THREE THOUSAND TWO HUNDRED DOLLARS (\$43,200.00) based upon the fee schedule as specified herein.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Major Projects - ONA
5339-97-14M01

PAYMENT PROVISIONS:

Flat fee invoicing shall be submitted upon completion of services and deliverables listed under Section A, Paragraphs 1 – 11 herein, and shall be paid Net 10 upon receipt of proper invoice. After the completion of deliverables, any invoices for time and materials shall be paid Net 30 upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

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

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-211-13	Del Salsa	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-213-13	Dogtown Dogs	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-214-13	The Library Store On Wheels	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-219-13	Crepes Bonaparte	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-220-13	Calbi Tacos	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-221-13	Swing It Trapeze, LLC	Swing It Trapeze	Trapeze Set Up and Inspection	Pacific Amphitheatre Concourse	11/15/13-11/19/13	No charge
R-223-13	Swing It Trapeze, LLC	Swing It Trapeze	Trapeze School	Pacific Amphitheatre Concourse	11/20/13-12/20/13	\$3,399.00
R-224-13	Murphy Murphy & Murphy	Country Christmas	Christmas Party	Millennium Barn	12/14/13	\$3,633.00
R-004-14	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festival	Consumer Show	Costa Mesa Building	03/25/14-03/30/14	\$21,465.75
R-005-14	World Pet Association, Inc.	America's Family Pet Expo	Consumer Show	All Grounds	04/21/14-04/28/14	\$114,195.50
R-008-14	Goldenvoice, LLC	Musink Tattoo Convention & Music Festival	Consumer Show	Costa Mesa Building, Huntington Beach Building, and Courtyard	03/20/14-03/24/14	\$79,070.50
R-012-14	Sunset Promotional Services, Inc	Marine Aquarium Expo	Consumer Show	The Hangar	04/04/14-04/06/14	\$15,201.00
R-018-14	Dawn McGuire dbaOC Throwdown	OC Throwdown	Athletic Competition	Anaheim Building, The Hangar, OC Promenade, and Main Mall	01/10/14-01/13/14	\$38,191.25
R-020-14	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festival	Consumer Show	Costa Mesa Building	06/03/14-06/08/14	\$21,465.75
R-027-14	The Expo Pros	CA Baby & Kidz Expo	Consumer/Lead Generating	Huntington Beach Building	01/17/14-01/18/14	\$8,175.50
R-041-14	Angela Snyder	Wedding	Private Event	Millennium Barn	10/11/14	\$4,132.50
R-047-14	Sand Sports Super Show	Sand Sports Super Swap	Consumer Show	Lot I	03/29/14-03/30/14	\$4,315.00
R-049-14	Tex*us Guitar Shows, Inc.	CA World Guitar Show	Consumer Show	Huntington Beach Building	08/22/14-08/25/14	\$14,772.00
R-050-14	Lisa Nguyen	Wedding	Private Event	Millennium Barn	10/4/14-10/5/14	\$4,294.25
R-057-14	ES3 Inc.	Vehicle Validation Video	Ride and Drive	Lot I	01/09/14	\$2,094.00

REVIEWED _____

DATE October 30, 2013

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

Del Salsa

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

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

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

Del Salsa
52 Via Entrada
Tustin, CA 92780

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

By _____

By _____

Title: Del Cochran

Title: Sharon Angenstein, Chief Financial Officer

AGREEMENT: R-211-13
DATED: October 30, 2013
WITH: Del Salsa
PHONE: 714-317-8046
EMAIL: delsalsa@outlook.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 _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2013 to December 31, 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:

Dogtown Dogs

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

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on 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. 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 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 printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

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

Dogtown Dogs
16819 Hartland Street
Lake Balboa, CA 91406

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

By _____

By _____

Title: JP Carroll, General Manager

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-213-13
DATED: November 23, 2013
WITH: Dogtown Dogs
PHONE: (310) 469-4042
EMAIL: jp@dogtowndog.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 _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Library Store on Wheels 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 Library Store on Wheels

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 Library Store on Wheels
630 W. Fifth St.
Los Angeles, CA 90071**

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

By _____

By _____

Title: Lindsey Vaniman, Assistant Director of Retail Services

Title: Sharon Augenstein, Chief Financial Officer

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 _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2013 to December 31, 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:
Crepes Bonaparte
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on 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. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Crepes Bonaparte
PO Box 26066
Anaheim, CA 92825

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

By _____

By _____

Title: Danielle Murcia, Owner

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-219-13
DATED: November 8, 2013
WITH: Crepes Bonaparte
PHONE: (714) 595-9995
EMAIL: info@calbicatering.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 _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2013 to December 31, 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:

Calbi Tacos

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

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on 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. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

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

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

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

Calbi Tacos
PO Box 26066
Anaheim, CA 92825

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

By _____

By _____

Title: Danielle Murcia, Owner

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-220-13
DATED: November 8, 2013
WITH: Calbi Tacos
PHONE: (714) 595-9995
EMAIL: info@calbicatering.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

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Swing It Trapeze, 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 **November 15 - 19, 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:

Swing It Trapeze

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

No Charge (Dark days between inspection and possible classes)

- 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.

Swing It Trapeze, LLC
1970 16th Street, Apt N301
Newport Beach, CA 82663

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

By _____

By _____

Title: Nick Selvy, Owner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Swing It Trapeze
 Contact Person: Brian Kirch
 Event Date: 11/04/2013 - 11/14/2013

Contract No: R-221-13
 Phone: (310) 592-0807
 Hours: Set Up & Inspection by OSHA

Admission Price: Adult: \$50.00 - \$100.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10 Per Class

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Pacific Amphitheatre Concourse	11/15/2013 - 11/19/2013	DARK	No Charge

- Move out may be required.
 - If any area within the Pacific Amphitheatre Concourse should become restricted due to requirements of other booked events, the OCFEC Event Sales & Services Department will work with Swing It Trapeze to identify an alternate class schedule.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT/DAY	TBD
No additional lights will be provided in the evening except on Wednesday - November 6 th & 13 th . Set up must take place during the day.				
			Total:	TBD

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u> Janitorial Attendant	1 Hour Per Event Day	TBD EA	19.00 HR	TBD

Summary

Facility Rental Total	No Charge
Estimated Equipment, Reimbursable Personnel and Services Total	TBD
Grand Total:	No Charge

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	00/00/2013	No Charge
Total:		No Charge
Payment Total:		No Charge

Please Remit Full 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.

All holes created by stakes or otherwise must be patched immediately after move-out. A fence is required around the trapeze structure to prevent unauthorized public from entering and using the trapeze. No night work during this period except on Wednesday - November 6th & 13th, 2013.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Swing It Trapeze, 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 **November 20 - December 20, 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:

Swing It Trapeze

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

\$3,399.00

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

Swing It Trapeze, LLC
1970 16th Street, Apt N301
Newport Beach, CA 82663

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

By _____

By _____

Title: Nick Selvy, Owner

Title: Sharon Angenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Swing It Trapeze
 Contact Person: Brian Kirch
 Event Date: 11/20/2013 - 12/20/2013

Contract No: R-223-13
 Phone: (949) 383-6550
 Hours: Wednesday - Sunday
 1st Session: 12:00 PM - 2:00 PM
 2nd Session: 4:00 PM - 6:00 PM
 3rd Session: 7:00 PM - 9:00 PM

Admission Price: Adult: \$50.00 - \$100.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10 Per Class

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Pacific Amphitheatre Concourse Closed on Thursday November 28, 2013.	11/20/2013 - 12/20/2013	Event	2,000.00
Total:			2,000.00

- Move out may be required.
 - If any area within the Pacific Amphitheatre Concourse should become restricted due to requirements of other booked events, the OC FEC Event Sales & Services Department will work with Swing It Trapeze to identify an alternate class schedule.

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Internet Usage	Estimate Only	1.00 EA	375.00/MONTH	375.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00/MONTH	500.00
Picnic Table	Estimate Only 2	2.00 EA	15.00 EA	30.00
Total:				905.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations Janitorial Attendant 13 days (Friday - Sunday)	1 Hour Per Event Day	2.00 EA	19.00 HR	494.00
Total:				494.00

Summary

Facility Rental Total	\$2,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,399.00
Grand Total:	\$3,399.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/20/2013	\$1,133.00
Second Payment	11/27/2013	\$1,133.00
Third Payment	12/04/2013	\$1,133.00
Total:		\$3,399.00
Payment Total:		\$3,399.00

Please Remit Full 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

ACCIDENTS

To notify the District (OCFEC) of any accident that takes place during the lessons. 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.

BANNER:

A banner (3' X 8') may be placed on the black metal truss between the Parking Office and the Box Office.

FENCE:

A fence is required around the trapeze structure to prevent unauthorized public from entering and using the trapeze.

FOOD & BEVERAGE/ CATERING REQUESTS

In the event a group is booked and a request for catering is made, all requests must be forwarded to OCFEC Event Sales & Services Department. All food and beverage is the exclusive right of Ovations the on-site Master Concessionaire of the OC Fair & Event Center.

GATES

To open and close the gates to the Pacific Amphitheatre please contact our Guest Relations office at 714-708-1588. Please give them around 15 minutes lead time to arrive at your location.

HATCH LOCK:

The hatch leading from the stairway to the public platform must be locked when Swing It Trapeze staff is not on site.

OFFICE SHED:

Swing It Trapeze has permission to put up a shed to use as an office.

ROADWAY:

A 20 foot roadway for golf carts and equipment is required on the north side of the trapeze set up so that OC Fair employees and Ovations staff may continue to work when needed.

STAKES AND HOLES:

All holes created by stakes or otherwise must be patched immediately after move-out.

WAIVERS:

All participants must sign both the State Waiver and the Swing It Trapeze waivers. OCFEC must have access to waivers in case of an incident. Waiver must be kept onsite and accessible to OCFEC. All paperwork must be kept on file for five (5) years.

REVIEWED _____

DATE December 5, 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 Murphy Murphy & Murphy hereinafter, called the Rentor

WITNESSETH:

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

Country Christmas

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

\$3,633.00

- 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, 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.

Murphy Murphy & Murphy
10801 Walker Street, Suite 200
Cypress, CA 90630

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

By _____

By _____

Title: Kristi Reynolds, Promoter

Title: Sharon Augenstein, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Country Christmas
 Contact Person: Kristi Reynolds
 Event Date: 12/14/2013

Contract No: R-224-13
 Phone: (714) 821-5550
 Hours: 6:00 PM - 12:00 AM

Vehicle Parking Fee: Private Party

Projected Attendance: 150

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>	
	<u>Date-Time</u>					
Saturday						
Millennium Barn	12/14/2013 03:00 PM - 12:00 AM			Event	800.00	
Sunday						
Millennium Barn	12/15/2013 06:00 AM - 9:00 AM			Move Out	No Charge	
-Move out must be completed by 9:00 AM on Sunday - December 15, 2013 to avoid additional charges.					Total:	800.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00EVT	200.00
Forklift (For Bleachers)	Estimate 3 Hours	3.00 HR	75.00HR	225.00
Man Lift (For Lighting & Decorations)	TBD	TBD EA	75.00HR	TBD
Sweeper	Estimate 2 Hours	2.00 HR	75.00HR	150.00
Portable Heaters	Estimate 2	2.00 EA	75.00HR	150.00
Straw Bales	Estimate 4	4.00 EA	4.00EA	16.00
Total:				759.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.00HR	38.00
Electrician	Estimate 1 Hour	1.00 HR	45.00HR	45.00
Event Day				
Grounds Attendant Lead	12/14/2013 05:00 PM - 12:00 AM	1.00 EA	30.00HR	210.00
Janitorial Attendant	12/14/2013 05:00 PM - 12:00 AM	2.00 EA	19.00HR	266.00
Clean Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.00HR	114.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.00HR	38.00

<u>Event Sales & Services</u>				
Event Coordinator	12/14/2013 05:00 PM - 12:00 AM	1.00 EA	40.00HR	280.00
Guest Relations				
Security Attendant	12/14/2013 05:30 PM - 12:30 AM	1.00 EA	19.00HR	133.00
Insurance				
S.E.L.I. Insurance	12/14/2013	1.00 EA	90.00DAY	90.00
Due to S.E.L.I. coverage expiration, all tear down must be complete by 09:00 AM on December 16, 2013.				
Total:				1,274.00

Summary

Facility Rental Total	\$800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,033.00
Refundable Deposit	\$800.00

Grand Total: \$3,633.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/14/2013 PAID #2900	\$3,353.00
Second Payment	12/6/2013	\$280.00
Total:		\$3,633.00
Payment Total:		\$3,633.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

The OC Fair & Event Center is excited to announce that it has adopted and started the implementation of a 10-year master plan for the fairgrounds property and its facilities. 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.

Please see Exhibit "D" for more information regarding rental of the Millennium Barn.

DRAFT

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Sugar Plum Festivals 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: **March 25 - 30, 2014**
- 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:

Sugar Plum Arts & Crafts Festivals

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

\$21,465.75

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees 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.

**Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815**

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

By _____

By _____

Title: Camilla Richter, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A - March

Event Information

Event Name: Sugar Plum Arts & Crafts Festivals
 Contact Person: Camilla Richter
 Event Dates: 03/28/2014 - 03/29/2014

Contract No: R-004-14
 Phone: (562) 598-0857
 Hours: Friday: 10:00 AM - 8:00 PM
 Saturday: 09:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility and/or Area Fees	Date-Time	Activity	Actual
Tuesday Costa Mesa Building (#10)	03/25/2014 03:00 PM - 10:00 PM	Move In	987.50
Wednesday Costa Mesa Building (#10)	03/26/2014 08:00 AM - 10:00 PM	Move In	1,975.00
Thursday Costa Mesa Building (#10)	03/27/2014 08:00 AM - 10:00 PM	Move In	1,975.00
Friday Costa Mesa Building (#10)	03/28/2014 10:00 AM - 08:00 PM	Event	3,950.00
Saturday Costa Mesa Building (#10)	03/29/2014 09:00 AM - 05:00 PM	Event	3,950.00
Sunday Costa Mesa Building (#10)	03/30/2014 06:00 AM - 12:00 PM	Move Out	No Charge
-Move out must be completed by 12:00 Noon on Sunday - March 30, 2014 to avoid additional charges.			Total: 12,837.50

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet	03/28/2014 - 03/29/2014	1.00 EA	50.00 EA/DAY	100.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Hang Tag - 2 Days	Estimate 120	120.00 EA	8.00 EA	960.00
Portable Electronic Message Board	03/28/2014 - 03/29/2014	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building; Microphone and Stand Included)	03/28/2014 - 03/29/2014	1.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:			2,819.00	

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations Set Up Grounds Attendant	Estimate 3.5 Hours	3.50 HR	19.50 HR	68.25
Event Day Grounds Attendant Lead	03/28/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	03/28/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	03/28/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	03/29/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	03/29/2014 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Janitorial Attendant	03/29/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Clean Up Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Event Sales & Services Event Coordinator	03/28/2014 09:00 AM - 08:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	03/29/2014 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00

EXHIBIT A - March

Event Information

Parking

Parking Attendant Lead	03/27/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	03/27/2014 09:00 AM - 07:00 PM	2.00 EA	19.50 HR	390.00

Technology

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

S.E.L.I. Insurance	03/28/2014 - 03/29/2014	2.00 DAY	205.00 DAY	410.00
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(Includes coverage for move-in/move-out period listed on Rental Agreement)

Total: 4,309.25

Summary

Facility Rental Total	\$12,837.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,128.25
Refundable Deposit	\$1,500.00

Grand Total: \$21,465.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/19/2013	\$1,000.00
Second Payment	12/26/2013	\$6,822.00
Third Payment	01/24/2014	\$6,822.00
Fourth Payment	02/25/2014	\$6,821.75

Total: \$21,465.75

Payment Total: \$21,465.75

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE December 10, 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 **World Pet Association, Inc.** 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 preinises: from **April 21 - 28, 2014**
- 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:
World Pet Association, Inc. - America's Family Pet Expo
- 4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$114,195.50
- 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
- 8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

World Pet Association, Inc.
135 W. Lemon Avenue
Monrovia, CA 91016

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

By _____

By _____

Title: Doug Poindexter, President

Title: Jerome Hoban, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: World Pet Association, Inc.
 Contact Person: Doug Poindexter
 Event Dates: 04/25/2014 - 04/27/2014

Contract No: R-005-14
 Phone: (626) 447-2222
 Hours: Friday: 10:00 AM - 06:00 PM
 Saturday: 10:00 AM - 07:00 PM
 Sunday: 10:00 AM - 06:00 PM

Admission Price: Adult: \$13.00 Senior (60+): \$11.00 Child (6-12): \$8.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 30,000

<u>Facility and/or Area Fees</u>	<u>Facility Rental Fees</u>	<u>Activity</u>	<u>Actual</u>
	<u>Date-Time</u>		
Monday			
Action Sports Arena	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Commerce Way	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Meadows	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Memorial Gardens Downstairs	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/21/2014 08:00 AM - 07:00 PM	Move In	0.00
Tuesday			
Action Sports Arena	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Commerce Way	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Meadows	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Memorial Gardens Downstairs	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/22/2014 08:00 AM - 07:00 PM	Move In	0.00
Wednesday			
Action Sports Arena	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Anaheim Building (#16)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Baja/Arena Lawn	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Centennial Way	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00

EXHIBIT A

Event Information

Commerce Way	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Lane	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Country Meadows	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Courtyard	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Covered Arena	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Crafters Village	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Festival Field Asphalt	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Livestock Lane	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Main Mall	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Memorial Gardens Downstairs	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
OC Promenade (The Span)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Park Plaza	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Parking Lot I	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
South Lawn	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00
The Hangar	04/23/2014 08:00 AM - 07:00 PM	Move In	0.00

Thursday

Action Sports Arena	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Anaheim Building (#16)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Baja/Arena Lawn	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Centennial Way	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Commerce Way	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Costa Mesa Building (#10)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Country Lane South (South Lawn)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Country Lane	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Country Meadows	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Courtyard	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Covered Arena	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Crafters Village	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Festival Field Asphalt	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Huntington Beach Building (#12)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Livestock Lane	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Los Alamitos Building (#14)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Main Mall	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Memorial Gardens Downstairs	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
OC Promenade (The Span)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Park Plaza	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot I	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
South Lawn	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00
The Hangar	04/24/2014 08:00 AM - 08:00 PM	Move In	0.00

Friday

Action Sports Arena	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Anaheim Building (#16)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Baja/Arena Lawn	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Centennial Way	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Commerce Way	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Country Lane South (South Lawn)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Country Lane	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Country Meadows	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Courtyard	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Covered Arena	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Crafters Village	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Livestock Lane	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Main Mall	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Memorial Gardens Downstairs	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Park Plaza	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
Parking Lot I	04/25/2014 10:00 AM - 06:00 PM	Event	0.00

EXHIBIT A

Event Information

Santa Ana Pavilion (Parade of Products)	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
South Lawn	04/25/2014 10:00 AM - 06:00 PM	Event	0.00
The Hangar	04/25/2014 10:00 AM - 06:00 PM	Event	0.00

Saturday

Action Sports Arena	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Anaheim Building (#16)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Baja/Arena Lawn	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Centennial Way	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Commerce Way	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Costa Mesa Building (#10)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Country Lane South (South Lawn)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Country Lane	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Country Meadows	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Courtyard	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Covered Arena	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Crafters Village	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Festival Field Asphalt	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Huntington Beach Building (#12)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Livestock Lane	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Los Alamitos Building (#14)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Main Mall	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Memorial Gardens Downstairs	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
OC Promenade (The Span)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Park Plaza	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Parking Lot I	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
South Lawn	04/26/2014 10:00 AM - 07:00 PM	Event	0.00
The Hangar	04/26/2014 10:00 AM - 07:00 PM	Event	0.00

Sunday

Action Sports Arena	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Anaheim Building (#16)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Baja/Arena Lawn	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Centennial Way	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Commerce Way	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Country Lane South (South Lawn)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Country Lane	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Country Meadows	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Courtyard	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Covered Arena	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Crafters Village	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Livestock Lane	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Main Mall	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Memorial Gardens Downstairs	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Park Plaza	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Parking Lot I	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
South Lawn	04/27/2014 10:00 AM - 06:00 PM	Event	0.00
The Hangar	04/27/2014 10:00 AM - 06:00 PM	Event	0.00

Monday

Action Sports Arena	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Anaheim Building (#16)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Baja/Arena Lawn	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Centennial Way	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Commerce Way	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Costa Mesa Building (#10)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Country Lane South (South Lawn)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Country Lane	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Country Meadows	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Courtyard	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Covered Arena	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00

EXHIBIT A

Event Information

Location	Date-Time	Event Information	Amount
Crafters Village	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Festival Field Asphalt	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Huntington Beach Building (#12)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Livestock Lane	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Los Alamitos Building (#14)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Main Mall	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Memorial Gardens Downstairs	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
OC Promenade (The Span)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Park Plaza	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Parking Lot I	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
South Lawn	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00
The Hangar	04/28/2014 06:00 AM - 11:00 PM	Move Out	0.00

Total: "See Facility Rental Fee"

*Facility Rental Fee shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) for America's Family Pet Expo.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet	Estimate 6	6.00 EA	50.00 DAY	300.00
20 Amp Drop	Estimate 4	4.00 EA	25.00 EA	100.00
50 Amp Drop	Estimate 15	15.00 EA	70.00 EA	1,050.00
Animal Pen	Estimate 50	50.00 EA	15.00 EA	750.00
Bag of Shaving	Estimate 20	20.00 EA	15.00 EA	300.00
Barricade	Estimate 130	130.00 EA	15.00 EA	1,950.00
Bench (Metal)	Estimate 10	10.00 EA	10.00 EA	100.00
Bleacher (100-Seat Section, 10' Long)	Estimate 4	4.00 EA	250.00 EA	1,000.00
Bleacher Rental (Action Sports Arena)	TBD	TBD EA	TBD EA	TBD
Dumpster	Estimate 320	320.00 EA	18.00 EA	5,760.00
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	Estimate 45 Hours	45.00 HR	75.00 HR	3,375.00
Hand Washing Station	Estimate 2	2.00 EA	100.00 EA	200.00
Hang Tag	Estimate 860	860.00 EA	12.00 EA	10,320.00
Info Booth with Banners Printed	Estimate 3	3.00 EA	230.00 EA	690.00
Marquee Board (14 Consecutive Days)	04/14/2014 - 04/27/2014	2.00 WK	450.00 WK	900.00
Overall Public Address System	04/25/2014 - 04/27/2014	3.00 DAY	250.00 DAY	750.00
Picnic Table (Round or Rectangle)	Estimate 30	30.00 EA	15.00 EA	450.00
Portable Electronic Message Board	04/25/2014 - 04/27/2014	4.00 EA	75.00 EA/DAY	900.00
Portable Electronic Message Board (Outside Rental Estimate Only)	04/26/2014 - 04/27/2014	2.00 EA	530.00 EVT	1,060.00
Portable Public Address System	Estimate 3	3.00 EA	120.00 DAY	360.00
Portable Stall Rental (Stallions)	TBD	TBD EA	15.00 EA	TBD
Scissor Lift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Straw Bale	Estimate 10	10.00 EA	5.00 EA	50.00
Sweeper	Estimate 20	20.00 HR	75.00 HR	1,500.00
Ticket Booth	Estimate 11	11.00 EA	100.00 EA	1,100.00
Trussing Unit	Estimate 1	1.00 EA	250.00 EA	250.00
Umbrella	Estimate 4	4.00 EA	15.00 EA	60.00

Total: 35,525.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 24 Hours	24.00 HR	30.00 HR	720.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00
Event Day				
Grounds Attendant Lead	04/25/2014 08:00 AM - 07:30 PM	2.00 EA	30.00 HR	690.00
Grounds Attendant	04/25/2014 08:00 AM - 07:30 PM	4.00 EA	19.50 HR	897.00

EXHIBIT A

Event Information

Janitorial Attendant	04/25/2014 08:00 AM - 07:30 PM	12.00 EA	19.50 HR	2,691.00
Electrician	04/25/2014 10:00 AM - 06:00 PM	1.00 EA	45.00 HR	360.00
Grounds Attendant Lead	04/26/2014 08:00 AM - 09:00 PM	2.00 EA	30.00 HR	780.00
Grounds Attendant	04/26/2014 08:00 AM - 09:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant	04/26/2014 08:00 AM - 09:00 PM	14.00 EA	19.50 HR	3,549.00
Electrician	04/26/2014 10:00 AM - 07:00 PM	1.00 EA	45.00 HR	405.00
Grounds Attendant Lead	04/27/2014 08:00 AM - 06:00 PM	2.00 EA	30.00 HR	600.00
Grounds Attendant	04/27/2014 08:00 AM - 06:00 PM	4.00 EA	19.50 HR	780.00
Janitorial Attendant	04/27/2014 08:00 AM - 06:00 PM	14.00 EA	19.50 HR	2,730.00
Electrician	04/27/2014 10:00 AM - 06:00 PM	1.00 EA	45.00 HR	360.00
Clean Up				
Grounds Attendant Lead	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 30 Hours	30.00 HR	19.50 HR	585.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00
Event Sales & Services				
Event Coordinator	04/25/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Maintenance				
Plumber (Set Up)	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Plumber	04/25/2014 08:00 AM - 06:00 PM	1.00 EA	45.00 HR	450.00
Plumber	04/26/2014 08:00 AM - 07:00 PM	1.00 EA	45.00 HR	495.00
Plumber	04/27/2014 08:00 AM - 06:00 PM	1.00 EA	45.00 HR	450.00
Communications				
Telephone Operator	04/26/2014 08:00 AM - 06:00 PM	1.00 EA	19.50 HR	195.00
Telephone Operator	04/27/2014 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
Guest Relations				
Set Up				
Security Attendant Lead - Set Up (Bldgs 10/12/14/16/The Hangar)	04/24/2014 07:30 AM - 10:00 PM	1.00 EA	30.00 HR	435.00
Security Attendant - Set Up (Bldgs 10/12/14/16/The Hangar)	04/24/2014 07:30 AM - 10:00 PM	5.00 EA	19.50 HR	1,413.75
See Exhibit "D" RE: Exhibit Set Up Building Security				
Event Day				
Security Attendant - Event Day (Bldgs 10/12/14/16/The Hangar)	04/25/2014 07:30 AM - 06:30 PM	5.00 EA	19.50 HR	1,072.50
Security Attendant - Event Day (Bldgs 10/12/14/16/The Hangar)	04/26/2014 07:30 AM - 07:30 PM	5.00 EA	19.50 HR	1,170.00
Security Attendant - Event Day (Bldgs 10/12/14/16/The Hangar)	04/27/2014 07:30 AM - 12:00 AM	5.00 EA	19.50 HR	1,608.75
See Exhibit "D" Re: Event / Building Security				
Security Attendant - B&B Arena Gate	04/25/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Security Attendant - B&B Arena Gate	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	19.50 HR	195.00
Security Attendant - B&B Arena Gate	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Security Attendant - Campground Gate	04/25/2014 07:00 AM - 06:00 PM	1.00 EA	19.50 HR	214.50
Security Attendant - Campground Gate	04/26/2014 07:30 AM - 07:00 PM	1.00 EA	19.50 HR	224.25
Security Attendant - Campground Gate	04/27/2014 07:30 AM - 06:00 PM	1.00 EA	19.50 HR	204.75
Security Attendant - Entry Gates	04/25/2014 08:30 AM - 06:30 PM	3.00 EA	19.50 HR	585.00
Security Attendant - Entry Gates	04/26/2014 08:30 AM - 07:30 PM	3.00 EA	19.50 HR	643.50
Security Attendant - Entry Gates	04/27/2014 08:30 AM - 06:30 PM	3.00 EA	19.50 HR	585.00

EXHIBIT A

Event Information

Security Attendant - Escort	04/25/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - Escort	04/26/2014 10:00 AM - 07:00 PM	3.00 EA	19.50 HR	526.50
Security Attendant - Escort	04/27/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - Fish Exhibit	04/23/2014 06:00 PM - 10:00 PM	2.00 EA	19.50 HR	156.00
Security Attendant - Fish Overnight	04/23/2014 10:00 PM - 04/24/2014 07:30 AM	1.00 EA	19.50 HR	185.25
Security Attendant - Fish Overnight	04/24/2014 10:00 PM - 04/25/2014 07:30 AM	1.00 EA	19.50 HR	185.25
Security Attendant - Fish Overnight	04/25/2014 06:00 PM - 04/26/2014 07:30 AM	1.00 EA	19.50 HR	263.25
Security Attendant - Fish Overnight	04/26/2014 07:00 PM - 04/27/2014 08:00 AM	1.00 EA	19.50 HR	253.50
See Exhibit "D" Re: Fish Exhibit Security				
Security Attendant Lead	04/25/2014 07:00 AM - 06:30 PM	1.00 EA	30.00 HR	345.00
Security Attendant Lead	04/26/2014 07:00 AM - 07:30 PM	1.00 EA	30.00 HR	375.00
Security Attendant Lead	04/27/2014 07:00 AM - 06:30 PM	1.00 EA	30.00 HR	345.00
Security Attendant - Overnight	04/23/2014 06:00 PM - 04/24/2014 07:30 AM	1.00 EA	19.50 HR	263.25
Security Attendant - Overnight	04/24/2014 06:00 PM - 04/25/2014 07:30 AM	1.00 EA	19.50 HR	263.25
Security Attendant - Overnight	04/25/2014 06:30 PM - 04/26/2014 08:00 AM	1.00 EA	19.50 HR	263.25
Security Attendant - Overnight	04/26/2014 08:00 PM - 04/27/2014 08:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Rover	04/25/2014 07:30 AM - 06:30 PM	2.00 EA	19.50 HR	429.00
Security Attendant - Rover	04/25/2014 09:30 AM - 06:30 PM	2.00 EA	19.50 HR	351.00
Security Attendant - Rover	04/26/2014 08:00 AM - 07:00 PM	2.00 EA	19.50 HR	429.00
Security Attendant - Rover	04/26/2014 08:00 AM - 08:00 PM	2.00 EA	19.50 HR	468.00
Security Attendant - Rover	04/27/2014 08:00 AM - 06:00 PM	2.00 EA	19.50 HR	390.00
Security Attendant - Rover	04/27/2014 08:00 AM - 09:00 PM	2.00 EA	19.50 HR	507.00
Admissions				
Admissions Gate Lead	04/25/2014 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Admissions Sales Lead	04/25/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Admissions Office	04/25/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Money Room Attendant	04/25/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Ticket Sellers & Takers	04/25/2014 08:30 AM - 06:00 PM	10.00 EA	19.50 HR	1,852.50
Admissions Gate Lead	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Admissions Sales Lead	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Admissions Office	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	19.50 HR	195.00
Money Room Attendant	04/26/2014 09:00 AM - 07:00 PM	1.00 EA	19.50 HR	195.00
Ticket Sellers & Takers	04/26/2014 09:00 AM - 07:00 PM	24.00 EA	19.50 HR	4,680.00
Admissions Gate Lead	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Admissions Sales Lead	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Admissions Office	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Money Room Attendant	04/27/2014 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Ticket Sellers & Takers	04/27/2014 09:00 AM - 05:00 PM	24.00 EA	19.50 HR	3,744.00
Parking				
Set Up				
Parking Attendant Lead	04/23/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	04/23/2014 09:00 AM - 06:00 PM	4.00 EA	19.50 HR	702.00
Parking Attendant	04/23/2014 09:00 AM - 01:00 PM	1.00 EA	19.50 HR	78.00
Parking Attendant Lead	04/24/2014 07:00 AM - 08:00 PM	1.00 EA	30.00 HR	390.00
Parking Attendant	04/24/2014 07:00 AM - 08:00 PM	5.00 EA	19.50 HR	1,267.50
Parking Attendant	04/24/2014 09:00 AM - 01:00 PM	1.00 EA	19.50 HR	78.00
Parking Attendant - VIP Celebrities	04/25/2014 07:00 AM - 06:00 PM	1.00 EA	19.50 HR	214.50
Parking Attendant - VIP Celebrities	04/26/2014 07:00 AM - 07:00 PM	1.00 EA	19.50 HR	234.00
Parking Attendant - VIP Celebrities	04/27/2014 07:00 AM - 06:00 PM	1.00 EA	19.50 HR	214.50
Technology				
(Set Up/ Tear Down)				
Technology Attendant	Estimate 10 Hours	10.00 HR	35.00 HR	350.00
Technology Attendant	Flat Fee (Audio Configuration Fee)	1.00 EA	100.00 EVT	100.00

EXHIBIT A

Event Information

Event Day				
Technology Attendant	Estimate 16 Hours	16.00 HR	35.00HR	560.00
Outside Services				
Costa Mesa Police Department Services	Partial Deposit (2013 Actual \$14,697.00)	12.00 EA	TBD EA/EVT	15,000.00
Davis Lot (<i>Outside Parking</i>)	04/25/2014 - 04/27/2014 Estimate Only	1.00 EVT	250.00EVT	250.00
Lopez Works Contractor	Estimate Only	1.00 EA	5,000.00EVT	5,000.00
Professional Shuttle Services	04/26/2014 Estimate Only	1.00 EA	1,200.00DAY	1,200.00
Professional Shuttle Services	04/27/2014 Estimate Only	1.00 EA	1,000.00DAY	1,000.00
State Fire Marshal	Estimate 1 Hour	1.00 HR	263.00HR	263.00
	(Plan Review and/or Site Inspection)			
			Total:	78,670.50

Summary

Facility Rental Total	* See Facility Rental Agreement	
Estimated Equipment, Reimbursable Personnel and Services Total		\$114,195.50

Grand Total: \$114,195.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/21/2013	\$5,000.00
Second Payment	01/21/2014	\$36,398.50
Third Payment	02/21/2014	\$36,398.50
Fourth Payment	03/21/2014	\$36,398.50
	Total:	\$114,195.50

Payment Total: \$114,195.50

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.

*Facility Rental Fee shall consist of the OCFEC retaining twenty percent (20%) of all Gross Admissions Revenue up to One Hundred Thousand Dollars (\$100,000) and fifteen percent (15%) of all Gross Admissions Revenue over One Hundred Thousand Dollars (\$100,000) for America's Family Pet Expo.

**Action Sports Arena estimate for arena preparation, bleachers and public address system is approximately \$8,000.00. Payment to be deducted from Gross Admissions Revenue.

*** Equestrian Center stall rental to be determined at a later date when number of stalls are determined. Payment to be deducted from Gross Admissions Revenue.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba The OC Fair & Event Center, hereinafter called the Association, and Goldenvoice, 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 **March 20 - 24, 2014**
- 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:

Musink Tattoo Convention & Music Festival

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

\$79,070.50

- 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 reasonable 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. Notwithstanding the provisions of this Paragraph 8. Assignment of this Agreement to a Parent company or a company under common control with Goldenvoice, LLC will be permitted upon submission of satisfactory written evidence of Goldenvoice, LLC's subsidiary status or common ownership of Goldenvoice, LLC and the proposed Assignee.
- 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 material 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.

Goldenvoice, LLC
5750 Wilshire Boulevard, Suite 501
Los Angeles, CA 90036-3638

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

By _____

By _____

Title: Skip Paige, Director of Operations

Title: Doug Lofstrom, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Musink Tattoo Convention & Music Festival
Contact Person: Bill Hardie
Event Dates: 03/21/2014 - 03/23/2014

Contract No: R-008-14
Phone: (714) 925-3327
Hours: Friday: 2:00 PM - 11:00 PM
 Saturday: 12:00 PM - 11:00 PM
 Sunday: 12:00 PM - 10:00 PM

Admission Price: One Day Pass: \$25.00 Three Day Pass: \$50.00 VIP Pass: \$75.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,500 Per Day

Facility and/or Area Fees	Facility Rental Fees Date-Time	Activity	Actual
Thursday			
Costa Mesa Building (#10)	03/20/2014 06:00 AM - 11:30 PM	Move In	1,975.00
Huntington Beach Building (#12)	03/20/2014 06:00 AM - 11:30 PM	Move In	1,475.00
Courtyard	03/20/2014 06:00 AM - 11:30 PM	Move In	275.00
Friday			
Costa Mesa Building (#10)	03/21/2014 02:00 PM - 11:00 PM	Event	3,950.00
Huntington Beach Building (#12)	03/21/2014 02:00 PM - 11:00 PM	Event	2,950.00
Courtyard	03/21/2014 02:00 PM - 11:00 PM	Event	550.00
Saturday			
Costa Mesa Building (#10)	03/22/2014 12:00 PM - 11:00 PM	Event	3,950.00
Huntington Beach Building (#12)	03/22/2014 12:00 PM - 11:00 PM	Event	2,950.00
Courtyard	03/22/2014 12:00 PM - 11:00 PM	Event	550.00
Sunday			
Costa Mesa Building (#10)	03/23/2014 12:00 PM - 10:00 PM	Event	3,950.00
Huntington Beach Building (#12)	03/23/2014 12:00 PM - 10:00 PM	Event	2,950.00
Courtyard	03/23/2014 12:00 PM - 10:00 PM	Event	550.00
Monday			
Costa Mesa Building (#10)	03/24/2014 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/24/2014 06:00 AM - 12:00 PM	Move Out	No Charge
Courtyard	03/24/2014 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - March 24, 2014 to avoid additional charges.

Total: 26,075.00

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet	03/21/2014 - 03/23/2014	1.00 EA	125.00 EA/DAY	375.00
4-Channcl Audio Mixer	03/21/2014 - 03/23/2014	1.00 EA	35.00 EA/DAY	105.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 35	35.00 EA	15.00 EA	525.00
Dumpster	Estimate 120	120.00 EA	18.00 EA	2,160.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate Bldg 10	Estimate Only	3.00 EA	750.00 EA/DAY	2,250.00
Electrical Usage Rate Bldg 12	Estimate Only	3.00 EA	1,000.00 EA/DAY	3,000.00
Electrical Usage Rate Star Trailers	Estimate 3	3.00 EA	125.00 EA/DAY	375.00
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Hang Tag (1 Day)	TBD	TBD EA	4.00 EA	TBD
Hang Tag (3 Days)	Estimate 65	65.00 EA	12.00 EVT	780.00
Man Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Marquee Board (7 Consecutive Days)	03/17/2014 - 03/23/2014	1.00 WK	450.00 WK	450.00
Picnic Table (Rectangular & Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electric Light	Estimate 1	1.00 EA	75.00 EA	75.00
Portable Electronic Message Board	03/21/2014 - 03/23/2014	3.00 EA	75.00 EA/DAY	675.00
Public Address System (2 Buildings)	03/21/2014 - 03/23/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Banners)	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (Buildings)	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EA	300.00
Wireless Router	03/21/2014	2.00 EA	75.00 EA/DAY	150.00
Wireless Router (Oxygen Booth)	TBD	TBD EA	75.00 EA/DAY	TBD

Total: 14,995.00

EXHIBIT A

Event Information

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Reimbursable Personnel Fees				
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Grounds Attendant	Estimate 33 Hours	33.00 HR	19.50 HR	643.50
Janitorial Attendant	Estimate 14 Hours	14.00 HR	19.50 HR	273.00
Electrician	Estimate 10 Hours	10.00 HR	45.00 HR	450.00
Event Days				
Event Hours: 2:00 PM - 11:00 PM				
Grounds Attendant Lead	03/21/2014 01:00 PM - 03/22/2014 01:00 AM	1.00 EA	30.00 HR	360.00
Grounds Attendant	03/21/2014 01:00 PM - 03/22/2014 01:00 AM	3.00 EA	19.50 HR	702.00
Janitorial Attendant	03/21/2014 01:00 PM - 12:00 AM	9.00 EA	19.50 HR	1,930.50
Electrician	03/21/2014 03:30 PM - 11:00 PM	1.00 EA	45.00 HR	337.50
Event Hours: 12:00 PM - 11:00 PM				
Grounds Attendant Lead	03/22/2014 11:00 AM - 03/23/2014 01:00 AM	1.00 EA	30.00 HR	420.00
Grounds Attendant	03/22/2014 11:00 AM - 03/23/2014 01:00 AM	3.00 EA	19.50 HR	819.00
Janitorial Attendant	03/22/2014 11:00 AM - 12:00 AM	9.00 EA	19.50 HR	2,281.50
Electrician	03/22/2014 03:30 PM - 11:00 PM	1.00 EA	45.00 HR	337.50
Event Hours: 12:00 PM - 10:00 PM				
Grounds Attendant Lead	03/23/2014 11:00 AM - 10:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	03/23/2014 11:00 AM - 10:00 PM	3.00 EA	19.50 HR	643.50
Grounds Attendant	03/23/2014 10:30 PM - 03/24/2014 02:00 AM	2.00 EA	19.50 HR	136.50
Janitorial Attendant	03/23/2014 11:00 AM - 10:00 PM	9.00 EA	19.50 HR	1,930.50
Electrician	03/23/2014 03:30 PM - 10:00 PM	1.00 EA	45.00 HR	292.50
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 33 Hours	33.00 HR	19.50 HR	643.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00
Event Sales & Services				
Event Coordinator	03/21/2014 01:00 PM - 11:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	03/22/2014 11:00 AM - 11:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	03/23/2014 11:00 AM - 10:00 PM	1.00 EA	40.00 HR	440.00
Guest Relations				
Security Attendant*	03/21/2014 01:00 PM - 11:30 PM	2.00 EA	19.50 HR	409.50
Security Attendant*	03/22/2014 11:00 AM - 11:30 PM	2.00 EA	19.50 HR	487.50
Security Attendant*	03/23/2014 11:00 AM - 10:30 PM	2.00 EA	19.50 HR	448.50
* Two (2) Outside Security Attendants				
Parking				
Set Up				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 32 Hours	32.00 HR	19.50 HR	624.00
Technology				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
Technology Attendant	03/21/2014 01:00 PM - 10:00 PM	1.00 EA	35.00 HR	315.00
Outside Services				
Event Medical Services	03/21/2014 01:00 PM - 11:30 PM (Estimate Only)	2.00 EA	19.50 HR	409.50
Event Medical Services	03/22/2014 11:00 AM - 11:30 PM (Estimate Only)	2.00 EA	19.50 HR	487.50
Event Medical Services	03/23/2014 11:00 AM - 11:00 PM (Estimate Only)	2.00 EA	19.50 HR	468.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,950.00 EVT	1,950.00
Estimate Only				
Orange County Sheriff Services	03/21/2014 01:00 PM - 12:00 AM	6.00 EA	5,962.50 DAY	5,962.50
Orange County Sheriff Services	03/22/2014 11:00 AM - 12:00 AM	2.00 EA	1,987.50 DAY	1,987.50
Orange County Sheriff Services	03/22/2014 05:30 PM - 12:00 AM	4.00 EA	3,975.00 DAY	3,975.00
Orange County Sheriff Services	03/23/2014 11:00 AM - 11:00 PM	2.00 EA	1,987.50 DAY	1,987.50
Orange County Sheriff Services	03/23/2014 05:30 PM - 11:00 PM	2.00 EA	1,987.50 DAY	1,987.50

EXHIBIT A

Event Information

Sound Engineer	03/21/2014 01:00 PM - 11:00 PM	TBD EA	750.00 DAY	TBD
Sound Engineer	03/22/2014 11:00 AM - 11:00 PM	TBD EA	750.00 DAY	TBD
Sound Engineer	03/23/2014 11:00 AM - 10:00 PM	TBD EA	750.00 DAY	TBD

Sound Engineer not required if all music is inside buildings.

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00	
				Total:	37,000.50

Summary

Facility Rental Total	\$26,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$51,995.50
Refundable Deposit	\$1,000.00

Grand Total: \$79,070.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/06/2013	1,000.00
Second Payment	12/20/2013	26,023.50
Third Payment	01/21/2014	26,023.50
Fourth Payment	02/20/2014	26,023.50

Total: \$79,070.50

Payment Total: \$79,070.50

Please Remit Payment in *Check Only*

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

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

OVATIONS:

*** Ovations will raise the price of alcohol beverages by \$1.00 for wine, cocktails, small beers/24oz bottled beer, and increase large draft beer by \$2.00. Ovations will pay the applicable increase on alcohol beverage sales to OCFEC. Golden Voice, LLC will receive the applicable \$1.00 or \$2.00 rebate per number of units of alcohol beverages sold, less CA Sales Tax.

TOBACCO SPONSORSHIP, SALES AND SAMPLING:

Sponsorship, selling of cigarettes and sampling of cigarettes is permitted subject to applicable law.

Should complaints arise due to the sales of or distribution to minors, the operation will be required to cease and close during the event.

No smoking allowed in the buildings, Courtyard and Santa Ana Pavilion (POP Breezeway).

No smoking allowed within 20 feet of any State building.

Skip Paige, Director of Operations

Doug Lofstrom, Chief Executive Officer

Juan Quintero, General Manager, Ovations

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Sunset Promotional Services, Inc.** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 4 - 6, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Marine Aquarium Expo

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

\$15,201.00

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

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

Sunset Promotional Services, Inc
8072 Central Avenue
Garden Grove, CA 92844

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

By _____

By _____

Title: Kevin Adams, President/CEO

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Marine Aquarium Expo
 Contact Person: Kevin Adams
 Event Dates: 04/05/2014 - 04/06/2014

Contract No: R-012-14
 Phone: (714) 530-1094
 Hours: Saturday: 10:00 AM - 6:00 PM
 Sunday: 11:00 AM - 5:00 PM

Admission Price: Adult: \$15.00 Senior & Military with I.D.: \$10.00
 Child: 12 & Under Free High School Student with I.D.: \$5.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,500

Facility and/or Area Fees

Facility Rental Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday The Hangar	04/04/2014 06:00 AM - 11:30 PM Move In	1,575.00
Saturday The Hangar	04/05/2014 10:00 AM - 06:00 PM Event	3,150.00
Sunday The Hangar	04/06/2014 11:00 AM - 05:00 PM Event	3,150.00

-Move out must be completed by 11:59 PM on Sunday - April 6, 2014 due to S.E.L.I. coverage expiration. Total: 7,875.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Bench (Metal)	TBD	1.00 EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Portable Electronic Message Board	04/05/2014 - 04/06/2014	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (Building)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Total: 2,370.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day				
Grounds Attendant Lead	04/05/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	04/05/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	04/05/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	04/06/2014 10:00 AM - 05:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	04/06/2014 10:00 AM - 05:00 PM	2.00 EA	19.50 HR	273.00
Janitorial Attendant	04/06/2014 10:00 AM - 05:00 PM	2.00 EA	19.50 HR	273.00

Clean Up

Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00

Event Sales & Services

Event Coordinator	04/05/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	04/06/2014 10:00 AM - 05:00 PM	1.00 EA	40.00 HR	280.00

Parking

Parking Attendant Lead	04/04/2014 11:00 AM - 06:00 PM	1.00 EA	30.00 HR	210.00
Parking Attendant	04/04/2014 11:00 AM - 06:00 PM	2.00 EA	19.50 HR	273.00

EXHIBIT A

Event Information

Outside Services

State Fire Marshal

(Plan Review and/or On-Site Inspection)

1.00 EA 263.00HR 263.00

Insurance

S.E.L.I. Insurance

04/05/2014 - 04/06/2014

2.00 DAY 145.00EA/DAY 290.00

(Includes coverage for move-in/move-out period listed on rental agreement)

Total: 3,956.00

Summary

Facility Rental Total

\$7,875.00

Estimated Equipment, Reimbursable Personnel and Services Total

\$6,326.00

Refundable Deposit

\$1,000.00

Grand Total: \$15,201.00

Payment Schedule

Payment Schedule

First Payment

Date

12/04/2013

Amount

\$1,000.00

Second Payment

01/06/2014

\$4,734.00

Third Payment

02/06/2014

\$4,734.00

Fourth Payment

03/06/2014

\$4,733.00

Total: \$15,201.00

Payment Total: \$15,201.00

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.

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 10 - 13, 2014**
- 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 Throwdown

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

\$38,191.25

- 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.

**Darren McGuire dba OC Throwdown
1677 Superior Ave. Unit H
Costa Mesa, CA 92627**

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

By _____

By _____

Title: Darren McGuire, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: OC Throw Down
 Contact Person: Darren McGuire
 Event Dates: 01/11/2014 - 01/12/2014

Contract No: R-018-14
 Phone: (323) 595-2014
 Hours: Saturday: 7:00 AM - 5:00 PM
 Sunday: 9:00 AM - 5:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility and/or Area Fees

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
¼ Main Mall	01/10/2014 08:00 AM - 08:00 PM	Move In	506.25
Anaheim Building (#16)	01/10/2014 08:00 AM - 08:00 PM	Move In	925.00
The Hangar	01/10/2014 08:00 AM - 08:00 PM	Move In	1,575.00
Saturday			
¼ Main Mall	01/11/2014 07:00 AM - 05:00 PM	Event	1,012.50
Anaheim Building (#16)	01/11/2014 07:00 AM - 05:00 PM	Event	1,850.00
OC Promenade (The Span)	01/11/2014 07:00 AM - 05:00 PM	Event	925.00
The Hangar	01/11/2014 07:00 AM - 05:00 PM	Event	3,150.00
Sunday			
¼ Main Mall	01/12/2014 09:00 AM - 05:00 PM	Event	1,012.50
Anaheim Building (#16)	01/12/2014 09:00 AM - 05:00 PM	Event	1,850.00
OC Promenade (The Span)	01/12/2014 09:00 AM - 05:00 PM	Event	925.00
The Hangar	01/12/2014 09:00 AM - 05:00 PM	Event	3,150.00
Monday			
¼ Main Mall	01/13/2014 08:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	01/13/2014 08:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	01/13/2014 08:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	01/13/2014 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - January 13, 2014 to avoid additional charges.

Total: 16,881.25

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet	01/11/2014 - 01/12/2014	1.00 EA	175.00 EA/DAY	350.00
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 40	40.00 EA	18.00 EA	720.00
Electrical Splitter Box	Estimate 9	9.00 EA	55.00 EA	495.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	Estimate 5	5.00 HR	75.00 HR	375.00
Hang Tag - 2 Days	TBD	TBD EA	8.00 EA	TBD
Man Lift (Banners)	Estimate 5	5.00 EA	75.00 HR	375.00
Marquee Board	01/06/2014 - 01/12/2014	1.00 EA	450.00 WK	450.00
Portable Electronic Message Board	01/11/2014 - 01/12/2014	2.00 EA	75.00 EA/DAY	300.00
Projector and Screen	01/11/2014 - 01/12/2014	1.00 EA	3,300.00 EA/DAY	6,600.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth	Estimate 5	5.00 EA	100.00 EA	500.00
Wireless Router	Estimate 3	3.00 EA	75.00 EA	225.00

Total: 12,090.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 22 Hours	22.00 HR	19.50 HR	429.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

EXHIBIT A

Event Information

Event Day	Run Starts: 7:00 AM			
Grounds Attendant Lead	01/11/2014 06:00 AM - 05:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	01/11/2014 06:00 AM - 05:00 PM	2.00 EA	19.50 HR	429.00
Janitorial Attendant	01/11/2014 06:00 AM - 05:00 PM	4.00 EA	19.50 HR	858.00
Grounds Attendant Lead	01/12/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	01/12/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	01/12/2014 08:00 AM - 05:00 PM	4.00 EA	19.50 HR	702.00

Clean Up

Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 24 Hours	24.00 HR	19.50 HR	468.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00

Event Sales & Services

Event Coordinator	01/11/2014 06:00 AM - 05:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	01/12/2014 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00

Parking

Set Up

Parking Attendant Lead	01/10/2014 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	01/10/2014 Estimate 16 Hours	16.00 HR	19.50 HR	312.00

Technology

Technology Attendant	Estimate 2 Hours	2.00 HR	35.00 HR	70.00
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Outside Services

Emergency Medical Services	01/11/2014 07:00 AM - 05:00 PM	2.00 EA	19.50 HR	390.00
Emergency Medical Services	01/12/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	615.00 EVT	615.00

Total: 7,220.00

Summary

Facility Rental Total	\$16,881.25
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,310.00
Refundable Deposit	\$2,000.00

Grand Total: \$38,191.25

Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
Second Payment	12/20/2014	\$19,096.00
	01/03/2014	\$19,095.25

Total: \$38,191.25

Payment Total: \$38,191.25

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

BANNERS:

All banner locations must be approved by OCFEC.

MAIN MALL:

All food vendors must cover booth location with cardboard and a tarp to avoid damage to bricks and concrete. Failure to comply will result in additional cleaning fees.

HEALTH DEPARTMENT:

OC Throwdown has agreed to be the Health Department coordinator for all of the vendors at their 2014 OC Throwdown event.

OVATIONS:

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

Title: Darren McGuire, Promoter

Title: Sharon Augenstein, Chief Financial Officer

Title: Juan Quintero, Ovations General Manager

DRAFT

REVIEWED _____

DATE December 10, 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 **Sugar Plum Festivals** hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **June 03 - 08, 2014**
- 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:

Sugar Plum Arts & Crafts Festivals

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

\$21,465.75

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees 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.

**Sugar Plum Festivals
2005 Palo Verde Avenue, Suite 318
Long Beach, CA 90815**

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

By _____

By _____

Title: Camilla Richter, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A - June

Event Information

Event Name: Sugar Plum Arts & Crafts Festivals
 Contact Person: Camilla Richter
 Event Dates: 06/06/2014 - 06/07/2014

Contract No: R-020-14
 Phone: (562) 598-0857
 Hours: Friday: 10:00 AM - 8:00 PM
 Saturday: 09:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility and/or Area Fees

Facility Rental Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday Costa Mesa Building (#10)	06/03/2014 03:00 PM - 10:00 PM Move In	987.50
Wednesday Costa Mesa Building (#10)	06/04/2014 08:00 AM - 10:00 PM Move In	1,975.00
Thursday Costa Mesa Building (#10)	06/05/2014 08:00 AM - 10:00 PM Move In	1,975.00
Friday Costa Mesa Building (#10)	06/06/2014 10:00 AM - 08:00 PM Event	3,950.00
Saturday Costa Mesa Building (#10)	06/07/2014 09:00 AM - 05:00 PM Event	3,950.00
Sunday Costa Mesa Building (#10)	06/08/2014 06:00 AM - 12:00 PM Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - June 08, 2014 to avoid additional charges.

Total: 12,837.50

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet	06/06/2014 - 06/07/2014	1.00 EA	50.00 EA/DAY	100.00
Audio Mixer	TBD	TBD EA	35.00 EA	TBD
Barricade	Estimate 6	6.00 EA	15.00 EA	90.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Hang Tag - 2 Days	Estimate 120	120.00 EA	8.00 EA	960.00
Portable Electronic Message Board	06/06/2014 - 06/07/2014	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building; Microphone and Stand Included)	06/06/2014 - 06/07/2014	1.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				2,819.00

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 3.5 Hours	3.50 HR	19.50 HR	68.25
Event Day				
Grounds Attendant Lead	06/06/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	06/06/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	06/06/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	06/07/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	06/07/2014 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Janitorial Attendant	06/07/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

Event Sales & Services

Event Coordinator	06/06/2014 09:00 AM - 08:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	06/07/2014 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00

EXHIBIT A - June

Event Information

Parking

Parking Attendant Lead	06/05/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	06/05/2014 09:00 AM - 07:00 PM	2.00 EA	19.50 HR	390.00

Technology

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

S.E.L.I. Insurance	06/06/2014 - 06/07/2014	2.00 DAY	205.00 DAY	410.00
<i>(Includes coverage for move-in/move-out period listed on Rental Agreement)</i>				

Total: 4,309.25

Summary

Facility Rental Total	\$12,837.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,128.25
Refundable Deposit	\$1,500.00

Grand Total: \$21,465.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/03/2014	\$1,000.00
Second Payment	03/03/2014	\$6,822.00
Third Payment	04/03/2014	\$6,822.00
Fourth Payment	05/02/2014	\$6,821.75

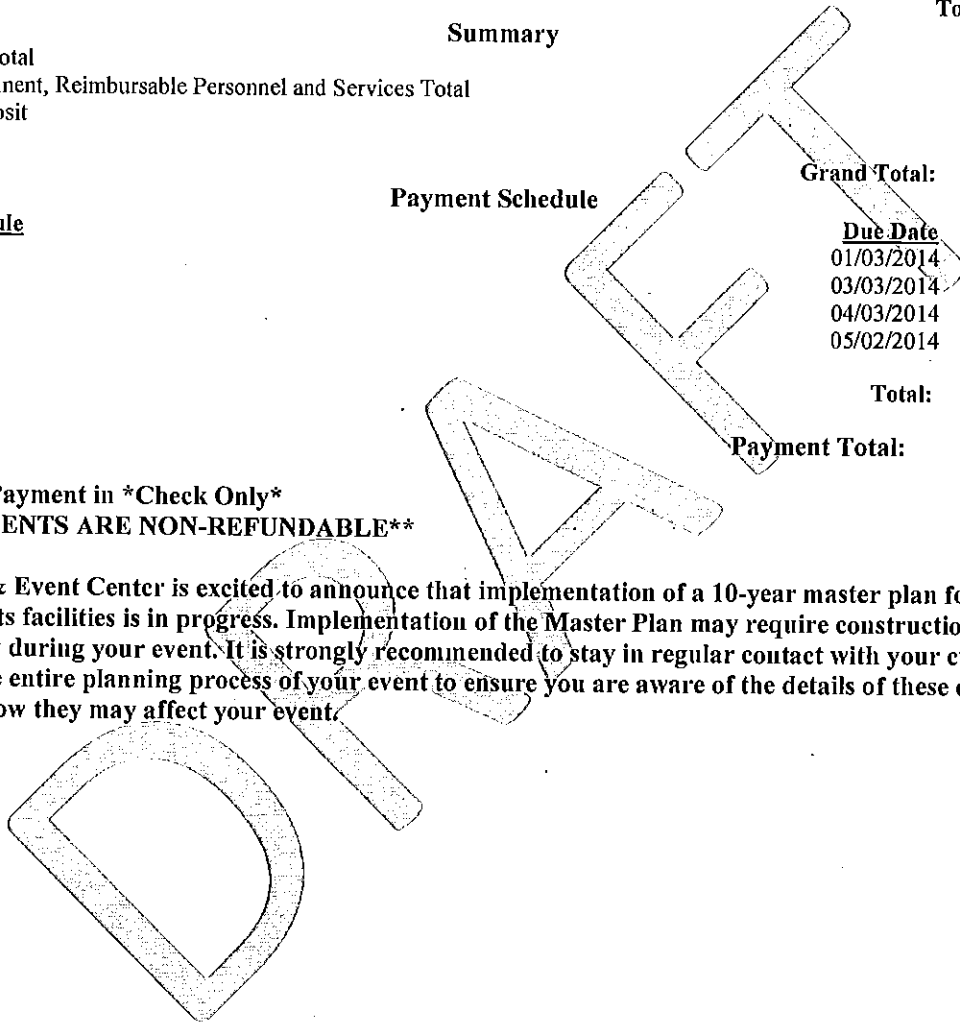
Total: \$21,465.75

Payment Total: \$21,465.75

Please Remit Payment in *Check Only*

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

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



REVIEWED _____

DATE December 10, 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 The Expo Pros hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 17 - 18, 2014**
- 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:

California Baby & Kidz Expo

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

\$8,176.50

- 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.

**The Expo Pros
11479 South Pine Drive
Parker, CO 80134**

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

By _____

By _____

Title: Shael Buchen, Show Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: California Baby & Kidz Expo
 Contact Person: Shael Buchen
 Event Date: 01/18/2014

Contract No: R-027-14 REVISED
 Phone: (720) 934-4455
 Hours: 10:00 AM - 5:00 PM

Admission Price: Adult: \$10.00 (\$2.00 Web Discount) Senior: \$5.00 (65+) Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility and/or Area Fees

Facility Rental Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday Huntington Beach Building (#12)	01/17/2014 07:00 AM - 7:00 PM Move In	1,475.00
Saturday Huntington Beach Building (#12)	01/18/2014 10:00 AM - 05:00 PM Event	2,950.00

-Move out must be completed by 11:59 AM on Sunday - January 19, 2014 to avoid additional charges. Total: 4,425.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Portable Electronic Message Board	01/18/2014	1.00 EA	75.00 EA/DAY	75.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Scissor Lift	TBD (Based on Electrical Layout)	TBD HR	75.00 HR	TBD
Total:				879.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day				
Grounds Attendant Lead	01/18/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/18/2014 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	01/18/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Parking				
Vendor Set Up: 4:00 PM - 7:00 PM				
Parking Attendant Lead	01/17/2014 02:00 PM - 07:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	01/17/2014 02:00 PM - 07:30 PM	2.00 EA	19.50 HR	214.50
Outside Services				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	263.00 EVT	263.00
Total:				1,872.50

Summary

Facility Rental Total	\$4,425.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,751.50
Refundable Deposit	\$1,000.00

Grand Total: \$8,176.50

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID - 08/28/2013	\$1,000.00
Second Payment	11/18/2013	\$3,588.25
Third Payment	12/17/2013	\$3,588.25
	Total:	\$8,176.50
	Payment Total:	\$8,176.50

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.

DRAFT

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Angela Snyder 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, 2014**
- 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:

Angela Snyder Wedding & Reception

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

\$4,132.50

- 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.

Angela Snyder
4553 Albury Avenue
Lakewood, CA 90713

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

By _____

By _____

Title: Angela Snyder, Bride

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Angela Snyder Wedding & Reception
 Contact Person: Angela Snyder
 Event Date: 10/11/2014

Contract No: R-041-14
 Phone: (562) 480-9214
 Hours: 6:00 PM - 12:00 Midnight

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Millennium Barn (Reception)	10/10/2014 04:00 PM - 10:30 PM	Move In	No Charge
Grass Area (Wedding)	10/10/2014 04:00 PM - 10:30 PM	Move In	No Charge
<i>-Grass location still to be determined</i>			
Saturday			
Millennium Barn (Reception)	10/11/2014 05:00 PM - 12:00 AM	Event	850.00
Grass Area (Wedding)	10/11/2014 05:00 PM - 12:00 AM	Event	300.00
<i>-Grass location still to be determined</i>			

-Move out must be completed by 12:00 PM on Sunday - October 12, 2014 to avoid additional charges.

Total: 1,150.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift (For Bleachers)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift (For Lighting & Decorations)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Straw Bale (For Outside Use Only)	TBD	TBD EA	5.00 EA	TBD
Sweeper (Buildings)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				893.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day				
Grounds Attendant Lead	10/11/2014 05:00 PM - 12:00 AM	1.00 EA	30.00 HR	210.00
Janitorial Attendant	10/11/2014 05:00 PM - 12:00 AM	2.00 EA	19.50 HR	273.00
Clean Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Event Sales & Services				
Event Coordinator	10/11/2014 05:00 PM - 12:00 AM	1.00 EA	40.00 HR	280.00
Guest Relations				
Security Attendant	10/11/2014 05:00 PM - 12:00 AM	1.00 EA	19.50 HR	136.50
Insurance				
S.E.L.I. Insurance	10/11/2014	1.00 EA	90.00 DAY	90.00

Due to S.E.L.I. coverage expiration, move out must be completed by 12:00 PM on October 12, 2014.

Total: 1,289.50

Summary

Facility Rental Total		\$1,150.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,182.50
Refundable Deposit		\$800.00
Grand Total:		\$4,132.50

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

First Payment - *(Deposit to Hold Date)*
Second Payment
Third Payment
Fourth Payment

<u>Due Date</u>	<u>Amount</u>
12/30/2013	\$500.00
03/10/2014	\$1,211.00
06/10/2014	\$1,211.00
09/10/2014	\$1,210.50
Total:	\$4,132.50

Payment Total: \$4,132.50

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.

Please see Exhibit "D" for more information regarding rental of the Millennium Barn.

ELEPHANT

Proof of insurance is required if an elephant is used in the Wedding. Please see Exhibit "B" for insurance requirements.

RV

RV has been approved to be used on-site as the bridal suite.

OVATIONS/FOOD & BEVERAGE

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

Title: Angela Snyder, Bride

Title: Sharon Augenstein, Chief Financial Officer

Title: Juan Quintero, General Manager, Ovation

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **March 29 - 30, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Sand Sports Super Swap

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

\$4,315.00

- 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.

**Sand Sports Super Show
2824 Columbia Street
Torrance, CA 90503**

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

By _____

By _____

Title: Donald Murphy, Owner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Sand Sports Super Swap
 Contact Person: Donald Murphy
 Event Date: 03/30/2014

Contract No: R-047-14
 Phone: (310) 533-0589
 Hours: 8:00 AM - 3:00 PM

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

Vehicle Parking Fee: \$7.00 General Parking

Attendance: 1,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday Parking Lot I	03/29/2014 06:00 PM - 10:00 PM	Move In	225.00
Sunday Parking Lot I	03/30/2014 08:00 AM - 03:00 PM	Event	1,875.00
-Move out must be completed by 11:59 PM on Sunday - March 30, 2014 to avoid additional charges.			
Total:			2,100.00

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Forklift	TBD	TBD	75.00 HR	TBD
Portable Electronic Message Board	03/30/2014	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				354.00

Sand Sports Super Swap will use generators. No electrical needed for this event.

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Reimbursable Personnel Fees				
Event Operations Set Up Electrician	TBD	TBD HR	45.00 HR	TBD
Event Day Grounds Attendant Lead	03/30/2014 07:00 AM - 03:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	03/30/2014 07:00 AM - 03:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	03/30/2014 07:00 AM - 03:00 PM	2.00 EA	19.50 HR	312.00
Clean Up Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Event Sales & Services Event Coordinator	03/30/2014 07:00 AM - 03:00 PM	1.00 EA	40.00 HR	320.00
Parking Parking Attendant (Set Up and Tear Down of directional signage and Portable Electronic Message Board)	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Total:				1,361.00

Summary

Facility Rental Total	\$2,100.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,715.00
Refundable Deposit	\$500.00
Grand Total:	\$4,315.00

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

<u>Due Date</u>	<u>Amount</u>
01/29/2014	2,157.50
02/28/2014	2,157.50

Total: \$4,315.00

Payment Total: \$4,315.00

Please Remit Payment in *Check Only*

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

The OC Fair & Event Center is excited to announce that it has adopted and started the implementation of a 10-year master plan for the fairgrounds property and its facilities. 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.

DRAFT

REVIEWED _____

DATE December 10, 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 Tex*us Guitar Shows, Inc. hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 22 - 25, 2014**
- 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:

CA World Guitar Show

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

\$14,772.00

- 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.

Tex*us Guitar Shows, Inc.
P.O. Box 999
Sperry, OK 74073

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

By _____

By _____

Title: Larry Briggs, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: CA World Guitar Show
 Contact Person: Larry Briggs
 Event Dates: 08/23/2014 - 08/24/2014

Contract No: R-049-14
 Phone: (918) 288-2222
 Hours: Saturday: 10:00 AM - 05:00 PM
 Sunday: 10:00 AM - 04:00 PM

Admission Price: Adult: \$20.00 Child: 12 & Under Free

Vehicle Parking Fees: \$7.00 General Parking

Projected Attendance: 2,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building (#12)	08/22/2014 06:00 AM - 10:00 PM	Move In	1,475.00
Saturday			
Huntington Beach Building (#12)	08/23/2014 10:00 AM - 05:00 PM	Event	2,950.00
Sunday			
Huntington Beach Building (#12)	08/24/2014 10:00 AM - 04:00 PM	Event	2,950.00
Monday			
Huntington Beach Building (#12)	08/25/2014 06:00 AM - 12:00 PM	Move Out	No Charge
- Move out must be completed by 12:00 Noon on Monday - August 25, 2014 due to S.E.L.I. coverage expiration.			Total:
			7,375.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Marquee Board (7 Consecutive Days)	08/18/2014 - 08/24/2014	1.00 EA	450.00 WK	450.00
Portable Electronic Message Board	08/23/2014 - 08/24/2014	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	08/23/2014 - 08/24/2014	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				2,087.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day				
Ground Attendant Lead	08/23/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/23/2014 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	08/23/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Ground Attendant Lead	08/24/2014 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	08/24/2014 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
Janitorial Attendant	08/24/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Sales & Services				
Event Coordinator	08/23/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	08/24/2014 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

Guest Relations

Overnight

Security Attendant	08/22/2014 05:00 PM - 08/23/2014 10:00 AM	1.00 EA	19.50 HR	331.50
Security Attendant	08/23/2014 05:00 PM - 08/24/2014 09:00 AM	1.00 EA	19.50 HR	312.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50HR	312.00

Technology

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

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 EA	263.00HR	263.00
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Insurance

S.E.L.I. Insurance	08/23/2014 - 08/24/2014	2.00 DAY	205.00DAY	410.00
<i>(Includes coverage for Move-in/Move-out period listed on Rental Agreement)</i>				

Total: 4,310.00

Summary

Facility Rental Total		\$7,375.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$6,397.00
Refundable Deposit		\$1,000.00

Grand Total: \$14,772.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/21/2014	1,000.00
Second Payment	05/22/2014	4,591.00
Third Payment	06/23/2014	4,591.00
Fourth Payment	07/22/2014	4,590.00

Total: \$14,772.00

Payment Total: \$14,772.00

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.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Lisa Nguyen 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 **October 04 - 05, 2014**
- 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:

Lisa and Wayne's Wedding

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

\$4,294.25

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

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

Lisa Nguyen
13101 Sunnybrook Circle #203
Garden Grove, CA 92844

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

By _____

By _____

Title: Lisa Nguyen, Bride

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Lisa and Wayne's Wedding
 Contact Person: Lisa Nguyen
 Event Date: 10/04/2014

Contract No: R-050-14
 Phone: (714) 383-5766
 Hours: 4:30 PM - 11:00 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 130

Facility and/or Area Fees

Facility Rental Fees

Date-Time	Activity	Actual
Saturday Millennium Barn 10/04/2014 04:30 PM - 11:00 PM	Event	850.00
Sunday Millennium Barn 10/05/2014 06:00 AM - 09:00 AM	Move Out	No Charge

Total: 850.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift (For Bleachers)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift (For Lighting & Decorations)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Straw Bale	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

Total: 953.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day				
Grounds Attendant Lead	10/04/2014 03:30 PM - 11:00 PM	1.00 EA	30.00 HR	225.00
Janitorial Attendant	10/04/2014 03:30 PM - 11:00 PM	2.00 EA	19.50 HR	292.50
Clean Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Sales & Services				
Event Coordinator	10/04/2014 03:30 PM - 11:00 AM	1.00 EA	40.00 HR	300.00
Guest Relations				
Security Attendant	10/04/2014 04:00 PM - 11:30 AM	3.00 EA	19.50 HR	438.75

Total: 1,691.25

Summary

Facility Rental Total	\$850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,644.25
Refundable Deposit	\$800.00
Grand Total:	\$4,294.25

Insurance

S.E.L.I. Insurance 10/04/2014 1.00 DAY 90.00 DAY 90.00

Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - October 05, 2014.

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

First Payment - (*Deposit to Hold Date*)
Second Payment
Third Payment
Fourth Payment

<u>Due Date</u>	<u>Amount</u>
01/06/2014	\$800.00
07/03/2014	\$1,164.75
08/04/2014	\$1,164.75
09/04/2014	\$1,164.75

Total: \$4,294.25

Payment Total: \$4,294.25

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.

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

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

Title: Lisa Nguyen, Bride

Title: Sharon Augenstein, Chief Financial Officer

DRAFT

REVIEWED _____

DATE December 12, 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 ES3 hereinafter, called the Rantor

WITNESSETH:

- 1. THAT WHEREAS, The Rantor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 9, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rantor 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:

Vehicle Validation Video

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

\$2,094.00

- 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. Rantor 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 Rantor may be liable under any Workers' Compensation law and Rantor 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 Rantor of the privileges herein granted.
- 8. Rantor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rantor 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 Rantor 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 Rantor 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, Rantor 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.

ES3
17835 Newhope, Suite G
Fountain Valley, CA 92708

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

By _____

By _____

Title: Eric Gage, Vice President of Production

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Vehicle Validation Video
Contact Person: Chris Tallen
Event Date: 01/09/2014

Contract No: R-057-14
Phone: (805) 479-9101
Hours: 09:00 AM - 04:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 10

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday Parking Lot I	01/09/2014 09:00 AM - 04:00 PM	Event	1,650.00
Total:			1,650.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00

Any additional requests for equipment not listed on this agreement will result in additional charges.

Total: 18.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u> Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

Any additional request for personnel not listed on this agreement will result in additional charges.

Total: 156.00

Summary

Facility Rental Total	\$1,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$174.00
Parking Buyout	\$70.00
Refundable Deposit	\$200.00
Grand Total:	\$2,094.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/03/2014	2,094.00
Total:		2,094.00
Payment Total:		2,094.00

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.

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of December 19, 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	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	
California Fair Financing Authority	03213031, Bid	05/17/13	Pac Amp Phase II - Solicitation of Bids	CFFA	\$88,536.00	
California Fair Financing Authority	03213035	09/01/13	Memorial Gardens Building Relocation	CFFA	\$92,682.85	
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$531,540.00	
New						
Revision/Amendment						

New Joint Powers Authority Agreements

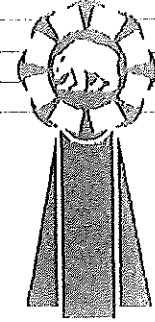
**November 2013
(None)**

Joint Powers Authority

**Invoices Paid in November 2013
(None)**

Joint Powers Authority

**Invoices Paid November 2013
CFFA Contractors
Paid Directly from OCFEC**



CALIFORNIA
FAIR FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 73597
Dated: 11/13/2013



Payment Authorization

Date: 10/25/2013 Amount: \$1,475.00

Vendor Name: Alpha Scientific

Invoice No.: CF310010

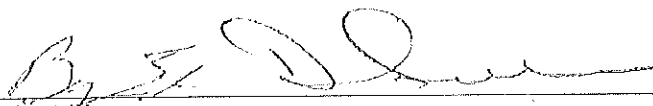
Invoice Date: 10/21/2013

Project No.: 03213031

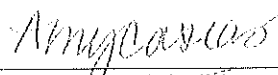
Project Name: OC Pac Amp Phase II

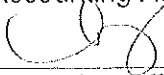
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Alpha Scientific Corporation
Environmental Laboratories



INVOICE
(No. CF310010)

Client: California Fair Service Authority
Address: 1776 Tribute Road, Suite 100
Sacramento, CA 95815

Lab Job No.: CF310010
Date Received: 10-03-2013
Date Reported: 10-14-2013
Date of Invoice: 10-21-2013

Attention: Mr. Michael Sellens
Project: PacAmp Phase II
Project Site: Orange County Fair & Event Center
P.O. No.:

Analytical Service for 3 soil samples,

Quantity	Method	Analyses	Unit Price	Extended Price
3	EPA 8015M	TPH-g	25	75.00
3	EPA 8015M	TPH-d & o	30	90.00
3	EPA 8260B	VOCs by GC/MS	80	240.00
3	EPA 8270C	SVOCs by GC/MS	135	405.00
3	EPA 6010B/7471A	CAM Metals	80	240.00
3	EPA 8270-SIM	PAHs	100	300.00
1	EPA 8082	PCBs	55	55.00
1	EPA 8081A	Organochlorine Pesticides	70	70.00
Total Amount:				1,475.00

Note: If EDF is needed, please add 10% for EDF surcharge.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Check #: 73627
Dated: 11/13/2013

Payment Authorization

Date: 10/25/2013

Amount: \$3,045.00

Vendor Name: Willdan Geotechnical

Invoice No.: 02210817

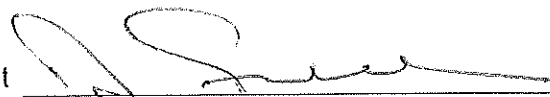
Invoice Date: 10/17/2013

Project No.: 03213031

Project Name: OC Pac Amp Phase II

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



INVOICE

CALIFORNIA FAIR FINANCING AUTHORITY
 1776 TRIBUTE ROAD, SUITE 100
 SACRAMENTO CA 95815
 ATTN: DAVID FREESE

Invoice # : 02210817
 Invoice Date : 10/17/2013
 Project : 102063
 Invoice Group : **
 Client Ref # :

Project Name : CFFA, PAC AM PHASE II

For Professional Services Rendered from 8/26/2013 through 9/27/2013

GEOTECHNICAL AND MATERIAL INSPECTION & TESTING, PACIFIC AMPHITHEATRE PHASE II, ORANGE COUNTY FAIR, COSTA MESA, CA

Time at Hourly Rates	2,857.50
Expenses	187.50
Current Billing Amount	3,045.00
Amount Due This Invoice	3,045.00

Contract Amount	13,300.00
Previously Billed	0.00
Total This Invoice	3,045.00
Billed To Date	3,045.00
Contract Balance	10,255.00

Open Invoice

Number	Date	Amount	Balance
Total Due:			

Aged Balances

1 - 30	31 - 60	61 - 90	Over 90	Unallocated
0.00	0.00	0.00	0.00	0.00

Remit To: Willdan Geotechnical
 2401 E Katella Ave Suite 300
 Anaheim, CA 92806
 Questions? Please call Billing at (714) 940-6300

Project : 102063 -- CFFA, PAC AM PHASE II

Invoice # : 02210817

Phase : 3000 -- GEOTECHNICAL SERVICES

Rate Schedule Labor

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
MATERIAL TESTING OPERATIONS MANAGER	0.50	155.00	77.50
PRINCIPAL ENGINEER	5.00	190.00	950.00
SOILS TECHNICIAN I - (Concrete Sampling)	5.00	90.00	450.00
SR STAFF ENGINEER – (Pile Drilling)	11.50	120.00	1,380.00
Rate Schedule Labor			2,857.50

Unit Pricing Expenses (Rate)

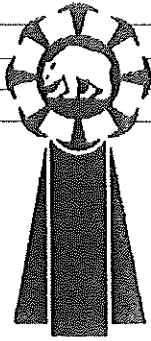
<u>Laboratory and Others</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Field Vehicle Usage	10.50	5.00	52.50
Reports – Test Results	1.00	10.00	10.00
Conc Cylinders 6" x 12"-Compr ASTM	4.00	20.00	80.00
Pick Up and Delivery - Standard	1.00	45.00	45.00
Unit Pricing (Rate)			187.50

Total Phase : 3000 -- GEOTECHNICAL SERVICES

Labor : 2,857.50
Expense : 187.50

Total Project: 102063 -- CFFA, PAC AM PHASE II

3,045.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Check #: 73629
Dated: 11/14/2013

Payment Authorization

Date: 10/25/2013 Amount: \$4,575.00

Vendor Name: Byer Geotechnical

Invoice No.: 40145

Invoice Date: 10/23/2013

Project No.: 03213031

Project Name: OC Pac Amp Phase II

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

October 23, 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 # 40145
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>
October 15, 2013	GM	Observation of Lagging Placement for Piles, Project Geologist	7.50	150/hr	1,125.00
October 16, 2013	RSB	Site Observation, Project Engineer	4.00	150/hr	NO CHARGE
	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	9.00	150/hr	1,350.00
October 17, 2013	HH	Observation of Tieback Stress Testing, Project Geologist	2.00	150/hr	300.00
	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	5.00	150/hr	750.00
October 18, 2013	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	7.00	150/hr	1,050.00

Total from current billing period

34.50

\$4,575.00

Previous balance

\$1,350.00

Total Balance Due

\$5,925.00

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: AWI DATE: 10/15/13 TIME: 07:00am BG# 21695

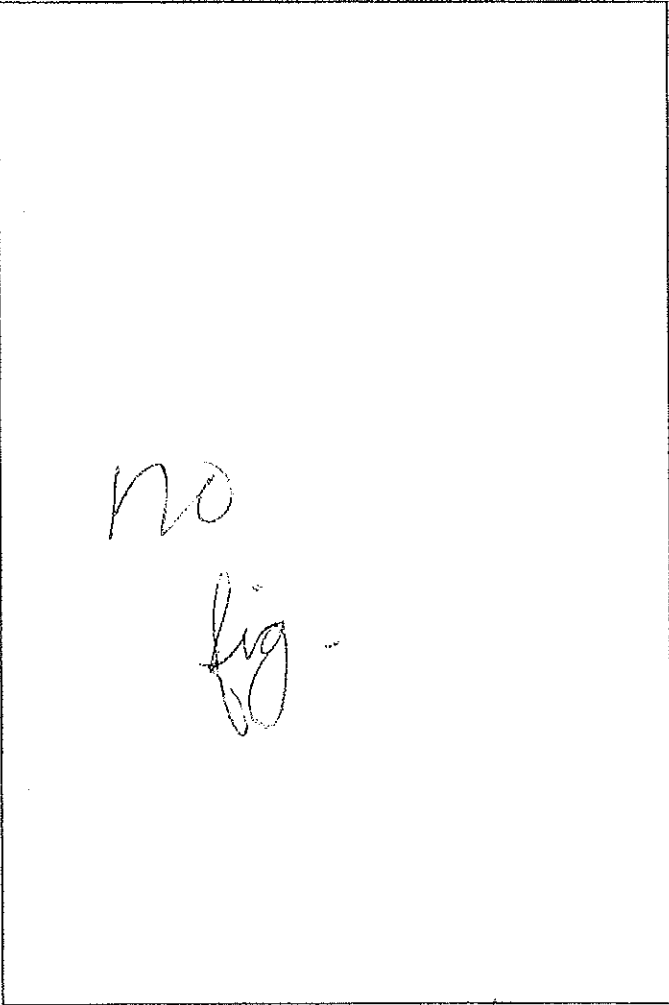
LOCATION: 100 Fair Drive, Costa Mesa Fairgrounds.

REQUESTED BY: Kim MET WITH: Kim

SPECIAL CONDITIONS: Sunny (hot breeze)
(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: lagging placement for the back testing of main piles

APPROVED PER THE PLANS CALL AGENCY INSPECTOR DISAPPROVED SEE BELOW



GENERAL CONDITIONS OF APPROVAL:
Today's work included
the placement of lagging
for piles 23, 24, 3, 4
in low of slurry they
opted to use compacted
fill on the back side
of the lagging. all soil
placed was compacted
and approved. Work will
continue wed. 10/16/13
with testing of the
backs. Nothing follows.

ADDITIONAL SITE VIST(S): REQUIRED NOT REQUIRED
FOR BYER GEOTECHNICAL, INC: gam
HOURS: 7-5hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (AWI trailer)



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/16/17 TIME: 07:00am BG# 21695

LOCATION: 100 Fair Road, Costa Mesa

REQUESTED BY: Kim MET WITH: Kim

SPECIAL CONDITIONS: Sunny (hot, breeze)
(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

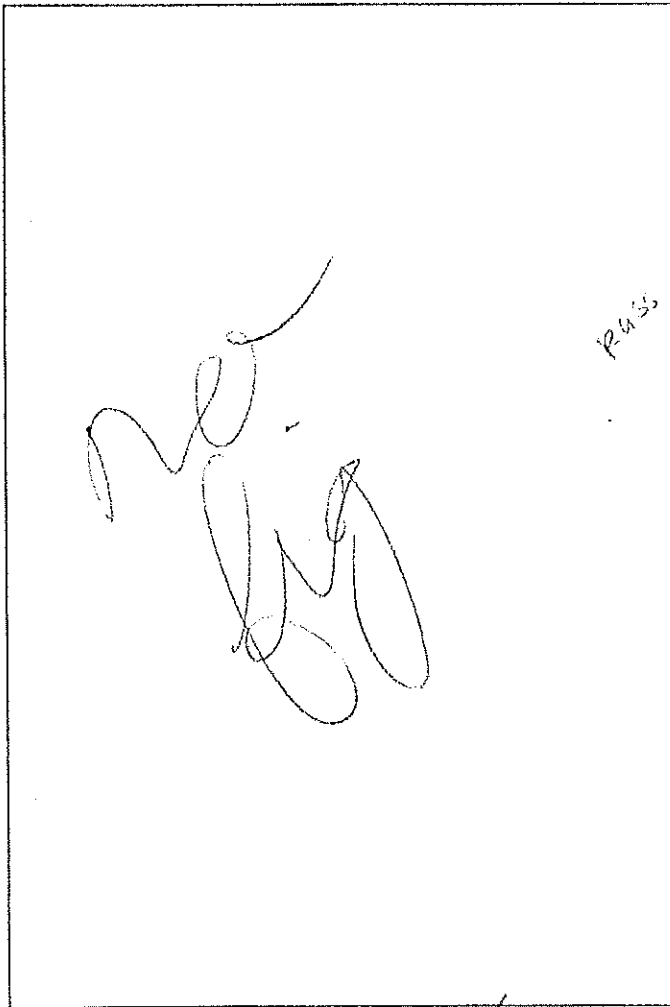
WE HAVE OBSERVED THE: Tie back anchor testing.

APPROVED PER THE PLANS

CALL AGENCY INSPECTOR

DISAPPROVED

SEE BELOW



GENERAL CONDITIONS OF APPROVAL:
 today's work included
 testing of tie backs for
 standard creep and 150% stress
 test. Results follow

	psi	16	max
T.B. 24 Creep test	2650	6.256	0.258
- 24, 150% test	3.000	6.723	0.731
T.B. 23 Creep test	2650	7.410	7.409
150% (10mm test)	3000	8.066	8.077

- tie backs 23, 24 both
 passed creep and 150% (10mm)
 tests

ADDITIONAL SITE VISIT(S): REQUIRED

NOT-REQUIRED

FOR BYER GEOTECHNICAL, INC:

HOURS: 9hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH:



BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: CPPA - ORANGE COUNTY FAIR DATE: 10-17-13 TIME: 1 PM BG# 21695
 LOCATION: 100 FAIR DRIVE - COSTA MESA
 REQUESTED BY: ALAN DAVID MET WITH: ALAN
 SPECIAL CONDITIONS: _____

(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

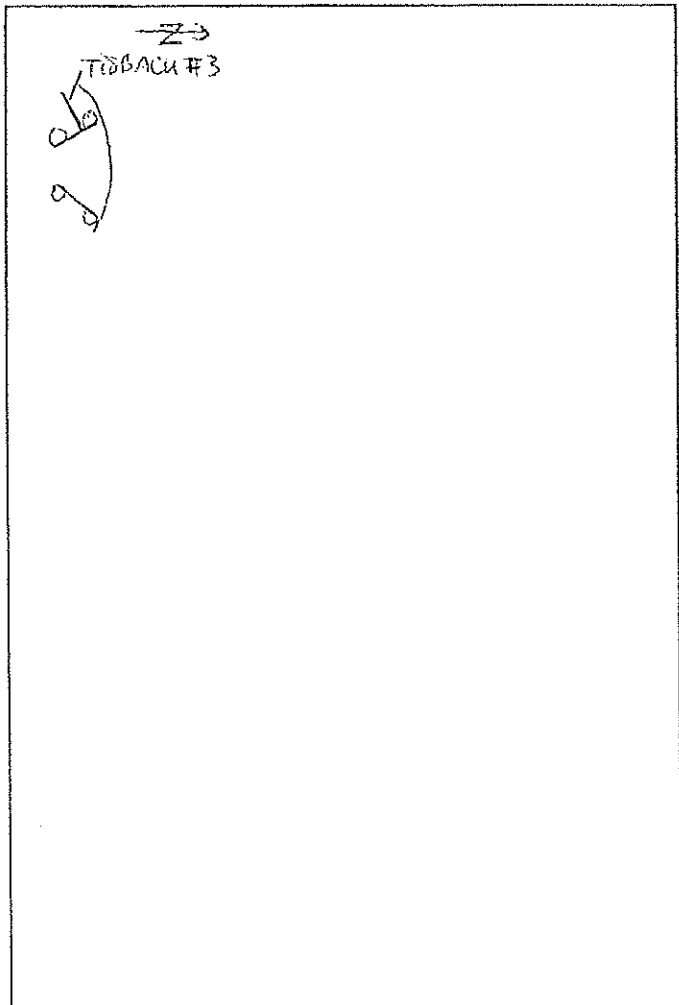
WE HAVE OBSERVED THE: TIEBACK - PILOT TESTING

APPROVED PER THE PLANS

CALL AGENCY INSPECTOR

DISAPPROVED

SEE BELOW



GENERAL CONDITIONS OF APPROVAL:

UNDESIGNED OBSERVATION STRESS TEST
 OF TIEBACK ADJACENT TO PILE #3.
 FROM 100% TO 20% OF DESIGN
 LOAD (TOOK OVER FROM GRABSON).

	LENGTH OF % OF DL TEST	INITIAL LENGTH (IN)	FINAL LENGTH (IN)	MOVEMENT (IN)
AL	10 MIN	0.163	0.193	0.000
25	10 MIN	0.486	0.484	-.002
50	30 MIN	1.166	1.449	-.007
75	30 MIN	1.187	1.790	-.603
100	45 MIN	2.357	2.339	-.022
120	60 MIN	3.036	3.018	-.018
133 - 9 HR TEST - TO BE DONE TOMORROW.				

TIEBACK MOVEMENTS DURING TEST SO
 FAR ARE WITHIN PLAN SPECIFICATIONS.

ADDITIONAL SITE VIST(S):

REQUIRED

NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

PLANS WORK COS 2544

HOURS: 2 (2 HOUR MINIMUM CHARGE)

NOTICE LEFT WITH: ALAN



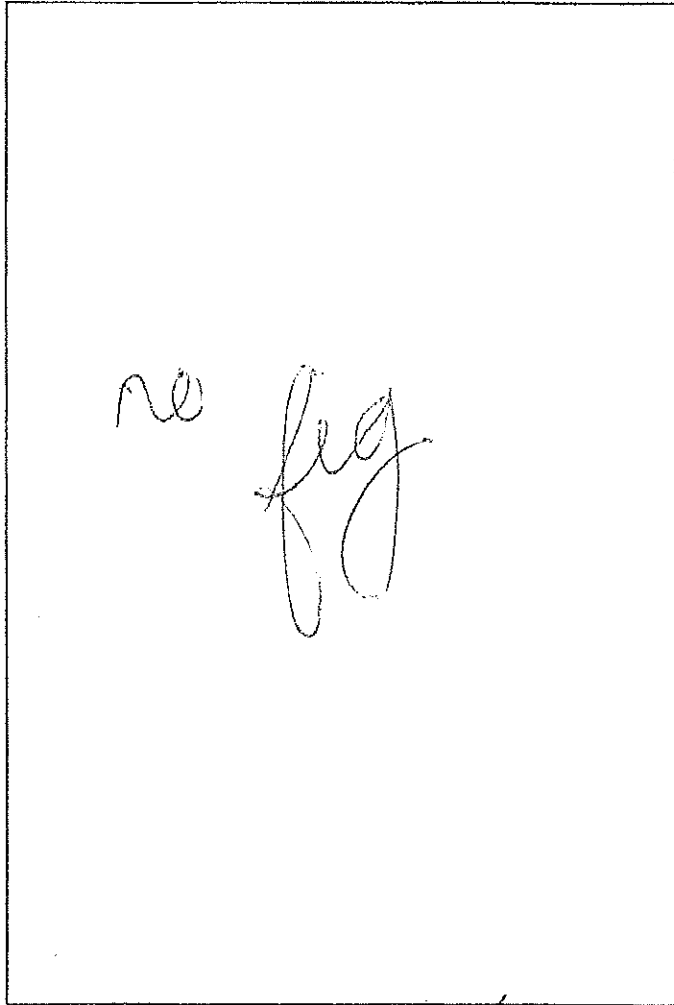
BYER GEOTECHNICAL, INC.

NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/17/13 TIME: 08:00am BG# 21695
 LOCATION: 100 Fair Road, Costa Mesa (Fair Grounds)
 REQUESTED BY: Kim MET WITH: Kim / Dakota Deilling
 SPECIAL CONDITIONS: Sunny (warm-hot, breeze)
 (WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: tie back anchor tests (extended creep test, 150% test)

- APPROVED PER THE PLANS CALL AGENCY INSPECTOR DISAPPROVED SEE BELOW



GENERAL CONDITIONS OF APPROVAL:
today's work included
tie back testing (extended
creep and 150% test) for
t-b number 3 @ 1.00pm took
reading for test and had
trans will take over the
remainder of the test.

ADDITIONAL SITE VIST(S): REQUIRED NOT REQUIRED
 FOR BYER GEOTECHNICAL, INC: Graeme Matevosian - OAM
 HOURS: 5hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (main office)



BYER GEOTECHNICAL, INC.

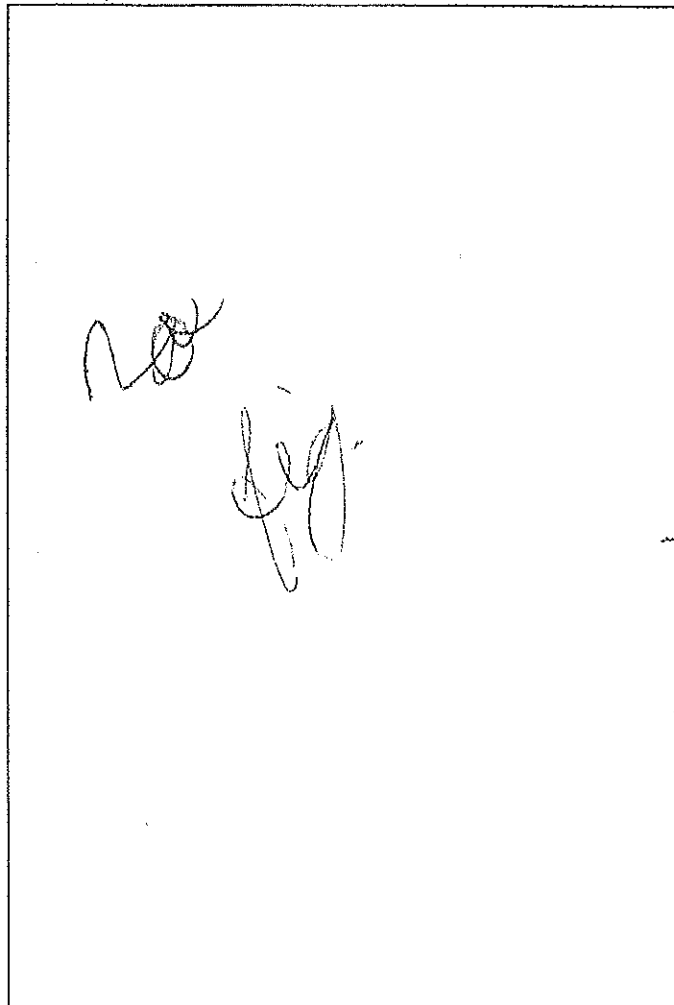
NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/10/13 TIME: 0800am BG# 21696
 LOCATION: 100 Fair Road, Costa Mesa (Fair Ground)
 REQUESTED BY: Kim MET WITH: Kim, Kibota
 SPECIAL CONDITIONS: Sunny (hot here)

(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Tie back testing (extended creep test, performance test)

APPROVED PER THE PLANS CALL AGENCY INSPECTOR DISAPPROVED SEE BELOW



GENERAL CONDITIONS OF APPROVAL:
 Today's testing is a
 extended creep test continued
 from 10/17/13. This test
 results are: ~~fail~~
~~fail~~

T.B	time	in	final	pass/fail
3	300min	3.70in	3.41in	Pass

total movement: 0.29in
 Next test was a performance
 test done on T.B 3 here
 are the results: pass/fail

T.B	time	initial	final	pass/fail
3	10min	2.705	2.697	Pass

* passing movement 0.008in
 next is the 150% test:

T.B	time	initial	final	pass/fail
3	10min	3.404	3.411	Pass

* passing movement 0.04
 All test today were per
 plan and passed showing
 little to no movement.
 nothing follows

ADDITIONAL SITE VIST(S): REQUIRED NOT REQUIRED
 FOR BYER GEOTECHNICAL, INC: Graeson Matevosian: gmm
 HOURS: Two (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (main office)



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 73632
Dated: 11/20/2013

Payment Authorization

Date: 11/12/13

Amount: \$569,577.25

Vendor Name: AWI Builders

Invoice No.: 01

Invoice Date: 10/28/2013

Project No.: 03213031

Project Name: Pac Amp Phase II

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

Ben El
Project Manager

Ben El
Construction Manager

Amy Caserio
Accounting Administrator

[Signature]
Managing Officer or Designee

OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: California Fairs Financing Authority 88 Fair Drive, Costa Mesa CA 92626 AWI BUILDERS, INC. 7831 Paramount Blvd. Pico Rivera CA 90660	PROJECT: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II 100 Fair Drive, Costa Mesa Ca 92626 VIA ARCHITECT:	APPLICATION No. 01 PERIOD TO: 10/20/2013 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 032-13031 JOB NO:	Distribution To: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER
--	---	---	---

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract Continuation Sheet, Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM.....	\$10,348,300.00
2. Net change by Change Order.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$10,348,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$599,555.00
5. RETAINAGE.....	
a. 5% of Completed Work (Colum D + E on G703)	29,977.75
b. % of Stored Material (Colum F on G703)	0
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$29,977.75
6. TOTAL EARNED LESS RETAINAGE.....	\$569,577.25
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$569,577.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$9,778,722.75

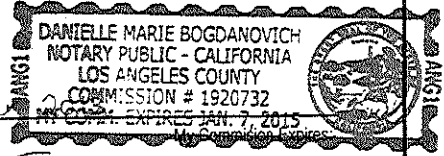
The undersigned Contractor certifies that to the best of this knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amountss have been paid by him for which previous Certificates for Payment were issued and payments received form the Owner, and that current payment shown herein is now due.

Contractor: _____
 By: Robert Mekjshyan - Awl Builders, Inc. Date: 10/28/13

State of: California
 County of: Los Angeles

Suscribed and sworn to before
 me this 28 Day of October

Notary Public: Danielle Marie Bogdanovich January 7, 2015



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the the data comprising this 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 that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \$569,577.25

(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: hmb Date: 10/28/2013

INSPECTOR: _____
 By: [Signature] Date: 11-7-13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this month	\$ -	
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	

[Handwritten Signature]

AWI BUILDERS, INC.
OC FAIR Pacific Amphitheatre & Festival Grounds Phase II
CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT

(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: AWI BUILDERS, INC.
Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY
Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
100 Fair Drive, Costa Mesa CA 92626
Owner: CALIFORNIA FAIRS FINANCING AUTHORITY
88 Fair Drive, Costa Mesa CA 92626
Through Date: 10/20/2013

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CALIFORNIA FAIRS FINANCING AUTHORITY
Amount of Check: \$ 569,577.25
Check Payable to: AWI BUILDERS, INC.

Exceptions

This document does not affect any of the following:

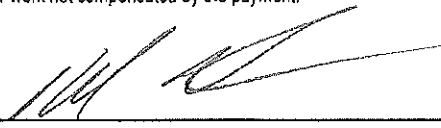
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payments:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 
Claimant's Title: Vice President
Date of Signature: 10/28/13

AWI BUILDERS, INC.
SCHEDULE OF VALUES

OC FAIR Pacific Amphitheater Project # 3213031							PA # 01			
B		C	D		E	F	G	H		I
		WORK COMPLETED								
ITEM	DESCRIPTION	VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE FINISH TO (C - G)	RETAINAGE (5%)	
01000	DIVISION 01 - MOBILIZATION		\$ 794,000.00							
01000- 00	Mobilization	25,000.00		25,000.00		25,000.00	100%	-	1,250.00	
01000- 01	Project superintendent 330 days	259,000.00		25,900.00		25,900.00	10%	233,100.00	1,295.00	
01000- 02	Temp Fencing	45,000.00		13,500.00		13,500.00	30%	31,500.00	675.00	
01000- 03	Temp toilet	15,000.00		1,500.00		1,500.00	10%	13,500.00	75.00	
01000- 04	AWI Office trailer	15,000.00		1,500.00		1,500.00	10%	13,500.00	75.00	
01000- 05	Storage bin	10,000.00		1,000.00		1,000.00	10%	9,000.00	50.00	
01000- 06	install temp power	25,000.00		2,500.00		2,500.00	10%	22,500.00	125.00	
01000- 07	Trash Bin	40,000.00		4,000.00		4,000.00	10%	36,000.00	200.00	
01000- 08	CPM schedule	25,000.00		25,000.00		25,000.00	100%	-	1,250.00	
01000- 09	Bid bond	140,000.00		140,000.00		140,000.00	100%	-	7,000.00	
01000- 10	Liability insurance	50,000.00		16,500.00		16,500.00	33%	33,500.00	825.00	
01000- 11	Field Supply	20,000.00		2,000.00		2,000.00	10%	18,000.00	100.00	
01000- 12	Office Supply's	15,000.00		1,500.00		1,500.00	10%	13,500.00	75.00	
01000- 13	small tools and Supply	15,000.00		1,500.00		1,500.00	10%	13,500.00	75.00	
01000- 14	Janitorial services	15,000.00		1,500.00		1,500.00	10%	13,500.00	75.00	
01000- 15	Trash Bin	20,000.00		2,000.00		2,000.00	10%	18,000.00	100.00	
01000- 16	Survey	50,000.00		12,500.00		12,500.00	25%	37,500.00	625.00	
01000- 17	SWPPP	10,000.00		10,000.00		10,000.00	100%	-	500.00	
02000	DIVISION 02 -		\$ 175,000.00							
024113	Building selective Demolition	150,000.00		112,500.00		112,500.00	75%	37,500.00	5,625.00	
024119	Asbestos Check and Contain	25,000.00		25,000.00		25,000.00	100%	-	1,250.00	
03000	DIVISION 03 - CONCRETE		\$ 1,570,000.00							
031000	Form Work	100,000.00		0.00		-		100,000.00	-	
032000	Concrete reinforcement	180,000.00		0.00		-		180,000.00	-	
032001 A	Pile	150,000.00		45,000.00		45,000.00	30%	105,000.00	2,250.00	
033000	Cast in place concrete	470,000.00		0.00		-		470,000.00	-	
033001 A	Specialty Finish plaza concrete	350,000.00		0.00		-		350,000.00	-	
033500 B	Architectural Concrete	200,000.00		0.00		-		200,000.00	-	
033713 A	Shotcreet	120,000.00		0.00		-		120,000.00	-	
04000	DIVISION 04 - MASONRY		\$ 506,000.00							
042000	Unit Masonry	300,000.00		0.00		-		300,000.00	-	
042011	Masonry Rebar	56,000.00		0.00		-		56,000.00	-	
042011 1	Retaining wall	150,000.00		0.00		-		150,000.00	-	
05000	DIVISION 05 - STEEL		\$ 1,093,000.00							
051200	Structural Steel material	340,000.00		51,000.00		51,000.00	15%	289,000.00	2,550.00	
051200 A	Fabrication	80,000.00		4,000.00		4,000.00	5%	76,000.00	200.00	
051200 B	Installation	180,000.00		0.00		-		180,000.00	-	

AWI BUILDERS, INC.
SCHEDULE OF VALUES

OC FAIR Pacific Amphitheater Project # 3213031							PA # 01					
		B	C	D		E	F	G			H	I
		WORK COMPLETED										
ITEM	DESCRIPTION	VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)			RETAINAGE (5%)	
051213	Architectural Exposed Steel	50,000.00		0.00		-		50,000.00			-	
053000 A	Metal Deck fabrication and material	30,000.00		0.00		-		30,000.00			-	
053000 B	Metal Deck installation	12,000.00		0.00		-		12,000.00			-	
054000	Cold Formed Stud Metal Framing	366,000.00		0.00		-		366,000.00			-	
057100	Ornamental Formed Metal	25,000.00		0.00		-		25,000.00			-	
057132	Column covers	10,000.00		0.00		-		10,000.00			-	
06000	DIVISION 06 - WOOD AND PLASTIC		\$ 74,300.00									
061600	Finish Carpentry	34,000.00		0.00		-		34,000.00			-	
064023	Custom Cabinets	13,300.00		0.00		-		13,300.00			-	
068200	Fiber Reinforced Plastic Panels	27,000.00		0.00		-		27,000.00			-	
07000	DIVISION 07 - THERMAL/MOISTURE PROTECTION		\$ 307,500.00									
071416	Cold-Fluid Applied Waterproofing	37,000.00		0.00		-		37,000.00			-	
071910	Concrete Floor Sealer	5,000.00		0.00		-		5,000.00			-	
072100	Building Insulation	41,000.00		0.00		-		41,000.00			-	
074213	Metal Wall Panels	50,000.00		0.00		-		50,000.00			-	
074213 1	Installation	40,000.00		0.00		-		40,000.00			-	
075423	Thermoplastic Polyolefin TPO Roofing material	60,000.00		0.00		-		60,000.00			-	
075423 1	Installation	47,000.00		0.00		-		47,000.00			-	
076200	Sheet Metal	20,000.00		0.00		-		20,000.00			-	
077200	Roof Accessories	7,500.00		0.00		-		7,500.00			-	
08000	DIVISION 08 - DOORS		\$ 574,500.00									
081113	Steel Doors and Frames	24,000.00		0.00		-		24,000.00			-	
081113 1	Access Doors and Frames	4,000.00		0.00		-		4,000.00			-	
083323	Overhead Coiling Doors	13,000.00		0.00		-		13,000.00			-	
084113	Aluminum Framed Entrances and Storefronts	320,000.00		0.00		-		320,000.00			-	
084233	Revolving Door Entrances	50,000.00		0.00		-		50,000.00			-	
084413	Glazing Curtain Wall	61,000.00		0.00		-		61,000.00			-	
085113	Aluminum Windows	35,000.00		0.00		-		35,000.00			-	
085619	Aluminum pass True Windows	10,000.00		0.00		-		10,000.00			-	
086300	Metal Framed Skylights	50,000.00		0.00		-		50,000.00			-	
087100	Door Hardware	7,500.00		0.00		-		7,500.00			-	
09000	DIVISION 09 - FINISHES		\$ 447,900.00									
092116	Gypsum Board Shaft wall Assemblies	143,500.00		0.00		-		143,500.00			-	
092400	Portland Cement Plaster	95,000.00		0.00		-		95,000.00			-	
092900	Gypsum Board Dens Glass	2,400.00		0.00		-		2,400.00			-	
093000	Ceramic Tile	12,000.00		0.00		-		12,000.00			-	
095113	Acoustical Ceiling	40,000.00		0.00		-		40,000.00			-	

AWI BUILDERS, INC.
SCHEDULE OF VALUES

OC FAIR Pacific Amphitheater Project # 3213031										PA # 01	
	B	C	D			E	F	G	H		I
			WORK COMPLETED								
ITEM	DESCRIPTION	VALUE		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/G)	BALANCE TO FINISH (C - G)	RETAINAGE (%)	
098319	Acoustical Wall Panels	70,000.00			0.00		-		70,000.00	-	
09900	Painting	85,000.00			0.00		-		85,000.00	-	
10000	DIVISION 10 - SPECIALTIES		\$	54,000.00							
101400	Signage	25,000.00			0.00		-		25,000.00	-	
102113	Toilet Components	2,000.00			0.00		-		2,000.00	-	
102800	Toilet And Bath Accessories	12,000.00			0.00		-		12,000.00	-	
107313	Awnings	15,000.00			0.00		-		15,000.00	-	
11000	DIVISION 11 - EQUIPMENT		\$	80,000.00							
110140	Fall Restraint Equipment	80,000.00			0.00		-		80,000.00	-	
21000	DIVISION 21 - MECHANICAL		\$	85,000.00							
21000	Fire Protection	85,000.00			4,250.00		4,250.00	5%	80,750.00	212.50	
22000	DIVISION 22 - PLUMBING		\$	450,000.00							
220500	Plumbing Ruff	200,000.00			10,000.00		10,000.00	5%	190,000.00	500.00	
220500 A	Plumbing fixtures	130,000.00			0.00		-		130,000.00	-	
220500 B	Plumbing fixtures installation	120,000.00			0.00		-		120,000.00	-	
23000	DIVISION 23 - HVAC		\$	650,000.00							
230000	HVAC Ruff all piping	140,000.00			7,000.00		7,000.00	5%	133,000.00	350.00	
230000 1	HVAC Equipment	340,000.00			0.00		-		340,000.00	-	
230000 2	HVAC installation	130,000.00			0.00		-		130,000.00	-	
230000 3	HVAC com.	40,000.00			0.00		-		40,000.00	-	
26000	DIVISION 26 - ELECTRICAL		\$	1,129,750.00							
260000	Electrical Ruff	350,000.00			17,500.00		17,500.00	5%	332,500.00	875.00	
260000 1	Electrical equipment and material	300,000.00			0.00		-		300,000.00	-	
260000 2	Electrical switchgear installed	180,000.00			0.00		-		180,000.00	-	
260000 3	Lighting	79,750.00			0.00		-		79,750.00	-	
260000 4	installation	120,000.00			0.00		-		120,000.00	-	
260000 5	T Underground	100,000.00			0.00		-		100,000.00	-	
28000	DIVISION 28 - Safety And Security		\$	20,000.00							
28311	Digital Addressable Fire Alarm	20,000.00			0.00		-		20,000.00	-	
31000	DIVISION 31		\$	1,270,350.00							
312000	Earthwork	268,000.00			26,800.00		26,800.00	10%	241,200.00	1,340.00	
312000 1	Shoring	722,000.00			0.00		-		722,000.00	-	
312513	Erosion Control	30,350.00			9,105.00		9,105.00	30%	21,245.00	455.25	
329100	Irrigation and planting	250,000.00			0.00		-		250,000.00	-	
32000	DIVISION 32		\$	665,000.00							
321216	Paving	30,000.00			0.00		-		30,000.00	-	
323100	Fence and Gates	150,000.00			0.00		-		150,000.00	-	

AWI BUILDERS, INC.
SCHEDULE OF VALUES

OC FAIR Pacific Amphitheater Project # 3213031							PA # 01			
B	C	D			E	F	G	H	I	
WORK COMPLETED										
ITEM	DESCRIPTION	VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (5%)	
323119	Chain link Fence and Gate	85,000.00		0.00		-		85,000.00	-	
329100	Irrigation and grade prep. decorative	250,000.00		0.00		-		250,000.00	-	
320190	planting and plants	150,000.00		0.00		-		150,000.00	-	
	Division 33-Utilities		\$ 402,000.00							
334100	Storm Drain	327,000.00		0.00		-		327,000.00	-	
334600	Subsurface Drainage	75,000.00		0.00		-		75,000.00	-	
	Grand Total:	\$	10,348,300.00	\$	-	\$	599,555.00	\$	29,977.75	



CALIFORNIA
FAIR FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 73633
Dated: 11/20/2013

Payment Authorization

Date: 11/6/2013 Amount: \$640.00

Vendor Name: Byer Geotechnical

Invoice No.: 40167

Invoice Date: October 31, 2013

Project No.: 03213031

Project Name: PacAmp Phase II

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. Sellens
Project Manager

Byer
Construction Manager

Amy Casares
Accounting Administrator

[Signature]
Managing Officer or Designee

October 31, 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 # 40167
BG 21695
Job Address: 100 Fair Drive, Costa
Mesa

WORK PERFORMED: Preparation of "Addendum Geotechnical Engineering Exploration Report, Revised Permanent Tieback Bond Strength, Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California," dated October 31, 2013.

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
October 24, 2013	HH	Consultation with R. Zweigler regarding Tieback Stress Testing Data, Project Geologist	0.50	150/hr	75.00
October 25, 2013	HH	Consultation with Structural Engineering and other Team Members regarding Tieback Stress Testing Data, Project Geologist	0.50	150/hr	75.00
October 28, 2013	RIZ	Telephone Conference Call, Chief Geotechnical Engineer	0.50	190/hr	95.00
	HH	Telephone Conference Call and Addendum Preparation, Project Geologist	2.00	150/hr	300.00
October 29, 2013	RIZ	Addendum Review, Chief Geotechnical Engineer	0.50	190/hr	95.00
October 30, 2013	HH	Addendum Preparation and Consultation with Team Members, Project Geologist	4.00	150/hr	NO CHARGE
Total from current billing period				8.00	\$640.00
Previous balance					\$5,925.00

Total Balance Due

\$6,565.00

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

Check #: 73651
Dated: 11/20/2013

Payment Authorization

Date: 11/7/2013

Amount: \$2,803.01

Vendor Name: MAKE Architecture

Invoice No.: 12010-17

Invoice Date: October 31, 2013

Project No.: 03211031

Project Name: PacAmp Phase II

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

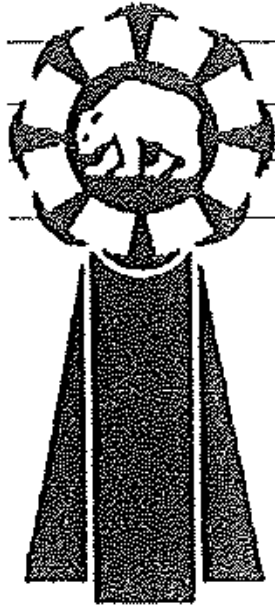
Approved for Payment

Michael P. Sellers
Project Manager

Brian Eick
Construction Manager

Amy Cavonius
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001403
Invoice Date: 11/14/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Description	Amount
Project Funds Pay Auth for MAKE Inv# 17	2,803.01
	\$2,803.01

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$2,803.01
Sales Tax: 0.00
Invoice Total: \$2,803.01

Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No. 17)

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: 10/1/2013 to 10/31/2013

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

Two Thousand Eight Hundred Three Dollars and One Cent (\$ 2,803.01)

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, 6)</i>	\$ <u>250,990.00</u>
Contract Sum to Date	\$ <u>524,606.50</u>
Total Completed and Stored to Date	\$ <u>469,018.90</u>
Retention (10%)	\$ <u>46,901.88</u>
Total Earned less Retention	\$ <u>422,117.02</u>
Total Reimbursable Expenses To Date	\$ <u>14,307.53</u>
Subtotal	\$ <u>436,424.55</u>
Less Previous Payments	\$ <u>433,621.54</u>
CURRENT PAYMENT DUE	\$ <u>2,803.01</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 _____ Date 11/4/2013

William Beuter, CEO

California Fairs Financing Authority
 1776 Tribute Road, Suite 220
 Sacramento, CA 95815
 (916) 263-6100
 Fax (916) 263-6116

Application for Payment

Oct 2013

Contractor Name		Project Name & Location		CFFA Project No.	CFFA Contract No.	Reporting Period	
MAKE Architecture		Pacific Amphitheatre Renovation		03211031		17 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	\$18,924.21	91.6%	\$170,317.87	0.8%	\$1,665.11
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	59.4%	\$13,908.77	1.7%	\$398.76
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	\$6,940.00	\$694.00	100%	\$6,246.00	-	0
8	ASL 3- Concurrent Berm Reconfig and Plaza	\$121,735.00	\$11,273.83	92.6%	\$101,464.47	0.6%	\$747.90
9	ASL4- Restroom Buildings	\$64,675.00	\$5,929.25	91.7%	\$53,363.38	0.4%	\$258.38
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,253.80	90.4%	\$11,284.20	0.0%	\$0
11	ASL6- Design Build Berm Planting Revisions	\$6,100.00	\$610.00	100%	\$5,490.00	-	0
TOTALS		\$524,606.50	\$46,634.74	91.5%	\$433,621.54	0.6%	\$3,070.15

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 _____ \$2,671.39
 Retention (10 %) _____ \$267.14
 Reimbursable Expenses _____ \$398.76
AMOUNT DUE _____ \$2,803.01



2138 HYPERION AVE, STUDIO A
LOS ANGELES, CA, 90027
T: 323.669.0278 - F: 323.669.0282
WWW.MAKEARCH.COM

Invoice

12010-17

Date 10/31/2013

Invoice Period
10/01/13-10/31/13

To California Fair Financing Authority
Attn: David Freese
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
CA	Construction Administration	8.6%		1,665.11	19.8%	1,665.11
	SUBTOTAL					1,665.11
add. service	additional services-ASL3	0.6%		747.90	93.2%	747.90
add. service	additional services-ASL4	0.4%		258.38	92.1%	258.38
	SUBTOTAL					1,006.28
REIMBURSABLE						
prints	8.5x11 black&white		153	0.49		74.97
prints	18x24 black&white		26	1.50		39.00
mileage	2 trips to project site		192	0.565		108.48
mileage	2 trips to project site via culver city to drop off		220	0.565		124.30
	submittals to structural					
	SUBTOTAL					346.75
Reimb. Mark-up			346.75	0.15		52.01
Invoice Total						\$3,070.15

Architecture

Interiors

Furniture

2138 Hyperion Ave
Studio A
Los Angeles, CA 90027

t: 323.669.0278
f: 323.669.0282
admin@makearch.com

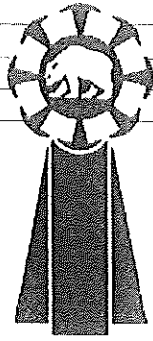
PAC AMP #16

Date	8/2x11tw	8/2x10color	8/2x4bw	14/7bw	14/7color	12x27bw	12x26bw	12x35	18x14color	18x26bw	18x24bw	18x24color	18x36bw	19x36color	24x36bw	24x36color	30x42bw	30x42color	35x46bw	37x56color	
7/16	35							12													
7/18	11																				
7/19	24																				
7/23	92																				
7/24	39																				
SEPTEMBER 2013 INVOICE																					
OCTOBER 2013 INVOICE																					
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9/1	6									4											
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9/14	12																				
9/15	6																				
9/17	7																				
9/22	24																				
10/1	15																				

10/24 7

3

10/29 4



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 73669
Dated: 11/20/2013

Payment Authorization

Date: 11/21/13 Amount: \$74,850.00

Vendor Name: Cen-Cal Heavy Moving, Inc.

Invoice No.: 1558

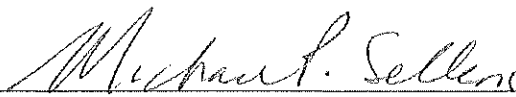
Invoice Date: 09/30/2013

Project No.: 03213035

Project Name: Memorial Gardens Building

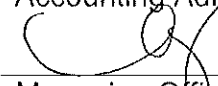
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

Cen-Cal Heavy Moving, Inc.

10625 Monte Vista Ave.
 Montclair, CA 91763

INVOICE

Phone #	Fax #
(909)624-1000	(909)624-1019

DATE	INVOICE NO.
9/30/2013	1558

BILL TO
California Fairs Financing Authority 1776 Tribute Road Site 100 Sacramento CA 95815

TERMS
Due upon recei...

ITEM	DESCRIPTION	AMOUNT
Sales	Project No 03213035 Memorial Gardens Building Relocation at the 32nd District Agricultural Association Orange County Fair & Event Center Costa Mesa, CA Contract Amount: \$ 74,850.00 Work completed 100% on September 25, 2013	74,850.00
Due and Payable Upon Receipt, Thank You		Total Due \$74,850.00



Board of Directors Agenda Report

MEETING DATE: DEC. 19, 2013 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: December 13, 2013

FROM: Stan Tkaczyk, Board Chair

PRESENTATION BY: Stan Tkaczyk, 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: DEC. 19, 2013 ITEM NUMBER: 9B

SUBJECT: Review and Approve 2014 OCFEC Operating Budget & Capital / Major Projects Plan

DATE: December 13, 2013

FROM: Sharon Augenstein, CFO

PRESENTATION BY: Sharon Augenstein, CFO

RECOMMENDATION

Review and Approve 2014 OCFEC Operating Budget & Capital / Major Projects Plan.

BACKGROUND

See attached.

OC Fair & Event Center



2014 Operating Budget and
Capital & Major Projects
Expenditure Plan

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OC Fair & Event Center

2014 Proposed Operating Budget and Capital & Major Projects Expenditure Plan

Budget Overview

Executive Summary

I am pleased to present the 2014 Operating and Capital/Major Projects Budget. The Executive Management Team has spent a considerable amount of time reviewing our past performance and thoughts for the future. Revenue projections are based on a four-year averaging approach, and expenses are based on a 3% increase over the prior year to account for an increase in the cost of goods and services, plus incremental dollars for additional anticipated programs, specifically in the Pacific Amphitheatre Plaza.

While there is no doubt 2013 has been an extraordinary year for all its changes and successes, the Executive Management Team projects similar financial performance in 2014. As we anticipate another successful year in 2014, one of the key focuses of the organization will be the launch of the Organizational Needs Assessment that will guide the organization as it prepares itself for new leadership.

This budget was developed in accordance with the governing policies set forth by the Board of Directors in 2008.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Doug Lofstrom", written in a cursive style.

Doug Lofstrom
CEO

FINANCIAL PLANNING & BUDGETING POLICY MONITORING REPORT

TO: OCFEC Board of Directors
FR: Doug Lofstrom, CEO
RE: INTERNAL MONITORING REPORT – FINANCIAL PLANNING & BUDGETING

Monitoring on Policy 2.5: **FINANCIAL PLANNING & BUDGETING**

I hereby present my monitoring report on your Management Limitations policy 2.5 (Financial Planning & Budgeting) in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed  , CEO

Date: December 12, 2013

BROADEST POLICY PROVISION: Financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's Ends priorities, risk financial jeopardy, or fail to be derived from a multi-year plan.

CEO INPRETATION: My responsibility is to ensure that financial plans for our Association support the priorities of the Board while protecting the long-term viability of the organization. I believe the added provisions of the policy comprehensively define this broad policy statement. Therefore, additional interpretations and reporting data appear below.

POLICY PROVISION #1: The CEO will not prepare, present or allow budgets that risk incurring those situations or conditions described as unacceptable in the "Financial Condition and Activities" Board Policy.

CEO INTERPRETATION: Policy 2.3 describes unacceptable conditions that I am responsible for preventing. These conditions relevant to financial planning include expending more funds than are received; maintaining a liquidity requirement of 25% of annualized operating expenditures; encumbering the organization for amounts exceeding \$50,000 (with policy exception for talent guarantees up to \$300,000); and accepting revenues from sources not consistent with the mission and values of the Association.

REPORT: The proposed 2014 budget projects a positive operating cash flow of \$3.2 million and major projects & capital expenditures of \$1.5 million, resulting in a net increase of cash of \$1.7 million for the year. The plan is anticipated to meet the requirement of generating a positive cash flow.

The plan also projects that the 25% liquidity requirement will be fulfilled in 2014. It is possible that the seasonality of cash flows may cause a temporary deviation from the liquidity requirement at some point during the year. If this were to occur, it would be highlighted as an exception in the applicable quarterly Financial Condition and Activities monitoring report.

The proposed 2014 budget does not provide for the borrowing of funds.

The proposed budget document includes itemization of all contracts provided for in the budget which are expected to be above the CEO's approval authority of \$50,000.

There are no significant new revenue sources anticipated in the 2014 budget, therefore all revenue sources continue to be consistent with the mission and values of the Association, and with the Board's Ends priorities.

The proposed 2014 budget does not risk incurring unacceptable situations or conditions as described in Policy 2.3 (Financial Condition and Activities). **I therefore report compliance.**

POLICY PROVISION #2 The CEO will not prepare, present or allow budgets that omit credible projection of revenues and expenses for each of the business units (Summer Fair, year-round events/rentals, Pacific Amphitheatre and Orange County Market Place), separation of capital and operational items, cash flow, and disclosure of planning assumptions.

CEO INTERPRETATION: It is my responsibility to develop and present a sound budget that includes logical projections and planning assumptions, and to provide sufficient information to the Board for review and approval of the proposed budget.

REPORT: The 2014 proposed budget document includes documentation of the planning assumptions underlying the plan for next year. Most items are budgeted to be consistent with 2013 due to continued uncertainty in the consumer economy. Capital and operational items are presented separately in the budget document, and a cash flow summary is included. **I therefore report compliance.**

POLICY PROVISION #3 The CEO will not prepare, present or allow budgets that plan the expenditure in any fiscal year of more funds than are conservatively projected to be received.

CEO INTERPRETATION: For the financial well-being of the organization, and in order to build and maintain OCFEC's reserve funds, it is my responsibility to conservatively plan for positive operating cash flow in the year. Conditions which were anticipated or not within OCFEC's control may cause situations resulting in negative operating cash flow, but those would be exceptions to the plan.

REPORT: The proposed 2014 budget projects a positive operating cash flow of \$3.2 million and major projects & capital expenditures of \$1.5 million, resulting in a net increase of cash of \$1.7 million for the year. The plan is anticipated to meet the requirement of generating a positive cash flow. **I therefore report compliance.**

POLICY PROVISION #4 The CEO will not prepare, present or allow budgets that provide less for Board activities during the year than is set forth in the Cost of Governance policy.

CEO INTERPRETATION: It is my responsibility to ensure that funds are available for the Board to conduct its activities.

REPORT: Policy 4.8 (Governance Investment) has not been updated for 2014. The following amounts are funded in the 2014 budget, based on recent expense trends: up to \$60,500 for board-hosted ownership linkage/outreach events; up to \$13,800 for board meeting costs, awards, plaques and recognitions. **I therefore report compliance.**

2014 Proposed Budget Summary
(\$ in millions)

Business Unit	2014 Budget
Self-Produced Events *	
Revenue	21.1
Expense	12.8
Net Contribution	8.3
Year-Round Events	
Revenue	4.0
Expense	2.4
Net Contribution	1.6
Market Place	
Revenue	1.6
Expense	0.0
Net Contribution	1.6
Pacific Amphitheatre	
Revenue	5.9
Expense	4.7
Net Contribution	1.2
Support Services/Outreach	
Revenue	0.3
Expense	9.8
Net Contribution	-9.5

2014 Budget Summary	
Revenue	32.9
Expense	29.7
Cash from Operations	3.2

2014 Projected Beginning Cash Position	\$27.6
Plus 2014 Budgeted Cash from Operations	3.2
Less Major Projects	-0.3
Less Major Maintenance/Equip/Projects (Capital)	-1.2
Less Master Plan/Special Projects (Capital)	-12.6
Less Carnival Projects (Restricted Capital)	-0.4
2014 Projected Ending Cash Position	\$16.3

Liquidity Requirement (25% of Expense)	\$7.4
Other Restricted Capital (Carnival)	0.4
Total Restricted Cash	\$7.8

Total Cash Available for Investment	\$8.5
--	--------------

* Self-Produced Events includes Fair and Imaginology

2014 Budget by Business Unit (\$ in millions)

<i>\$ in Millions</i>	2010 Actual	2011 Actual	2012 Actual	2013 Budget	2013 Forecast	2014 Budget
Self-Produced Events						
Revenue	17.5	21.9	22.1	20.0	23.9	21.1
Expense	11.6	11.6	11.6	12.2	12.1	12.8
Net Contribution	5.9	10.3	10.5	7.8	11.8	8.3
Year-Round Events						
Revenue	4.0	4.2	4.6	3.8	4.4	4.0
Expense	2.1	2.4	2.3	2.4	2.3	2.4
Net Contribution	1.9	1.8	2.3	1.4	2.1	1.6
Market Place						
Revenue	1.8	2.0	2.0	2.0	2.1	1.6
Expense	0.1	0.0	0.1	0.0	0.0	0.0
Net Contribution	1.7	2.0	1.9	2.0	2.1	1.6
Pacific Amphitheatre						
Revenue	5.6	6.1	6.4	5.7	6.1	5.9
Expense	4.3	4.4	4.5	4.5	4.5	4.7
Net Contribution	1.3	1.7	1.9	1.2	1.6	1.2
Support Services/Outreach						
Revenue	0.2	0.3	0.4	0.3	0.3	0.3
Expense	7.4	7.5	8.6	9.9	9.4	9.8
Net Contribution	-7.3	-7.2	-8.2	-9.6	-9.1	-9.5
2014 Budget Summary						
Revenue	29.1	34.5	35.5	31.8	36.8	32.9
Expense	25.5	25.9	27.1	29.0	28.3	29.7
Net Contribution	3.5	8.6	8.4	2.8	8.5	3.2

Significant 2014 Planning Assumptions

- Revenue is budgeted based on a 4 year average of 2010-2013 experience plus adjustments for the elimination of Block Party, lawn seating in the Pacific Amphitheatre and Barrett Jackson, and a reduction in rent from the OC Market Place.
- Full time permanent labor is budgeted at 100% for the entire year for all approved positions. One additional full time position is proposed to be added for 2014: Purchasing & Contracts Specialist, and one additional permanent intermittent (civil service, 1,500 hours a year) is proposed to be added: Entertainment Coordinator. Increases in insurance (7%), PERS (5%) and workers comp (3%) are also reflected in the budget.
- Temporary labor is budgeted at 2013 forecast plus \$92k to incorporate the increase in minimum wage from \$8.50 to \$9.00 in July 2014 and for additional temporary labor to support Pacific Amphitheatre Plaza exhibits and guest relations and Cash Operations security.
- Non-Labor expenses are planned based on the projected 2013 spend plus 3% plus \$200k for Pacific Amphitheatre Plaza grounds entertainment plus adjustments for other known commodity increases.

OC Fair & Event Center

2014 Proposed Budget

Proposed Capital & Major Projects Expenditure Plan

Master Plan Projects

The 2014 capital expenditure plan includes investment in one Master Plan project for which expenditures have been approved by the Board: Pacific Amphitheatre and West End Facility Electrical Upgrade (total \$16.2M, \$12.0M anticipated in 2014).

Major Maintenance/Equipment Projects

Through its business planning process, OCFEC has adopted an annual commitment to fund recurring maintenance projects in order to continuously cycle improvements to parking lots, restrooms, buildings, and the replacement of equipment. For 2014 the currently prioritized utilization of these funds are listed below. Throughout the year, as conditions change, some of these projects may be postponed and other projects substituted in.

This budget does not address the additional relocation and/or site development costs for the Veterans Exhibit. Once the scope of the project is determined, the cost will be presented to the Board for review and approval.

Area	Project	Budget
Other	Organizational Needs Assessment	43,200
Other	Agriculture Workers' Memorial	90,000
Pac Amp	Super Structure Painting	170,000
Pac Amp	Super Structure Wing Rebuild (incr height 10')	160,000
Pac Amp	Back Stage Curtains Replacement	25,000
Pac Amp	Spotlight Towers Painting	25,000
Pac Amp	Asphalt Color Seal	10,000
Total Pac Amp		390,000
Buildings	Bldg 10 Womens Restroom Exhaust Fans	14,000
Electrical	Livestock Lane 225 Amp Upgrade	35,000
Equipment	ASA Sound System	75,000
Equipment	4x4 Dumpsters (qty 10)	50,000
Equipment	Exhibit Equipment	20,000
Equipment	40 Yard Compactor Containers (qty 4)	40,000
Equipment	Parking Truck	30,000
Equipment	Water Truck Tank Replacement	18,500
IT Projects	Website Redesign	20,000
IT Projects	Ticket Booths PC Upgrade	11,500
Outside Areas	Perimeter Irrigation System	8,500
Parking Lot Maintenance	Lot B Slurry & Seal	230,000
Parking Lot Maintenance	Gate 2 Drive Lane Asphalt Repair	150,000
Parking Lot Maintenance	Ranch / Livestock Asphalt Repair	65,000
Parking Lot Maintenance	Lot C Slurry & Stripe	60,000
Parking Lot Maintenance	Gate 10 Asphalt Repair	40,000
Total Parking Lot Maintenance		545,000
Parking Study	Signage	100,000
Parking Study	Shelter with Lights & Fans - Gate 3	10,000
Total Major Projects		268,200
Total Equipment		233,500
Total Capital		999,000
Total All		1,500,700

Restricted Capital - RCS (\$0.8M Balance)

Area	Project	Budget
Carnival	Interior Ground Seal	170,000
Carnival	Festival Fields Sprinklers System	15,000
Carnival	Lot G Asphalt Repair & Replace	130,000
Carnival	Lot G Slurry and Stripe	120,000
Total Carnival		435,000

Additional Priority Projects

Area	Project	Budget
ASA	Re-Roof & Structural Repairs	210,000
ASA	Painting	160,000
ASA	Entry Sign Replacement	12,000
ASA	Asphalt Repair & Replace	40,000
Total ASA		422,000
Baja Blues	Exterior Painting	20,000
Baja Blues	Exterior Deck Remodel	75,000
Total Baja Blues		95,000
Pac Amp	Seat Replacement	800,000
Pac Amp	Fall Protection System	30,000
Total Pac Amp		830,000
Centennial Farm	Replace Century Barn	200,000
Centennial Farm	Pig Pen Remodel	24,000
Total Centennial Farm		224,000

OC Fair & Event Center

2014 Proposed Budget

**Policy Considerations for
Board Approval**

Pricing Proposal: Fair Admission Pricing

RECOMMENDATION

Increase Adult gate admission price by \$1 beginning in 2014 and combine Youth and Senior admission to one type "Youth/Senior" at a price of \$7.

	2013 Single Ticket Admission Price	Proposed 2014 Single Ticket Admission Price
Adult	\$11	\$12
Youth/Senior	\$6 Youth / \$8 Senior	\$7

BACKGROUND

In June 2007, the Board approved a 5 year business plan for 2008-2012, with the Fair Business Unit portion of the plan to include a series of four \$1 Adult and two \$1 Senior and Child increases over the term of the plan. Three Adult and one Senior/Child increases have been implemented through 2011. The final increase was contemplated by the Board for 2012 and 2013 but voted to defer the increase for the past two years.

ANALYSIS

Ticket Types: The OC Fair has historically presented three ticket types for purchase: Adult, Senior, and Youth. A review of four popular attractions in Southern California revealed the use of two types as standard, offering either Adult and Youth tickets or Adult and Youth/Senior tickets. The types and applicable ages for each are reflected below.

Ticket Type	OC Fair 2013	2013 Paid Gate Admission	% Distribution - Full Price Admissions	% Distribution - All Gate Admissions	Disneyland	Sea World	Legoland	Knott's	2014 Proposed - Youth/Sr Combined
Adult	13 through 59	468,000	82%	56%	10+	10+	13+	12 through 61	13 through 59
Senior	60+	34,000	6%	4%	n/a	n/a	n/a	n/a	n/a
Youth/Senior	n/a	n/a			n/a	n/a	n/a	3 through 11/62+	6 through 12/60+
Youth	6 through 12	66,000	12%	8%	3 through 9	3 through 9	3 through 12	n/a	n/a
Promotions		270,000		32%					
Total Gate Admissions		838,000	100%	100%					

Ticket Pricing: An increase of \$1 in the Adult General Admission price per the 5 Year Business Plan results in a price point lower than the two other major Southern California Fairs (LA County and San Diego) which ranged from \$12-\$19 in 2013.

In determining the recommendation for the Youth/Senior ticket price, an analysis was performed on the relationship of Youth/Senior admission tickets to Adult admission tickets at the same four popular attractions in Southern California. The discount offered to Youths and Seniors ranged from 7% to 47% and averaged 17%. The discount proposed to OC Fair Youth/Senior attendees is 42%.

Also noted is that 3 of the 4 attractions took a price increase in 2013 and all took a price increase in the prior year, 2012.

Ticket Type	OC Fair 2013	2013 Paid Gate Admission	Disneyland	Sea World	Legoland	Knott's	2014 Proposed - Youth/Sr Combined	2014 Proposed - Jr/Sr Combined
Adult	11.00	468,000	92.00	79.00	78.00	62.00	12.00	5,616,000
Senior	8.00	34,000	n/a	n/a	n/a	n/a	n/a	
Youth/Senior	n/a	n/a	n/a	n/a	n/a	33.00	7.00	700,000
Youth	6.00	66,000	86.00	71.00	68.00	n/a	n/a	
Discount	S - 27% / Y - 45%		7%	10%	13%	47%	33%	
Total								6,316,000
Increase:			\$5 (5.7%; 6.2%)	\$1 (1.3%; 1.4%)	\$0	\$2 (3.3%; 6.5%)		500,000
<i>Note: increases taken in 2012</i>	\$0		\$7 (8%-10%)	\$8 (11%-13%)	\$9 (11%-14%)	\$13/\$6 (21%-27%)		

Additionally, to further validate the proposed pricing for 2014, the full price admission charge for the top ten fairs in the United States was evaluated:

2013			
Fair	Adult	Senior	Child
1. State Fair of Texas	17	13	13
2. Houston Livestock Show	7		4
3. Minnesota State Fair	12	10	10
4a. LA County Fair - Weekdays	12	10	8
4b. LA County Fair - Weekends	19	15	12
5. San Antonio Stock Show	10	5	5
6. San Diego County Fair	14	8	8
7. Eastern States Exposition	15		10
8. OC Fair	11	8	6
9. Western Washington Fair	12.50	9	9
10. Iowa State Fair	11		5
Average	13	10	8

Increase from 2012			
Fair	Adult	Senior	Child
1. State Fair of Texas	6%	8%	8%
2. Houston Livestock Show	0%		0%
3. Minnesota State Fair	0%	0%	0%
4a. LA County Fair - Weekdays	0%	11%	14%
4b. LA County Fair - Weekends	12%	7%	0%
5. San Antonio Stock Show	43%	0%	0%
6. San Diego County Fair	8%	14%	14%
7. Eastern States Exposition	0%		0%
8. OC Fair	0%	0%	0%
9. Western Washington Fair	0%	0%	0%
10. Iowa State Fair	10%		25%
Average	6%	5%	5%

OC Fair general admission pricing is below San Diego, LA and the average of the top 10 US Fairs. Five of the top 10 took a price increase in 2013.

Fairgoers will continue to have the opportunity to obtain free or lower entrance pricing through a robust gate promotions program. 2014 promotions include:

Opening Day	Free First Hour	Free admission and parking
Full Run	Children 0-5 Free	Free admission for children ages 0 - 5
Full Run	Super Pass	Presale \$26 Adult / \$21 Youth/Senior thru March Presale \$31 Adult / \$21 Youth/Senior April-May \$36 Adult / \$26 Youth/Senior June-Aug
Wednesdays	We Care Wednesdays	Free with donation
Thursdays	Kids' Days	Free all day (12 and under)
Fridays	Seniors' Days	\$2 discount
Sat/Sun	Rise and Shine (10-11 am)	\$3 entry (pricing to be evaluated)

Kids can get in free or for a donation on 9 of the 23 days of Fair while Adults and Seniors can get in free or for a donation on 5 days.

The incremental funds received from this pricing change will be utilized to fund customer experience improvement initiatives including additional restrooms, parking study recommendations to improve traffic flow, and Pacific Amphitheatre Plaza offerings.

FINANCIAL IMPACT

It is estimated that an increase of \$1 for Adult Admission would result in estimated additional revenue of \$468k and the net revenue impact for the Youth/Senior admission price would result in estimated additional revenue of \$32.9k, for total incremental revenue of \$500k. This incremental revenue is not included in the proposed revenue budget of \$32.9M set forth in this budget package. If approved, the budget will be revised to \$33.4M.

Contracts Exceeding \$50,000

By policy of the Board, the CEO is expressly authorized to approve and execute any contract up to \$50,000. The following contracts encumbering over \$50,000 in 2014 are included in the 2014 operating budget and unless materially modified are considered to be approved by the Board via the budget process, and may be executed by the CEO:

CONTRACTOR	DESCRIPTION	TERM	2014 Encumbrance (Not to Exceed)
Costa Mesa Police Department	Traffic management services during OC Fair	07/11/14 - 08/10/14	\$400,000
Costa Mesa Police Department	Traffic management services Interim Events	04/01/14 - 03/31/15	\$70,000
County of Orange	Law enforcement services during OC Fair	07/11/14 - 08/10/14	\$480,000
County of Orange	Law enforcement services during Interim Events	07/01/14 - 06/30/15	\$70,000
CR & A Custom, Inc.	Banner and sign printing/installation services	05/20/09 - 05/19/11 with three 1-year options to renew	\$134,000
Lisa Sexton	Marketing Coordinator & Talent Buyer	01/01/11 - 12/31/11 with four 1-year options to renew	\$160,000
Lopez Works Incorporated	Parking Lot Sweeping, Venue Clean-Up & Waste Collection Services	11/01/13 - 10/31/15 with three 1- year options to renew	\$833,000
Manatt, Phelps & Phillips, LLP	Legal Services for the OC Fair & Event Center	03/01/13 - 02/28/14	\$200,000
Medical and Safety Management	First Aid Services	01/01/11 - 12/31/13 with two 1-year options to renew	\$68,000
Moor + South/Pier Management Co. dba California Partnership Marketing Group	Corporate Sponsorship and Event Sales Services	12/01/13 - 11/30/15 with three 1-year options to renew	\$326,000
Pacific Building Care dba Commercial Cleaning Systems, Inc.	Facility and Venue Cleaning Services	04/01/09 - 03/31/11 with three 1-year options to renew	\$324,000
Production Resource Group	Grounds Lighting, Truss & Support Structures	07/05/10 - 08/16/10 with four 1-year options to renew	\$157,000
Quijote Corporation dba Sensis	Advertising & Marketing/Promotion Services	01/01/13 - 12/31/15 with two 1-year options to renew	\$401,000
Redpoint Consulting Group	Entertainment Business Planning Services	03/01/11 - 02/29/12 with four 1-year options to renew	\$73,000
Ricardo Mendoza and Josh Sarantitis	Agricultural Memorial Near Blue Gate	01/01/14 - 06/30/14	\$90,000
Richard J. Coulter and Associates	Carnival/Independent Amusement Ride Safety Inspections Services	07/01/10 - 08/15/10 with one 1-year and one 3-year option to renew	\$56,000
RK Diversified - Hangar	Hangar Building -- Grandstand Arena Staging, Lighting	7/5/10 - 8/16/11 with three 1-year options to renew	\$104,000
RK Diversified - Pac Amp Lighting	Lighting Equipment & Services	07/09/10 - 08/16/10 with four 1-year options to renew	\$64,000

CONTRACTOR	DESCRIPTION	TERM	2014 Encumbrance (Not to Exceed)
RK Diversified - Pac Amp Production	Production Services	01/01/11 - 12/31/11 with four 1-year options to renew	\$114,000
Silverado Stages	Interim & Fair Time Shuttle Services	01/01/11 - 12/31/12 with three 1-year options to renew	\$260,000
Sound Media Fusion, LLC	Sound mitigation and monitoring program services	04/01/07 - 03/31/10 with two 3-year options to renew	\$150,000
Southern California Sound Image - Hangar	Hangar Sound/Grandstand Arena Sound	07/05/10 - 08/16/11 with three 1-year options to renew	\$260,000
Southern California Sound Image - Pacific Amphitheatre	Audio Equipment & Services - Pacific Amphitheatre	01/01/13 - 12/31/14 with three 1-year options to renew	\$211,000
Speeda Sound	Grounds Sound	07/05/10 - 08/16/11 with three 1-year options to renew	\$114,000
Ticketmaster, LLC	Automated ticket selling, event management and access control services	04/01/13 - 03/31/15 with three 1-year options to renew	\$75,000
Ware Disposal, Inc.	Refuse Disposal Services	06/01/11 - 05/31/13 with three 1-year options to renew	\$161,000
XL Video, Inc. - Hangar	Hangar Building Video Equipment & Services	07/09/12 - 08/20/12 with four 1-year options to renew	\$84,000
XL Video, Inc. - Pacific Amphitheatre	Video Equipment & Services	07/09/12 - 08/20/12 with four 1-year options to renew	\$175,000

RFPs to be Issued in 2014 (Contractors to be Determined)

CONTRACTOR	DESCRIPTION	TERM	2014 Encumbrance (Not to Exceed)
	Tenting, Drapery & Furniture Rentals	2/1/14 - 1/30/16 with three 1-year options to renew	\$275,000
	Automated Teller Machine & Management Services	6/1/14 - 5/31/17 with two 1-year options to renew	Revenue, Rental Agreement
	Supplemental Facility & Venue Attendant Services	04/01/14 - 03/31/16 with three 1-year options to renew	\$325,000
	Banner & Sign Printing/Installation Services	5/20/14 - 5/19/16 with three 1-year options to renew	\$115,000
	Refuse Disposal Services	06/01/14 - 5/31/16 with three 1-year options to renew	\$161,000
	Cart Rental Services	5/15/14 - 5/14/16 with three 1-year options to renew	\$80,000
	Restroom Trailer Rental Services	5/15/14 - 5/14/16 with three 1-year options to renew	\$80,000
	LED Video Technology Rental and Labor	7/1/14 - 8/20/16 with three 1-year options to renew	\$115,000

Entertainment Contracts Exceeding \$50,000

During 2009, the Board adopted policy to authorize the CEO to approve and execute entertainment contracts up to \$300,000. All such agreements will be reviewed and approved by the CEO and at least one staff vice president.

Entertainment contracts exceeding \$300,000 will be approved by the full board.

Over \$50,000 Expenditure Budget Schedule

By policy of the Board, the CEO will not execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.

Vendor	Explanation
Blue Shield Of California	Employee Insurance
California Fair Services Authority	Employee Services, Workers Comp, Gen Liab
California Fairs Financing Authority	Capital Project Payment, Approved LOUs
California Fairs Financing Authority Contractors	Capital Project Payments, Approved LOUs, Invoices Paid Directly to Contractors
Capital Projects Contractors in Support of Approved Capital & Major Projects List	Execute against the Capital & Major Projects Plan
City of Costa Mesa	Traffic Services - Fair, Contracted
Classic Tents, Inc. / Successful Bidder for Services	Tent, Drapery & Furniture - Fair, Contracted
Commercial Cleaning Systems, Inc.	Facility & Venue Attendants - Fair, Contracted
Department Of General Services	Auto Liability Premium
Emergent LLC	Fair, IATSE Payroll
Event Settlements (Sand Sports Super Show, United Scottish Society, World Pet Assoc, Others as Needed)	Event Settlement, including Admissions
Fair Entertainment	Entertainment
Franchise Tax Board	CA Non Resident Withholding for Entertainers
Lopez Works, Inc.	Fair/Major Events, Contracted
Los Angeles Times & Other Media Vendors	Bulk Media Buys for which Approved Budget Exists
Moor + South/Pier Management Company, LP	CPMG - Sales - Contracted
Orange County Treasurer-Tax Collector	Law Enforcement Services - Fair, Contracted
Ovations FanFare, LP	Fair Catering & Refund of Commissions Advance, Contracted
Production Resource Group, Inc.	Production, Lighting, Truss - Fair, Contracted
Public Employees Retirement System	Monthly, Based on Payroll
Quijote Corporation dba Sensis	Marketing - Fair, Contracted
Ray Cammack Shows, Inc.	Carnival - Fair, Contracted, % of Gross
RK Diversified Entertainment, Inc.	Lighting, Production - Fair, Contracted
Silverado Stages, Inc.	Shuttle Service - Fair, Contracted
Southern California Edison	Utilities
Southern California Sound Image, Inc.	Audio Equip & Services - Fair, Contracted
Speeda Sound, Inc.	Grounds Sound - Fair, Contracted
Time Warner Cable Media Sales	Advertising - Fair
United States Treasury	Federal Withholding for Entertainers
US Bank	Cal Card
XL Video, Inc.	Video Equip & Services - Fair, Contracted

Out-of-State Travel

The State considers it to be in its best interest to encourage employee travel to occur within the state when possible. There are several criteria for approval of out-of-state travel plans. The criteria relevant to OCFEC's operations are:

Survey – An on-the-spot review and evaluation of an operation/function to improve/initiate a similar operation/function performed by OCFEC staff.

Training – Upgrading specific employee skills to meet job requirements. The need must be urgent and not reasonably available within the State.

Conferences and Meetings – Attendance at conferences and meetings with topics directly concerning normal departmental activities.

The 2014 operating budget includes \$42k for employee and Board member travel. Much of this amount is planned to be expended within the state of California, but out-of-state travel will sometimes be necessary based on the criteria above.

Provided that the overall travel budget has not been exceeded, out-of-state travel to any of the following are considered to be approved by the Board via the budget process. Any out-of-state trips which do not meet the state guidelines will be individually approved by the Board.

2014 OCFEC Travel Plan – Potential Staff Travel Expenditures

Survey

Arizona State Fair (Phoenix, AZ)
Pima County Fair (Tucson, AZ)
Houston Livestock Show & Rodeo (Houston, TX)
State Fair of Texas (Dallas, TX)
Western Washington Fair (Puyallup, WA)
Minnesota State Fair (St. Paul, MN)
North Carolina State Fair (Raleigh, NC)
Calgary Stampede (Calgary, Canada)
Other member fairs of the Western Fairs Association
Barrett-Jackson auction events in Scottsdale, AZ; West Palm Beach, FL; and/or Las Vegas, NV

Training

IAAM Venue Management School (Wheeling, WV)
IAAM Academy of Venue Safety & Security
nQativ (business system software) Users' Group (location varies, recently in Las Vegas, NV)
EBMS (event management software) Users' Group (generally in St. Louis, MO)
APA American Payroll Association (location varies, in Minneapolis, MN in 2014)

Conferences and Meetings

Western Fairs Association Convention (Reno, NV / Anaheim, CA)
IAFE (International Association of Fairs & Expositions) Spring Management Conference
IAFE Annual Convention (Las Vegas, NV)
IAAM Conferences and Conventions
IAAPA (International Association of Amusement Parks and Attractions) Convention
IEG Sponsorship Seminars and Conferences
NACS (National Association of Consumer Shows) Convention
Social Media for Public Relations and Corporate Communications Conference (Las Vegas, NV)
South by Southwest (Public Relations, Social Media, Talent/Entertainment) Conference (Austin, TX)

OC Fair & Event Center

2014 Proposed Budget

Other Information

OC Fair & Event Center Organizational Department Charters & Chart

Organizational Levels

Executive Management Team: Consists of the Chief Executive Officer, Chief Financial Officer, and Chief Business Development Officer. Responsible for strategic planning and execution, policy development, and executive oversight of the various functional departments within the organization.

Strategic Management Team: Consists of Director-level leaders responsible for the functional areas of Finance, Events, Human Resources, Facilities, Entertainment, Planning & Presentation, Marketing, Community Relations, Communications and New Business Development. Responsible for executing the strategic plan, upholding organizational policies, and providing direction to the operational supervisors.

Operations Management Team: Consists of Supervisor-level leaders responsible for the operational areas of Accounting, Purchasing, Contracts Administration, Admissions, Parking Sales, Event Coordination, Event Operations, Parking, Guest Relations, Human Resources, Facilities Operations, Maintenance, Landscape, Capital Construction, Box Office, Information Technology, Marketing, Agriculture Education, Competitive Exhibits, Communications, and Sales. Responsible for day-to-day operations.

Department Charters – Reporting to the Chief Financial Officer

Finance – Directs and manages general accounting functions, purchasing functions, contracts administration, admissions and parking sales. Ensures the timeliness and accuracy of financial statements; safeguards assets; and ensures compliance with local, State and Federal regulations.

Events – Directs and manages the year-round events program to ensure profitability and full client/promoter satisfaction. Coordinates event services functions including contract development, event operations, parking, public safety, food & beverage, guest relations, commercial exhibits, and merchandise concessions for both year-round events and fairtime operations.

Facilities – Directs and manages facilities and maintenance functions including facilities management, general maintenance operations, construction, landscaping and project planning. Responsible for the maintenance of 150 acres and 65 structure, and for identifying and implementing master plan projects.

Human Resources – Directs and manages human resources functions including risk management related to employment practices; policy management; organizational development and training; recruitment and selection; classification and pay; employee benefits; employee relations and labor relations. Ensures a productive and respectful workplace, and compliance with all applicable employment laws.

Department Charters – Reporting to the Chief Business Development Officer

Marketing – Directs and manages marketing, advertising, media planning and promotions for the annual OC Fair, Block Party, and Youth Expo Experience, as well as for marketing event opportunities at the property. Responsible for the overall marketing and creative strategy for self-produced events and the property.

Community Relations – Directs and manages year-round agriculture education programs, fairtime competitive exhibits program, and community outreach functions. Ensures a strong connection between the organization and the community through programs like Centennial Farm, Youth Expo, the donation program, historical archives, themed exhibits and community liaison activities.

Creative Services – Supervises the creation and production of print advertising and collateral materials, signage, and digital content. Responsible for ensuring the consistent quality of creative content for print and collateral pieces for the OC Fair, Block Party, Youth Expo and property marketing.

Communications – Directs and manages the media relations, social media, intranet and employee communications functions. This includes media outreach, press releases, Intranet content, crisis communications, media training, photography and videography coordination. Ensures clear, concise and accurate information regarding events and activities at the property, and messaging that is consistent with organizational goals.

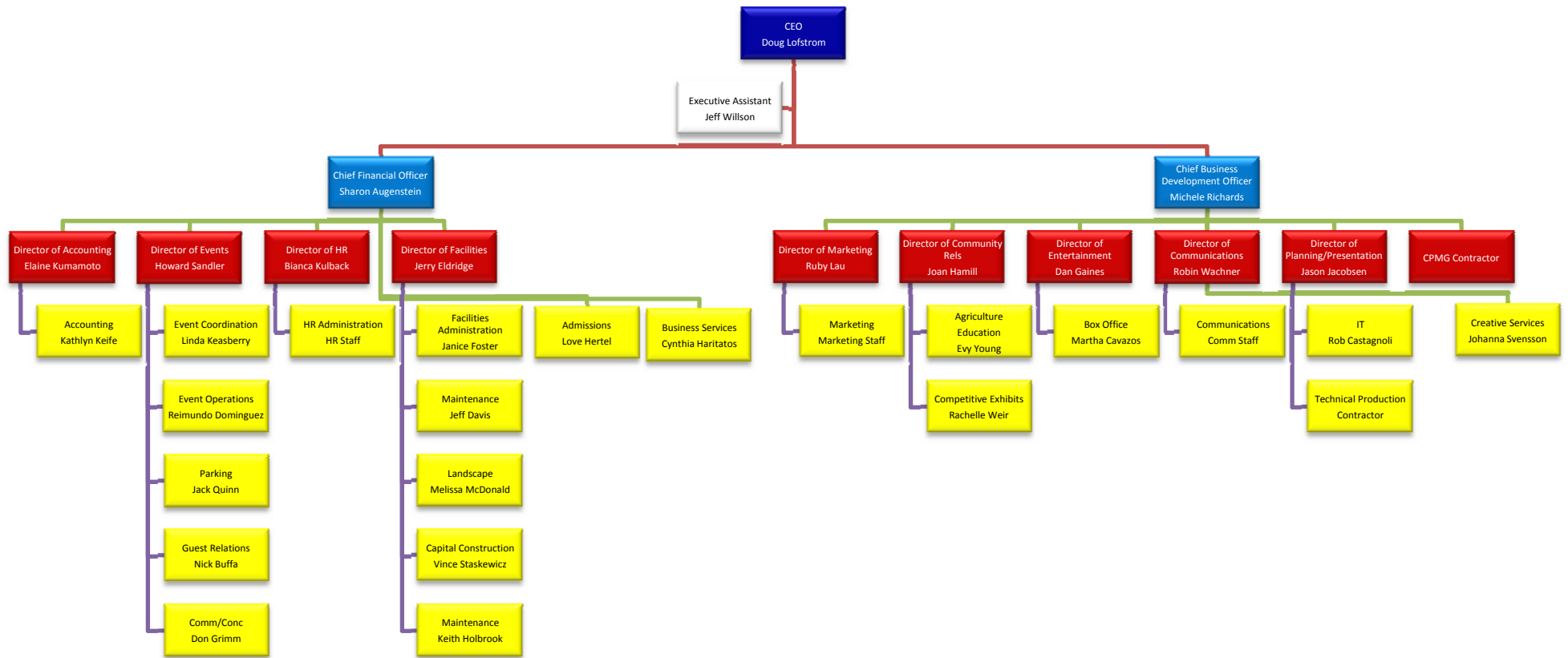
Sales – Directs and manages the sponsorship sales, premium space sales, mobile marketing tours and event sales functions. Responsible for developing new revenue opportunities and working with management to create sales support programs and materials.

Entertainment – Directs and manages the entertainment functions including box office operations, talent booking and entertainment marketing. Responsible for all entertainment aspects of paid and non-paid entertainment for the annual Fair, Youth Expo, Block Party and any other OCFEC produced events.

Planning & Presentation – Directs and manages the planning, map room/CAD, and technology functions including the presentation of the property, grounds production, property signage and special projects/shows. Ensures the consistent application of creative production and property presentation standards.

The current OCFEC organizational chart is provided on the following page for your reference.

2014 Organization Chart



OC Fair & Event Center 2014 Top Line Budget

Budget Category	2014 Base	2014 Incremental	2014 Budget	% of Total Expense	2013 Budget Total	2014 Growth Over 2013 Budget - \$	2014 Growth Over 2013 Budget - %
TOTAL REVENUE	34,000,000	(1,104,000)	32,896,000	111%	31,765,791	1,130,209	3%
LABOR EXPENSE							
5010 Salaries/Wages - Permanent	5,314,696	44,396	5,359,092	18%	5,251,977	107,115	2%
5011 Salaries/Wages - Overtime	85,000	-	85,000	0%	118,140	(33,140)	-39%
5012 Payroll Taxes - FT	413,077	3,396	416,473	1%	410,355	6,118	1%
5013 Medical Insurance - FT	1,081,548	8,867	1,090,415	4%	1,074,361	16,054	1%
5014 PERS - FT	1,143,389	9,374	1,152,763	4%	1,090,476	62,287	5%
5015 Workers' Comp - FT	331,960	2,722	334,682	1%	319,117	15,565	5%
5016 Unemployment Ins - FT	110,000	-	110,000	0%	74,000	36,000	33%
5017 Compensated Abs - FT	20,000	-	20,000	0%	90,000	(70,000)	-350%
TOTAL FULL TIME LABOR	8,499,670	68,755	8,568,425	29%	8,428,426	139,999	2%
5020 Wages - Temporary	3,790,265	84,800	3,875,065	13%	3,825,528	49,537	1%
5021 Wages - Overtime - PT	7,000	-	7,000	0%	15,800	(8,800)	-126%
5022 Payroll Taxes - PT	67,500	1,300	68,800	0%	67,931	869	1%
5023 Employee Ins - PT	5,700	-	5,700	0%	11,287	(5,587)	-98%
5024 PERS - PT	44,000	-	44,000	0%	37,361	6,639	15%
5025 Workers' Comp - PT	235,000	5,500	240,500	1%	230,479	10,021	4%
TOTAL TEMP LABOR	4,156,640	91,600	4,248,240	14%	4,188,386	59,854	1%
TOTAL LABOR EXPENSE	12,656,310	160,355	12,816,665	43%	12,616,812	199,853	2%
NON-LABOR EXPENSE							
5040 Employee Travel	30,518	916	31,433	0%	41,775	(10,342)	-33%
5045 Employee Training	41,200	1,236	42,436	0%	39,953	2,483	6%
5046 Employee Relations	23,646	709	24,356	0%	25,600	(1,244)	-5%
5050 Recruiting Expense	6,194	186	6,380	0%	16,612	(10,232)	-160%
5100 Professional Services	1,431,035	42,931	1,473,966	5%	1,595,708	(121,742)	-8%
5101 Orange County Sheriff	501,253	15,038	516,290	2%	497,500	18,790	4%
5102 Costa Mesa PD	378,539	11,356	389,896	1%	396,700	(6,804)	-2%
5105 Contractor Travel Expense	30,418	913	31,331	0%	44,905	(13,574)	-43%
5110 Legal Services	151,831	4,555	156,386	1%	183,500	(27,114)	-17%
5115 Audit Services	37,000	1,110	38,110	0%	37,000	1,110	3%
5120 Web Development Services	59,801	1,794	61,595	0%	40,500	21,095	34%
5125 Media Services	322,974	9,689	332,663	1%	385,327	(52,664)	-16%
5140 Judging Services	38,926	1,168	40,094	0%	30,758	9,336	23%
5150 Directors Expense	2,409	72	2,482	0%	4,000	(1,518)	-61%
5155 Directors Meeting Expense	10,932	328	11,260	0%	8,250	3,010	27%
5190 Insurance Expense	309,636	(29,989)	279,647	1%	223,762	55,885	20%
5200 Office Supplies	132,744	3,982	136,726	0%	159,353	(22,627)	-17%
5201 Signs/Banners & Assoc Supplies	81,384	2,442	83,825	0%	114,442	(30,617)	-37%
5202 Decorations/Props & Assoc Supplies	126,930	3,808	130,738	0%	128,374	2,364	2%
5205 Small Equip	30,506	915	31,421	0%	84,713	(53,292)	-170%
5207 Audio Visual & Assoc Supplies	25,116	15,753	40,870	0%	41,829	(959)	-2%
5208 Software	36,106	1,083	37,189	0%	19,333	17,856	48%
5209 Computer Hardware & Peripherals	32,838	985	33,824	0%	27,986	5,838	17%
5210 Farm Supplies	61,935	1,858	63,794	0%	61,737	2,057	3%
5215 Tickets/Wristbands	66,569	1,997	68,566	0%	39,975	28,591	42%
5220 Equip Rental	2,200,808	98,024	2,298,833	8%	1,906,734	392,099	17%
5230 Equipment - Maintenance & Supplies	127,286	12,715	140,000	0%	140,668	(668)	0%
5235 Equipment - Gas & Oil	101,368	3,041	104,409	0%	48,371	56,038	54%
5240 Uniform Expense	56,261	1,688	57,949	0%	69,138	(11,189)	-19%
5245 Laundry Expense	3,458	104	3,561	0%	2,050	1,511	42%
5270 Telephone	85,819	2,575	88,393	0%	79,002	9,391	11%
5272 Data Access	40,118	1,204	41,321	0%	40,471	850	2%
5280 Postage	26,916	807	27,723	0%	32,270	(4,547)	-16%
5300 Buildings & Grounds Supply	149,097	4,473	153,570	1%	163,077	(9,507)	-6%

OC Fair & Event Center 2014 Top Line Budget

Budget Category	2014 Base	2014 Incremental	2014 Budget	% of Total Expense	2013 Budget Total	2014 Growth Over 2013 Budget - \$	2014 Growth Over 2013 Budget - %
5301 Repairs-Facility Doors	17,541	526	18,067	0%	31,547	(13,480)	-75%
5302 AC/Heater Systems	46,465	1,394	47,859	0%	44,968	2,891	6%
5303 Pest Control	28,955	869	29,824	0%	30,637	(813)	-3%
5304 Facility Safety Systems	17,305	519	17,825	0%	14,629	3,196	18%
5305 Contracted Landscape Maintenance	53,570	1,607	55,177	0%	56,613	(1,436)	-3%
5306 Recycling/Doc Disposal	1,799	54	1,853	0%	1,580	273	15%
5310 Trash Removal	92,255	2,768	95,023	0%	97,278	(2,255)	-2%
5311 Sewer Assessment	42,028	1,261	43,289	0%	39,116	4,173	10%
5312 Parking Lot Sweeping	195,338	5,860	201,198	1%	150,775	50,423	25%
5313 Outside Janitorial	334,913	10,047	344,960	1%	350,047	(5,087)	-1%
5314 Outside Trash Removal	402,121	12,064	414,185	1%	506,701	(92,516)	-22%
5315 Outside Services	7,635	229	7,864	0%	13,000	(5,136)	-65%
5320 Utilities - Electricity	933,926	28,018	961,944	3%	840,363	121,581	13%
5322 Utilities - Gas	7,715	231	7,946	0%	7,250	696	9%
5324 Utilities - Water	184,929	5,548	190,477	1%	211,598	(21,121)	-11%
5330 Special Repairs	1,062	32	1,094	0%	15,945	(14,851)	-1357%
5331 Special Repairs - Electrical	76,856	22,306	99,162	0%	101,234	(2,072)	-2%
5332 Special Repairs-Plumbing	80,080	2,402	82,483	0%	82,922	(439)	-1%
5333 Special Repairs-Carpentry	16,695	501	17,196	0%	19,979	(2,783)	-16%
5334 Special Repairs-Painting	25,960	779	26,739	0%	43,411	(16,672)	-62%
5335 Special Repairs- Fence Repair	11,446	343	11,790	0%	9,476	2,314	20%
5336 Special Repairs-Landscape	52,062	1,562	53,624	0%	60,736	(7,112)	-13%
5337 Special Repairs-Asphalt	75,742	2,272	78,014	0%	83,381	(5,367)	-7%
5338 Special Repairs-Janitorial	207,638	6,229	213,868	1%	179,188	34,680	16%
5350 Rental of Facilities	7,395	222	7,616	0%	17,001	(9,385)	-123%
5356 Perf Merch Sales Comm	210,503	6,315	216,819	1%	217,619	(800)	0%
5410 Special Projects	21,056	632	21,688	0%	25,907	(4,219)	-19%
5430 Photography	9,850	296	10,146	0%	9,258	888	9%
5440 Contest Supplies	6,473	194	6,667	0%	1,814	4,853	73%
5445 Printing	121,895	3,657	125,552	0%	76,200	49,352	39%
5450 Advertising - Outdoor	133,330	4,000	137,330	0%	75,700	61,630	45%
5451 Advertising - Radio	306,013	9,180	315,193	1%	318,629	(3,436)	-1%
5452 Advertising - TV	399,412	11,982	411,394	1%	425,907	(14,513)	-4%
5453 Advertising - Print	195,765	5,873	201,638	1%	233,544	(31,906)	-16%
5454 Advertising - Online	89,647	2,689	92,336	0%	101,764	(9,428)	-10%
5460 Promo Material	46,872	1,406	48,278	0%	88,482	(40,204)	-83%
5472 Promotional Offsite Booth Space	5,888	177	6,065	0%	-	6,065	100%
5475 Public Relations Functions	63,808	1,914	65,722	0%	120,480	(54,758)	-83%
5476 Customer Satisfaction Expense	1,700	51	1,751	0%	1,700	51	3%
5479 Manager's PR Functions	2,517	75	2,592	0%	4,967	(2,375)	-92%
5480 Creative Design/Production Services	760	23	783	0%	6,000	(5,217)	-666%
5490 Sponsorship & Sales	235,450	7,064	242,514	1%	199,783	42,731	18%
5710 Cash Premium Expenses	86,362	2,591	88,953	0%	89,484	(531)	-1%
5720 Rib/Trophy/Award	29,658	890	30,548	0%	28,388	2,160	7%
5740 Competition Handbook Publication	7,533	226	7,759	0%	7,171	588	8%
5750 Shared Commission	18,998	570	19,567	0%	-	19,567	100%
5761 JLA - Sellers Expense	247,151	7,415	254,565	1%	264,283	(9,718)	-4%
5762 JLA - Meals	2,250	68	2,318	0%	1,500	818	35%
5763 JLA - Other	-	-	-	0%	1,836	(1,836)	0%
5770 Arena/Hangar Acts	489,851	14,696	504,547	2%	512,805	(8,258)	-2%
5780 Ground Acts	647,595	219,428	867,023	3%	658,138	208,885	24%
5790 Headline Acts	2,658,910	79,767	2,738,677	9%	2,713,175	25,502	1%
5795 Performer Hospitality	100,851	3,026	103,876	0%	87,834	16,042	15%
5906 Sales & Use Tax Exp	37,306	1,119	38,425	0%	35,798	2,627	7%
5910 Dues, Subscriptions, Assoc Fees & Lic	24,571	737	25,308	0%	28,636	(3,328)	-13%
5911 Deposit Refund	-	-	-	0%	1,875	(1,875)	0%
5921 Chargebacks	590	18	608	0%	-	608	100%
5925 Bank/Credit Card Fees	259,781	7,793	267,574	1%	234,367	33,207	12%

OC Fair & Event Center 2014 Top Line Budget

Budget Category	2014 Base	2014 Incremental	2014 Budget	% of Total Expense	2013 Budget Total	2014 Growth Over 2013 Budget - \$	2014 Growth Over 2013 Budget - %
5935 Ticket Printing Fee	35,319	1,060	36,379	0%	51,516	(15,137)	-42%
5980 Cash Over/Short	11,267	(3,267)	8,000	0%	13,173	(5,173)	-65%
5990 Miscellaneous Expense	17,473	524	17,997	0%	13,822	4,175	23%
TOTAL NON-LABOR EXPENSE	16,209,410	719,295	16,928,705	57%	16,392,303	536,402	3%
TOTAL EXPENSE	28,865,720	879,650	29,745,370	100%	29,009,115	736,255	2%
NET INCOME BEFORE DEPRECIATION	5,134,280	(1,983,650)	3,150,630		2,756,676	393,954	13%
5390 Major Projects		268,200	268,200		362,000	(93,800)	-35%
NET INCOME BEFORE DEPRECIATION	5,134,280	(2,251,850)	2,882,430		2,394,676	487,754	17%
5900 Depreciation Expense	2,961,022	38,831	2,999,853		2,961,022	38,831	1%
NET INCOME	2,173,258	(2,290,681)	(117,423)		(566,346)	448,924	0%
NL Expense Categories/Groupings >\$1M	10,119,980	535,599	10,655,579	36%	10,246,776	408,803	4%
% of Total Non-Labor Expense			63%				



Board of Directors Agenda Report

MEETING DATE: DEC. 19, 2013 ITEM NUMBER: 9C

SUBJECT: Review and Approve Proposed Veterans Exhibit Site

DATE: December 13, 2013

FROM: Doug Lofstrom, CEO

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

Review and approve proposed Veterans Exhibit site.

BACKGROUND

The attached aerial identifies the proposed site for the new Veterans Exhibit. This site was identified because of its ease of access for year round use, exposure to significant weekend foot traffic, proximity to existing year round educational opportunities, and the ability to operate during other year round events on the fairgrounds. This proposed location also supports the development of an educational area on the fairgrounds.

I've asked Michele Richards to serve as the Staff liaison with the Board's Veterans Memorial Task Force in the further development of this project. Joining Michele as part of her team will be Joan Hamill, OCFEC Director of Community Relations, and Jason Jacobsen, OCFEC Director of Planning & Presentation. All three of these individuals have been valuable in the development of the Workers Memorial and other key educational projects for the OC Fair & Event Center.

