



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

**NOTICE OF MEETING**  
32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, January 23, 2014**  
**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

**32<sup>nd</sup> 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 32<sup>nd</sup> 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](http://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 December 19, 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-01-14GE; SA-02-14GE; SA-03-14GE; SA-04-14GE; SA-05-14GE; SA-06-14GE; SA-07-14GE; SA-08-14GE; SA-09-14GE; SA-10-14GE; SA-11-14GE; SA-12-14GE; SA-13-14GE; SA-14-14GE; SA-15-14GE; SA-16-14GE; SA-17-14GE; SA-18-14GE; SA-19-14GE; SA-20-14GE; SA-22-14MA; SA-23-14CF; SA-24-14GE; SA-26-14LS

- B. Amendments: SA-16-11SS (Amend. #2); SA-01-09TR (Amend. #4);  
SA-24-13PS (Amend. #3); SA-17-11FA (Amend. #1); SA-14-11PS (Amend. #4);  
SA-50-11CS (Amend. #3)
- C. Interagency Agreements: OCF-01-14IA; SA-25-14IA
- D. Letters of Understanding: none
- E. Rental Agreements: R-225-13; R-226-13; R-227-13; R-228-13; R-229-13; R-007-14;  
R-013-14; R-017-14; R-024-14; R-029-14; R-030-14; R-031-14; R-032-14; R-037-14;  
R-043-14; R-044-14; R-045-14; R-046-14; R-048-14; R-052-14; R-056-14; R-058-14;  
R-059-14; R-060-14; R-061-14; R-062-14; R-063-14; R-064-14; R-065-14; R-066-14;  
R-067-14; R-068-14; R-069-14; R-070-14; R-071-14; R-072-14; R-073-14; R-074-14;  
R-075-14; R-076-14; R-077-14; R-078-14; R-079-14; R-080-14; R-081-14; R-082-14;  
R-083-14; R-084-14; R-085-14; R-086-14; R-087-14; R-091-14; R-092-14; R-093-14
- F. Active Joint Powers Authority Agreements: 03213043

*-End of Consent Calendar-*

## **9. GOVERNANCE PROCESS**

### **A. Committee / Task Force / Liaison Reports**

Information Item

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

- i. 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 Revision to Board Policy 4.2.5**

Action Item

### **C. Pacific Amphitheatre Seat Replacement Project**

Action Item

## **10. CLOSED SESSION (Closed to the Public)**

- A. Lease Negotiations with Tel-Phil Enterprises – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to advise its negotiators, Douglas La Belle and Stan Tkaczyk, with respect to the terms and conditions of the lease of a portion of the Orange County Fairgrounds

known as Main Parking Lot A with Tel Phil Enterprises, Inc. Negotiations would be conducted with Jeffrey Teller of Tel Phil Enterprises, Inc or his representatives.

- B. Pending Litigation – Pursuant to the provisions of Government Code Section 11126(e), the Board will meet with legal counsel with regard to pending litigation in the matter of Mosley, et al. v. 32<sup>nd</sup> District Agricultural Association, et al., Orange County Superior Court No. 00326336.
- C. Lease Negotiations with Orange Coast College – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to consider a proposed lease of a portion of the Orange County Fairgrounds at the corner of Fairview and Arlington for the construction of a parking structure. The negotiator for the Association is Doug Loftstrom.

**11. BOARD OF DIRECTORS MATTERS OF INFORMATION**

**12. NEXT BOARD MEETING: FEBRUARY 27, 2014**

**13. ADJOURNMENT**

Respectfully submitted,  
OC Fair & Event Center

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

Doug Lofstrom  
Secretary-Treasurer  
Chief Executive Officer, OC FEC

Date of notice: 4:00 p.m. January 13, 2014



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

#### Statement of Cash Flows

As of November 30, 2013, OCFEC's cash on hand is \$29,675,024, an increase of \$6,867,577 during 2013. Operating activities have resulted in a net cash inflow of \$9,867,468 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,999,891 to date.

#### Balance Sheet

There are no significant changes to the balance sheet.

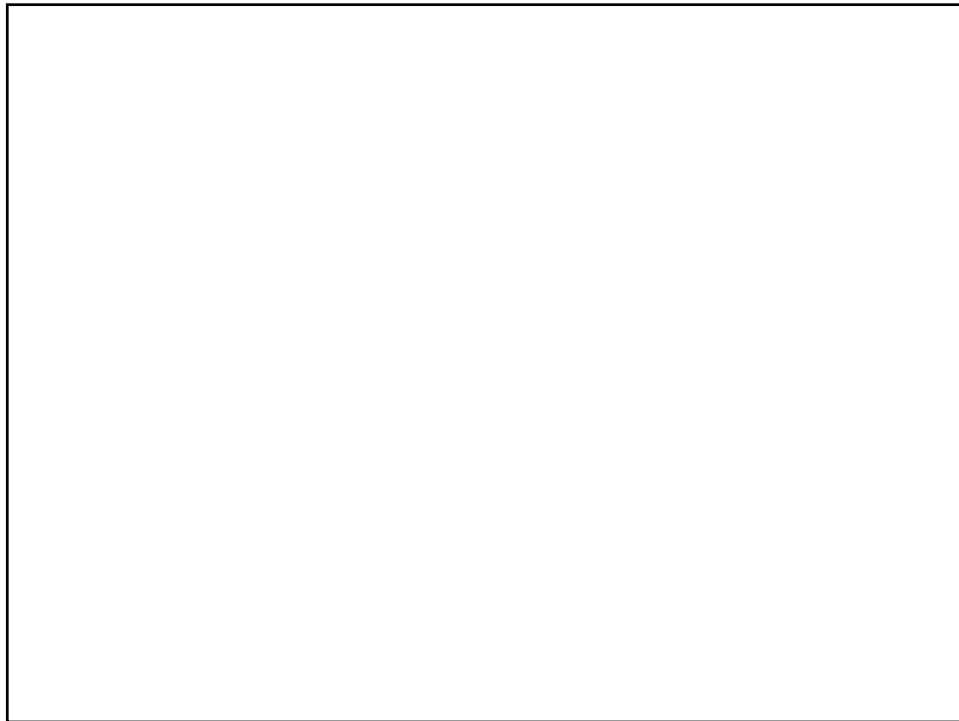
#### Income Statement

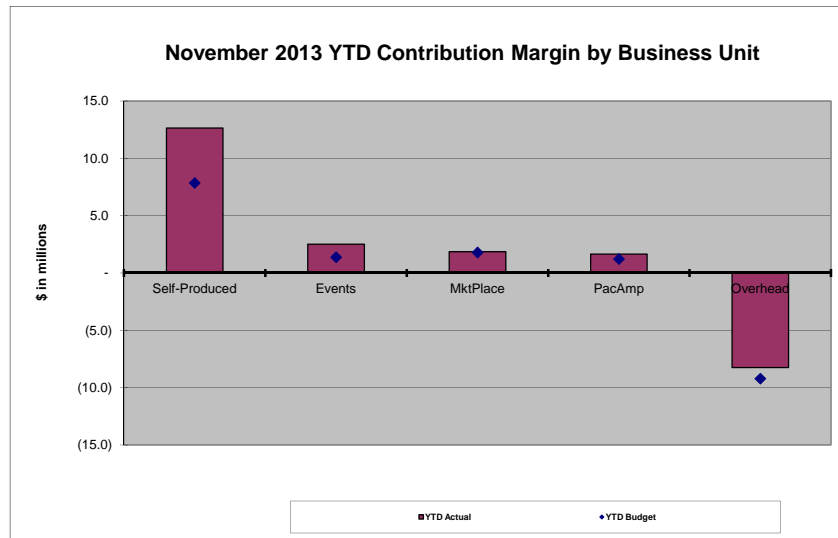
November 2013 year-to-date revenues exceed expenses by \$7,671,378, which is favorable to the budgeted net proceeds of \$298,730 by \$7,372,649. Excluding Major Projects, for which the entire 2013 budget of \$362K was loaded in January, net proceeds year-to-date are favorable to budget by \$7,140,684.

Total year-to-date revenues of \$36,810,222 are favorable to budget by \$5,841,423 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 \$707K and Event Services Rental of Facilities Revenue exceeds budget by \$306K.

Total year-to-date operating expenses of \$26,190,483 are favorable to budget by \$1,403,316. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.3M due primarily to unfilled positions and less than anticipated employee benefits expense. Insurance Expense exceeds budget by \$57K 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 \$286K primarily due to increases in production costs (sound and video) for the Pac Amp, Hangar and ASA.

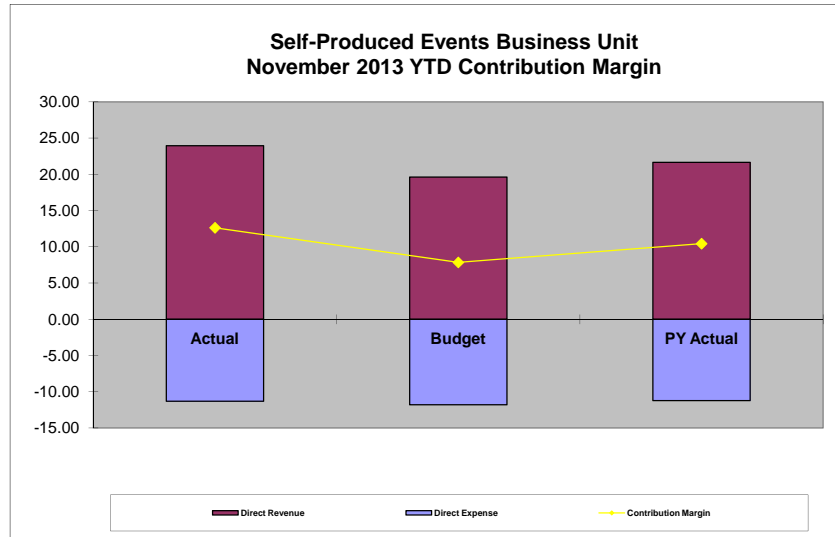
**32<sup>nd</sup> DAA**  
**OC Fair & Event Center**  
**Year to Date**  
**Business Unit Financial Results**  
  
**As of November 30, 2013**





**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of November, 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	12.6	7.8	10.4	7.8
Events Business Unit	2.5	1.4	2.2	1.4
MarketPlace Business Unit	1.8	1.8	1.7	2.0
Pacific Amphitheatre Business Unit	1.6	1.2	2.0	1.2
<b>Total Business Unit Contribution Margin</b>	<b>18.6</b>	<b>12.2</b>	<b>16.4</b>	<b>12.4</b>
Net Overhead Expense (Cash)	(8.2)	(9.2)	(7.2)	(10.0)
<b>Net Cash Provided (Used) Subtotal</b>	<b>10.4</b>	<b>3.0</b>	<b>9.2</b>	<b>2.4</b>
Capital Expenditures	(3.0)		(3.5)	(11.2)
Balance Sheet Changes	(0.6)		0.5	-
<b>Net Increase (Decrease) in Cash</b>	<b>6.8</b>	<b>3.0</b>	<b>6.2</b>	<b>(8.8)</b>

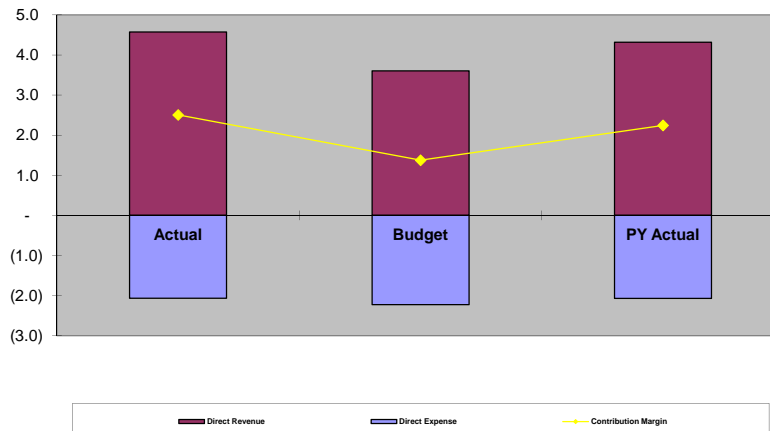


**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of November, 2013**

	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
<b>Total Direct Revenue</b>	<b>23.9</b>	<b>19.6</b>	<b>21.7</b>	<b>20.0</b>
Payroll/Related	3.8	3.9	3.8	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	1.4	1.5	1.4	1.5
<b>Total Direct Expense</b>	<b>11.3</b>	<b>11.8</b>	<b>11.2</b>	<b>12.2</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$12.6</b>	<b>\$7.8</b>	<b>\$10.4</b>	<b>\$7.8</b>



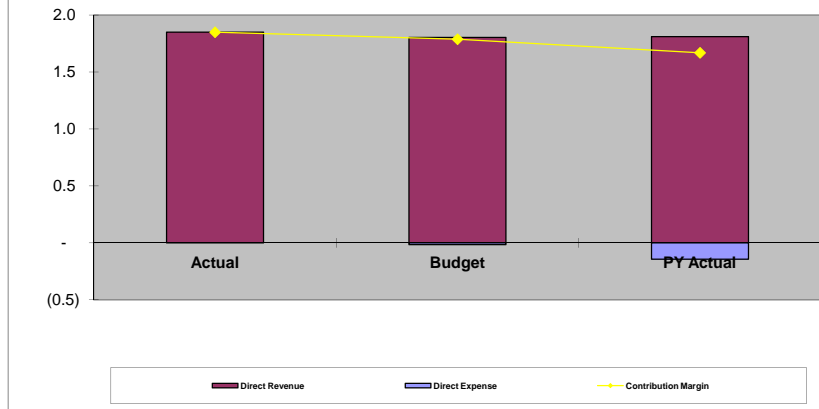
**Year-Round Events Business Unit  
November 2013 YTD Contribution Margin**



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

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.1	\$0.9	\$1.1	\$1.0
Personnel Services	1.0	0.7	0.8	0.7
Concessions	0.7	0.6	0.7	0.6
Equipment Rentals	0.6	0.4	0.5	0.4
Admissions/Parking	1.1	1.0	1.1	1.0
Other Revenue	0.1	0.1	0.1	0.1
<b>Total Direct Revenue</b>	<b>4.6</b>	<b>3.6</b>	<b>4.3</b>	<b>3.8</b>
Payroll/Related	1.5	1.7	1.5	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
<b>Total Direct Expense</b>	<b>2.1</b>	<b>2.2</b>	<b>2.1</b>	<b>2.4</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$2.5</b>	<b>\$1.4</b>	<b>\$2.2</b>	<b>\$1.4</b>

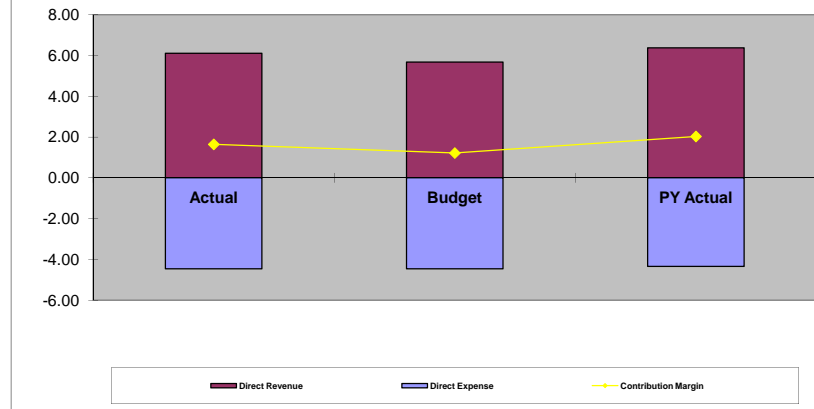
**Market Place Business Unit  
November 2013 YTD Contribution Margin**



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

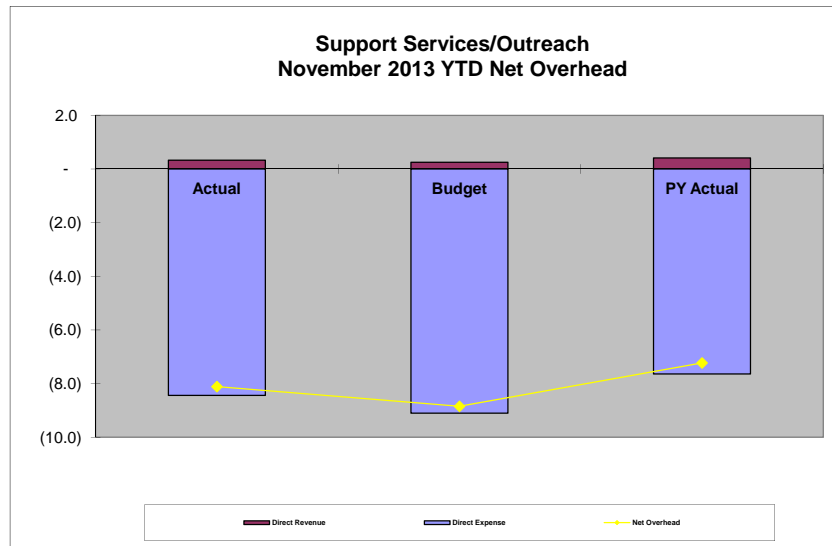
	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.8	\$1.8	\$1.8	\$2.0
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$1.8	\$1.8	\$1.8	\$2.0
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.1	\$0.0
Total Direct Expense	\$0.0	\$0.0	\$0.1	\$0.0
Contribution to Overhead and CapEx	\$1.8	\$1.8	\$1.7	\$2.0

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



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of November, 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
<b>Total Direct Revenue</b>	<b>6.1</b>	<b>5.7</b>	<b>6.4</b>	<b>5.7</b>
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
<b>Total Direct Expense</b>	<b>4.5</b>	<b>4.5</b>	<b>4.3</b>	<b>4.5</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.6</b>	<b>\$1.2</b>	<b>\$2.0</b>	<b>\$1.2</b>



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of November, 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	\$0.2	\$0.1	\$0.2	\$0.1
<b>Total Revenue</b>	<b>\$0.3</b>	<b>\$0.3</b>	<b>\$0.4</b>	<b>\$0.3</b>
Payroll/Related	\$5.2	\$6.1	\$4.8	\$6.7
Facility/Related	\$1.7	\$1.7	\$1.6	\$1.8
Supplies/Telephone/Postage	\$0.6	\$0.6	\$0.5	\$0.6
Outside Services	\$0.5	\$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
<b>Total Expense</b>	<b>\$8.4</b>	<b>\$9.1</b>	<b>\$7.6</b>	<b>\$9.9</b>
<b>Net Overhead</b>	<b>(\$8.1)</b>	<b>(\$8.9)</b>	<b>(\$7.2)</b>	<b>(\$9.6)</b>
Non-Cash Expenses:				
Depreciation Expense	\$2.7	\$2.7	\$2.7	\$3.0
<b>Total Non-Cash Expense</b>	<b>\$2.7</b>	<b>\$2.7</b>	<b>\$2.7</b>	<b>\$3.0</b>

**Note: Includes education/outreach program expenditures of \$835K**

**32nd D A A - OC Fair & Event Center**  
**Income Statement (Unaudited)**  
**Year to Date as of November, 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
<b>Revenues</b>								
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	91,065	58,229	32,836	56.4%	98,475	(7,410)	-7.5%	58,250
Attractions Revenue	4,093,978	3,563,000	530,978	14.9%	4,095,657	(1,679)	0.0%	3,867,000
Miscellaneous Revenue	5,032,693	4,356,200	676,493	15.5%	4,301,893	730,799	17.0%	4,370,700
<b>Total OCFEC-Produced Event Revenue</b>	<b>29,839,627</b>	<b>25,089,429</b>	<b>4,750,198</b>	<b>18.9%</b>	<b>27,829,260</b>	<b>2,010,368</b>	<b>7.2%</b>	<b>25,457,950</b>
Facility Rental Revenue	2,990,810	2,684,400	306,410	11.4%	2,928,133	62,677	2.1%	2,982,100
Other Event Revenue	3,560,144	2,853,506	706,638	24.8%	3,326,313	233,832	7.0%	2,959,556
Equestrian Center Revenue	108,788	91,666	17,122	18.7%	97,121	11,667	12.0%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	140,775	140,581	194	0.1%	133,516	7,259	5.4%	144,685
<b>Total Rental Revenue</b>	<b>6,800,517</b>	<b>5,770,153</b>	<b>1,030,365</b>	<b>17.9%</b>	<b>6,485,083</b>	<b>315,434</b>	<b>4.9%</b>	<b>6,186,341</b>
Interest Earnings	60,415	64,467	(4,051)	-6.3%	64,353	(3,937)	-6.1%	70,500
Grants	59,957	43,750	16,207	37.0%	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%	-
<b>Total Non-Operating Revenue</b>	<b>170,077</b>	<b>109,217</b>	<b>60,860</b>	<b>55.7%</b>	<b>254,409</b>	<b>(84,332)</b>	<b>-33.1%</b>	<b>121,500</b>
<b>Total Revenue</b>	<b>\$ 36,810,222</b>	<b>\$ 30,968,799</b>	<b>\$ 5,841,423</b>	<b>18.9%</b>	<b>\$ 34,568,752</b>	<b>\$ 2,241,470</b>	<b>6.5%</b>	<b>\$ 31,765,791</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 10,565,263	\$ 11,870,823	\$ 1,305,560	11.0%	\$ 10,119,530	\$ (445,733)	-4.4%	\$ 12,740,754
Professional Services Expense	2,817,807	3,042,836	225,028	7.4%	2,524,716	(293,091)	-11.6%	3,211,898
Directors Expense	12,707	11,500	(1,207)	-10.5%	11,761	(945)	-8.0%	12,250
Insurance Expense	251,436	194,662	(56,774)	-29.2%	199,008	(52,428)	-26.3%	223,762
Telephone & Postage Expense	136,064	139,907	3,843	2.7%	136,273	209	0.2%	151,743
Supplies and Equipment Expense	3,067,855	2,782,286	(285,570)	-10.3%	2,711,087	(356,769)	-13.2%	2,844,702
Facility and Related Expense	2,961,306	3,023,153	61,847	2.0%	2,906,721	(54,584)	-1.9%	3,172,451
Publicity & Related Expense	1,589,014	1,662,489	73,476	4.4%	1,921,900	332,886	17.3%	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%	270,580	(851)	-0.3%	274,790
Premium Expense	114,734	117,872	3,138	2.7%	115,470	736	0.6%	117,872
Other Operating Expense	367,956	361,211	(6,745)	-1.9%	351,159	(16,796)	-4.8%	379,189
<b>Total Operating Expense</b>	<b>26,190,483</b>	<b>27,593,799</b>	<b>1,403,316</b>	<b>5.1%</b>	<b>25,283,353</b>	<b>(907,130)</b>	<b>-3.6%</b>	<b>29,009,115</b>
Depreciation Expense	2,714,270	2,714,270	(0)	0.0%	2,670,964	(43,306)	-1.6%	2,961,022
Major Projects	130,035	362,000	231,965	64.1%	-	(130,035)	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	104,055	-	(104,055)	N/A	133,215	29,161	N/A	-
<b>Total Non-Operating Expense</b>	<b>2,948,360</b>	<b>3,076,270</b>	<b>127,910</b>	<b>4.2%</b>	<b>2,804,179</b>	<b>(144,181)</b>	<b>-5.1%</b>	<b>3,323,022</b>
<b>Total Expense</b>	<b>\$ 29,138,843</b>	<b>\$ 30,670,069</b>	<b>\$ 1,531,226</b>	<b>9.2%</b>	<b>\$ 28,087,532</b>	<b>\$ (1,051,311)</b>	<b>-8.7%</b>	<b>\$ 32,332,137</b>
<b>Net Proceeds</b>	<b>\$ 7,671,378</b>	<b>\$ 298,730</b>	<b>\$ 7,372,649</b>	<b>2468.0%</b>	<b>\$ 6,481,220</b>	<b>\$ 1,190,158</b>	<b>18.4%</b>	<b>\$ (566,346)</b>

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

	2013	2012
<b>Assets</b>		
Cash	\$ 650,579	\$ 721,717
Investments	29,024,447	23,008,198
Accounts Receivable	553,808	383,806
Reserve for Bad Debt	(50,565)	(29,755)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>30,178,269</b>	<b>24,083,966</b>
Deferred Expenses	234	28,029
Capital Projects in Process	3,484,638	5,227,194
Land	133,553	133,553
Buildings and Improvements	34,648,569	32,205,259
Equipment	591,316	1,117,172
<b>Long Term Assets</b>	<b>38,858,310</b>	<b>38,711,207</b>
<b>Total Assets</b>	<b>\$ 69,036,578</b>	<b>\$ 62,795,173</b>
<b>Liabilities</b>		
Accounts Payable	\$ 190,227	\$ 539,916
Deferred Revenue	327,245	230,070
Other Payroll Deductions	274,671	235,432
Deposits	35,000	30,000
Other Liabilities	174	174
<b>Short Term Liabilities</b>	<b>827,318</b>	<b>1,035,592</b>
Compensated Absence Liability	1,017,638	1,017,254
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b>1,017,638</b>	<b>1,017,254</b>
<b>Total Liabilities</b>	<b>1,844,956</b>	<b>2,052,846</b>
<b>Resources</b>		
Investment in Capital Assets	38,905,319	38,683,178
Net Resources - Designated Use	728,958	742,012
Restricted Capital	-	250,000
Net Resources Available for Operations	19,858,739	14,560,392
Net Resources - Auction Fund	27,229	25,525
	59,520,244	54,261,107
Net Proceeds from Operations	7,671,378	6,481,220
<b>Total Resources</b>	<b>67,191,623</b>	<b>60,742,326</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 69,036,578</b>	<b>\$ 62,795,173</b>

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

**Cash Flows from Operating Activities:**

**YTD 2013**

<b>Net Proceeds</b>	<b>\$7,671,378</b>
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**Non-Cash Expenses:**

Depreciation Expense	2,714,270
Loss on Disposal of Assets	0

**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	410,040
(Incr) Decr in Other Assets	24,228
Incr (Decr) in Accounts Payable	(663,352)
Incr (Decr) in Other Accrued Liabilities	(289,096)
Subtotal	(518,180)

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

**9,867,468**

**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(2,999,891)

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

**(2,999,891)**

<b>Net Increase (Decrease) in Cash</b>	<b>\$6,867,577</b>
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Cash at Beginning of Year	22,807,447
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**Cash at End of Period**

**\$29,675,024**

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

<b>Description</b>	<b>2013 Budget</b>	<b>2013 Spent</b>	<b>2013 Remaining</b>
<b>Buildings and Improvements</b>			
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	2,585,085.53	7,414,914.47
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	592.50	19,407.50
Santa Ana Pavilion Roof Replacement	170,000.00	132,987.66	37,012.34
IT/Creative Svcs Office Remodel	60,000.00	0.00	60,000.00
Agriculture Memorial	0.00	6,642.56	(6,642.56)
<b>Total Buildings and Improvements</b>	<b>10,847,000.00</b>	<b>2,889,374.40</b>	<b>7,957,625.60</b>
<b>Carnival Improvements</b>			
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
<b>Total Carnival Improvements</b>	<b>220,000.00</b>	<b>12,497.07</b>	<b>207,502.93</b>
<b>Equipment</b>			
Bldg 10: Screen Curtains	10,000.00	29,046.00	(19,046.00)
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
<b>Total Equipment</b>	<b>101,000.00</b>	<b>98,020.05</b>	<b>2,979.95</b>
<b>Total Capital Expenditures</b>	<b>11,168,000.00</b>	<b>2,999,891.52</b>	<b>8,168,108.48</b>
<b>Major Projects</b>			
ASA Repainting	160,000.00	0.00	160,000.00
Costa Mesa Bldg - Paint Interior	40,000.00	4,155.00	35,845.00
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	61,094.50	(61,094.50)
Sales Dept Office Buildout	0.00	16,242.50	(16,242.50)
Bldg 12: South Fascia	0.00	14,770.00	(14,770.00)
Pac Amp Amenities	0.00	5,286.13	(5,286.13)
<b>Total Major Projects</b>	<b>362,000.00</b>	<b>130,035.41</b>	<b>231,964.59</b>
<b>Total Capital Expenditures</b>	<b>11,530,000.00</b>	<b>3,129,926.93</b>	<b>8,400,073.07</b>



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

Check No.	Date	Vendor Name	Amount
EQ2725073013	12/02/13	Paypal, Inc.	59.95
73670	12/04/13	Association of State CA Supervisors	72.00
73671	12/04/13	AT&T	37.52
73672	12/04/13	AT&T	100.00
73673	12/04/13	California Technology Agency	702.00
73674	12/04/13	Commercial Cleaning Systems, Inc.	1,581.25
73675	12/04/13	Favorday Church	2,940.50
73676	12/04/13	Fire Sprinkler Inspections, Inc.	450.00
73677	12/04/13	IUOE, Craft/Maint. Division	1,038.00
73678	12/04/13	Jose A. Diaz	12.00
73679	12/04/13	Manatt, Phelps & Phillips, LLP	12,195.04
73680	12/04/13	Marie Torres	84.69
73681	12/04/13	Mesa Water District	14,947.15
73682	12/04/13	Michele A. Richards	29.00
73683	12/04/13	Murtaugh Meyer Nelson & Treglia, LLP	3,708.75
73684	12/04/13	Orange County Employees Association	1,854.00
73685	12/04/13	Peter James Riojas	420.00
73686	12/04/13	Platinum Resource Group	1,560.00
73687	12/04/13	Roy Englebrecht Promotions	7.98
73688	12/04/13	SEIU Local 1000 CA State Employees Asso.	1,803.83
73689	12/04/13	Sound Media Fusion, LLC	3,750.00
73690	12/04/13	State Disbursement Unit	953.00
73691	12/04/13	United States Treasury	953.84
E14054473	12/10/13	Public Employees Retirement System	98,443.04
E14059033	12/10/13	Public Employees Retirement System	5,095.80
73692	12/11/13	AT&T	717.52
73693	12/11/13	Blue Cross Of California	15,185.21
73694	12/11/13	Blue Shield Of California	37,180.64
73695	12/11/13	Byer Geotechnical, Inc.	7,950.00
73696	12/11/13	California Fair Services Authority	2,690.02
73697	12/11/13	Commercial Cleaning Systems, Inc.	1,292.50
73698	12/11/13	DeltaCare USA	758.73
73699	12/11/13	Delta Dental Plan Of California	4,500.71
73700	12/11/13	Department of Forestry & Fire Protection	6,049.00
73701	12/11/13	Eisel Enterprises, Inc.	334.80
73702	12/11/13	Event Production Solutions, LLC	4,795.00
73703	12/11/13	Jennifer La Pean	223.60
73704	12/11/13	Kaiser Permanente	28,151.48
73705	12/11/13	Lisa Sexton	6,612.50
73706	12/11/13	Lopez Works, Inc.	19,986.00
73707	12/11/13	LVR International	11,440.50
73708	12/11/13	Murtaugh Meyer Nelson & Treglia, LLP	238.31

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
73709	12/11/13	nQativ Solutions	18,650.00
73710	12/11/13	Peter James Riojas	240.00
73711	12/11/13	Pinnacle Petroleum, Inc.	1,881.53
73712	12/11/13	Platinum Resource Group	1,248.00
73713	12/11/13	Safeguard Health Plans	91.82
73714	12/11/13	State Disbursement Unit	953.00
73715	12/11/13	The Gas Company	260.40
73716	12/11/13	Ticketmaster	1,392.42
73717	12/11/13	Ware Disposal, Inc.	3,347.31
73718	12/11/13	Ware Disposal, Inc.	5,630.69
73719	12/11/13	Williams Scotsman, Inc.	1,096.21
73720	12/16/13	AWI Builders, Inc.	1,241,431.50
73721	12/18/13	American Express	45.00
73722	12/18/13	Aquatic Service, Inc.	195.00
73723	12/18/13	ASSI Security	135.00
73724	12/18/13	AT&T	2,748.65
73725	12/18/13	California Fairs Financing Authority	221,539.60
73726	12/18/13	California Fair Services Authority	16,773.70
73727	12/18/13	Commercial Cleaning Systems, Inc.	1,265.00
73728	12/18/13	Critical Environments, Inc.	3,343.05
73729	12/18/13	Dana Montague	7.00
73730	12/18/13	Haitbrink Asphalt Paving, Inc.	3,400.00
73731	12/18/13	Heider Engineering Services, Inc.	5,471.00
73732	12/18/13	Herpetorama, Inc. DBA Repticon	1,182.00
73733	12/18/13	International Speedway, Inc.	1,702.18
73734	12/18/13	Jordin Gabriel	255.75
73735	12/18/13	Karma Media Group	6,166.25
73736	12/18/13	Lisa Sexton	6,612.50
73737	12/18/13	MAKE Architecture	3,469.62
73738	12/18/13	Michele A. Richards	52.00
73739	12/18/13	Ovations FanFare, LP	324.21
73740	12/18/13	Southern California Edison	44,551.54
73741	12/18/13	Southern California Indian Center	49.74
73742	12/18/13	Sound Media Fusion, LLC	4,500.00
73743	12/18/13	Sugar Plum Festivals	1,676.00
73744	12/18/13	Verizon Wireless	1,665.83
73745	12/18/13	Willdan Geotechnical	475.00
73746	12/23/13	American Express	4.00
73747	12/23/13	Blue Ribbon Foundation	30,000.00
73748	12/23/13	Cision US, Inc.	1,809.99
73749	12/23/13	Commercial Cleaning Systems, Inc.	2,777.50
73750	12/23/13	Commercial Cleaning Systems, Inc.	1,050.00

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

Check No.	Date	Vendor Name	Amount
73751	12/23/13	Electric Car Sales & Services Inc.	41,796.00
73752	12/23/13	Johanna C. Svensson	20.25
73753	12/23/13	Lisa Sexton	649.78
73754	12/23/13	Douglas Lofstrom	212.85
73755	12/23/13	Loomis Armored US, LLC	87.28
73756	12/23/13	Lopez Works, Inc.	20,498.50
73757	12/23/13	Orange County Treasurer-Tax Collector	147.23
73758	12/23/13	Pacific Clippings	59.00
73759	12/23/13	Pinnacle Landscape Company	4,457.00
73760	12/23/13	Ray Cammack Shows, Inc.	15,000.00
73761	12/23/13	Quijote Corporation dba Sensis	7,730.00
73762	12/23/13	TalentWise	150.00
73763	12/23/13	Ware Disposal, Inc.	485.36
E6CE4314809	12/26/13	US Bank	92,310.83
73764	12/31/13	All American Asphalt, Inc.	140.79
73765	12/31/13	California Technology Agency	702.00
73766	12/31/13	California Fair Services Authority	290.00
73767	12/31/13	Commercial Cleaning Systems, Inc.	1,402.50
73768	12/31/13	DCS Plastering, Inc.	2,750.00
73769	12/31/13	Department of General Services	7,140.00
73770	12/31/13	Electric Car Sales & Services Inc.	1,552.41
73771	12/31/13	International Assoc. Of Fairs & Expos.	1,600.00
73772	12/31/13	Jerry Liu & Associates	1,375.00
73773	12/31/13	Jose Martinez Tree Service, Inc.	950.00
73774	12/31/13	Manatt, Phelps & Phillips, LLP	10,762.18
73775	12/31/13	Michael Buchanan	54.00
73776	12/31/13	Orange County Treasurer-Tax Collector	15,929.57
73777	12/31/13	Pasco Doors	10,182.52
73778	12/31/13	Red Wing Hatchery	181.20
73779	12/31/13	Roy Englebrecht Promotions	1,108.75
73780	12/31/13	Sharon Augenstein	72.00
73781	12/31/13	Sound Media Fusion, LLC	750.00
73782	12/31/13	Southwest Holiday Party	169.00
73783	12/31/13	State Disbursement Unit	953.00
73784	12/31/13	Greg Marks	617.08
E9264469992	12/31/13	Ray Cammack Shows, Inc.	11,182.91
<b>Total December 2013 AP Checks / Electronic Payments</b>			<b>2,193,844.84</b>

<b>OC Fair &amp; Event Center</b> <b>Premium Checks</b> <b>December 2013</b>			
<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
33433	12/19/2013	Vincent Doan	300.00
<b>Total December 2013 Premium Checks</b>			<b>\$300.00</b>

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD DECEMBER 19, 2013**

**1. CALL TO ORDER:**

Chair Tkaczyk called the meeting to order at 9:04 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, Director Ellis, Director La Belle, Director Berardino, and Director Mouet

**DIRECTORS ABSENT/EXCUSED:**

Vice Chair Aitken, Director Tucker, Director Dodge, Director Jahangiri

**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; 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; Clint Eastman, CPMG; Mike Robbins; Jeanine Robbins; Stewart Suchman, OCMP; Ryan Miller, OCMP; Reggie Mundekis; Roy Englebrecht, Fight Club OC; Carina Franck-Pantone, OCEA; Bobby McDonald; Dennis Esslinger, OCWS; Juan Quintero, Ovations; Theresa Sears; Bill Kelly, Kelly Associates Management Group LLC; Michael Quibuyen; Lezlee Neebe, OCEA President; Terry McCarty; Jeff Sharp, Marching Through History; Cornell Illiescu, Noble Cause Foundation; Bobby McDonald, Orange County Veteran's Advisory Council; Howard Lindsay; Ron Lane, Marching Through History; Robert Palazzola, Costa Mesa Historical Society

**9. GOVERNANCE PROCESS:**

**C. Review and Approve Proposed Veterans Exhibit Site**

Action Item

Chair Tkaczyk moved Item 9C up in the agenda.

Doug Lofstrom, OCFEC CEO, presented the staff report and recommendation.

Director Berardino thanked Lofstrom and staff for the ideal placement of the Veteran's Exhibit.

Director Berardino then introduced Michael Quibuyen from California State Assemblymember Sharon Quirk-Silva's office and Lezlee Neebe, the President of OCEA. He then spoke about his discussions with Daryl Steinberg's office regarding the exhibit.

Bobby McDonald, Chair of the Orange County Veteran's Advisory Council, spoke in support of the placement of the Veterans Exhibit, conveying the support of his membership.

Cornell Iliescu, Noble Cause Foundation, spoke in support of the Veterans Exhibit.

Jeff Sharp, Executive Director of Marching Through History, spoke in support of the Veterans Exhibit.

Terry McCarty spoke in support of the Veterans Exhibit.

Director Berardino spoke of his recent visit to the Vietnam Memorial and made the motion in memory of Paul Hahn, Romero Cardenas, Ernie Mitchell, Eddie Santino and Al Adams.

Director La Belle seconded the motion on behalf of his father who served in the First World War.

**ACTION:** Director Berardino motioned and Director La Belle seconded to approve the proposed Veterans Exhibit site. **MOTION PASSED UNANIMOUSLY**

## 5. CEO'S OPERATIONAL UPDATE

Director La Belle presented a Della Robbia Wreath from the Boys Republic to Chair Tkaczyk and Doug Lofstrom, OCFEC CEO.

Lofstrom then introduced Jerry Eldridge, OCFEC Director of Facilities, who walked the Board through the progress to date of the Pacific Amphitheatre Phase II renovation project.

Director Berardino asked about the current timeline.

Eldridge stated that the project is still approximately 50 days behind

schedule.

Lofstrom then provided an update regarding progress of the project stating that in CFFA's opinion the contractor's reasons for the delays are not with merit. The project is not expected to be completed on time for the 2014 OC Fair but will not impact the operation of the Fair. Staff is working on contingency plans for this eventuality.

Director Ellis asked about other budgeted improvements to the Amphitheatre and whether they would be done prior to the 2014 OC Fair.

Eldridge answered that the budget includes a rough amount for improvements but the projects have not been sent out to bid.

Director Ellis asked if the project was on budget and Eldridge answered yes.

## **6. PUBLIC COMMENT**

None.

## **7. MINUTES:**

### **A. Board Meeting held November 21, 2013**

Action Item

**ACTION:** Director Mouet motioned and Director Berardino seconded to review and approve the minutes from the Board meeting held November 21, 2013. **MOTION PASSED WITH DIRECTOR LA BELLE AND DIRECTOR ELLIS ABSTAINING**

## **8. CONSENT CALENDAR**

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

Lofstrom asked that Standard Agreement SA-21-14GE be removed from the Consent Calendar for further discussion.

**ACTION:** Director Berardino motioned and Director Mouet seconded to review and approve the Consent Calendar with Standard Agreement SA-21-14GE removed for further discussion. **MOTION PASSED UNANIMOUSLY**

Lofstrom then discussed Standard Agreement SA-21-14GE, highlighting the Scope of Work for the Organizational Needs Assessment.

Director Mouet thanked staff for facilitating the RFP process and stated that he believes that the committee is recommending a high quality contractor.

Director La Belle complimented the experience of the contractor and OCFEC staff for the thoroughness of the RFP process.

Bill Kelly, Kelly Associates Management Group LLC, addressed the Board, discussing his involvement as part of the Fair Sale Review Committee, looking at the study as a new opportunity for the organization.

Director Berardino expressed his confidence and support for the recommendation.

**ACTION:** Director Berardino motioned and Director Mouet seconded to review and approve Standard Agreement SA-21-14GE. **MOTION PASSED UNANIMOUSLY**

9. **GOVERNANCE PROCESS (continued):**

A. **Committee/Task Force/Liaison Reports**  
Information Item

Lofstrom, on behalf of the Tel Phil Negotiating Team, stated that a draft agreement has been distributed, and he expects to route the agreement to Sacramento for approval in time for it to be included on the January agenda.



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

Action Item

Lofstrom introduced the item thanking the management team for assembling the budget and the subsequent report to the Board.

Sharon Augenstein, OCFEC CEO, then presented the staff report.

Eldridge provided a 2013 Capital Projects Status Report.

Chair Tkaczyk asked whether staff had ever considered installing concrete instead of asphalt in the parking lots.

Eldridge explained that, based upon his experience, the soil is very expansive and wouldn't lend itself to concrete.

Augenstein then presented the 2014 Major Project/Capital Recommendations.

Michele Richards, OCFEC Chief Business Development Officer, discussed desired additional design work for the website.

Director Ellis suggested selling the old Pacific Amphitheatre seats once replacement seats are installed.

Chair Tkaczyk also suggested determining the recycle value of the Pacific Amphitheatre seats.

Augenstein then presented OCFEC cash position for 2013 and forecasted position for 2014. She then discussed the 2014 revenue budget and 2014 expense budget.

Lofstrom discussed the rationale behind the proposed OC Fair admission increase.

Augenstein then presented the proposed OC Fair admission increase for 2014.

Chair Tkaczyk noted that in 2013 he didn't hear any complaints about admission rates but did hear complaints about food and ride prices. He then asked whether OCFEC sets pricing for food and rides.

Lofstrom answered that, other than water and soft drinks, OCFEC does not get involved in vendor pricing but believes the market influences the rates vendors charge.

Director Berardino asked Director Mouet whether his committee had discussed price increases.

Director Mouet stated that as long as the current promotional opportunities continue, adding to the revenue base is important and he is comfortable with the recommendation.

Director La Belle agreed with Director Mouet, and that as long as OCFEC continues to maintain and enhance the customer experience the price increase is reasonable.

Director Berardino expressed his concerns with the increase but was prepared to support the increase upon the condition that OCFEC does nothing to mitigate the current promotions.

**ACTION:** Director La Belle motioned and Director Ellis seconded to approve the 2014 OCFEC Operating Budget & Capital / Major Projects Plan, the proposed revenue adjustment, and the budget for the ASA roof and structural repairs. **MOTION PASSED UNANIMOUSLY**

#### **10. CLOSED SESSION**

None.

#### **11. BOARD OF DIRECTORS MATTERS OF INFORMATION**

Director La Belle complimented staff on an excellent job on the budget and wished everyone a happy holiday season.

Director Ellis thanked staff and wished everyone happy holidays.

Director Mouet congratulated staff and wished them happy holidays.

Chair Tkaczyk wished the Board and staff a Merry Christmas and a Happy New Years.

Director Berardino wished everyone happy holidays.

#### **12. NEXT BOARD MEETING: THURSDAY, JANUARY 23, 2014**

### **13. ADJOURNMENT**

Meeting adjourned at 11:35 a.m.

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Stanley F. Tkaczyk, Chair

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Doug Lofstrom, Chief Executive Officer

**OC FAIR & EVENT CENTER  
STANDARD AGREEMENTS FOR BOARD APPROVAL  
JANUARY 2014**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>EFFORT TYPE</b>	<b>TERM</b>	<b>RECEIPT AMOUNT</b>	<b>NOT TO EXCEED EXPENSE AMOUNT</b>
SA-01-14GE	Phillip Shane Norton	"Phil Shane" performing in Baja Blues	Fair	08/06/14 - 08/10/14		\$4,250.00
SA-02-14GE	On Hold					
SA-03-14GE	On Hold					
SA-04-14GE	On Hold					
SA-05-14GE	On Hold					
SA-06-14GE	On Hold					
SA-07-14GE	On Hold					
SA-08-14GE	On Hold					
SA-09-14GE	On Hold					
SA-10-14GE	On Hold					
SA-11-14GE	On Hold					
SA-12-14GE	On Hold					
SA-13-14GE	On Hold					
SA-14-14GE	On Hold					
SA-15-14GE	On Hold					
SA-16-14GE	On Hold					
SA-17-14GE	On Hold					
SA-18-14GE	On Hold					
SA-19-14GE	Matt Marble	"The Hula Girls" performing in Baja Blues	Fair	07/11/14 - 07/13/14		\$1,800.00
SA-20-14GE	On Hold					
SA-22-14MA	A & H Refrigeration, Inc.	Air Conditioning Preventive Maintenance Service	Year Round	01/01/14 - 12/31/14		\$18,400.00
SA-23-14CF	Hart Bros. Livestock dba Hart Livestock	Provide six (6) horses and equipment at Centennial Farm	Year Round	01/23/14 - 02/14/14		\$2,430.00
SA-24-14GE	On Hold					

**OC FAIR & EVENT CENTER  
STANDARD AGREEMENTS FOR BOARD APPROVAL  
JANUARY 2014**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-26-14LS	Manatt, Phelps & Phillips, LLP	Legal Services for the OC Fair & Event Center	Year Round	03/01/14 - 02/28/15		\$200,000.00

**Amendments**


CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-16-11SS, Amend #2	Silverado Stages, Inc.	Shuttle Services. Second year option renewal. Total contract increased to \$959,050.00.	Year Round	01/01/14 - 12/31/14		\$257,500.00
SA-01-09TR, Amend #4	Classic Tents	Tenting, Drapery and Furniture Rentals. Extend length of contract to February 28, 2014. Total contract remains \$2,641,740.50.	Year Round	01/01/13 - 02/28/14		\$0.00
SA-24-13PS, Amend #3	Loomis Armored US, LLC	Extend contract period through February 28, 2014. Total contract remains \$9,375.07.	Year Round	01/01/13 - 02/28/14		\$0.00
SA-17-11FA, Amend #1	Medical and Safety Management	First aid services. First year option renewal. Total contract increased to \$244,800.00.	Year Round	01/01/14 - 12/31/14		\$68,000.00
SA-14-11PS, Amend #4	RK Diversified Entertainment, Inc.	Production Services at Pacific Amphitheatre. Third year option renewal. Total contract increased to \$440,662.00.	Year Round	01/01/14 - 12/31/14		\$113,785.00
SA-50-11CS, Amend #3	Cancelled					

**Interagency Agreements**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
OCF-01-14IA	Newport-Mesa Unified School District	Utilize two (2) parking lots for overflow parking at Davis School and one (1) Banning lot for a total of three (3) lots.	Year Round	01/01/14 - 12/31/14		\$15,000.00
SA-25-14IA	Coast Community College District	Utilize Parking Lots at OCC for overflow Event & OC Fair parking in trade for OCC Student Parking in OCFEC Lot E August through May	Year Round	01/01/14 - 12/31/14	Trade Value	

**Letters of Understanding**

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

CONTRACT NUMBER <b>SA-01-14GE</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 
REGISTRATION NUMBER		

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

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

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

**PHILLIP SHANE NORTON**

2. The agreement term is from **08/06/14** through **08/10/14**

3. The maximum amount payable is \$ **4,250.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **\$4,250.00**

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

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

☒ ADDITIONAL PAGES ATTACHED




**CONTRACTOR AGREES:**

- A. To provide entertainment August 6<sup>th</sup> through August 10<sup>th</sup> between 8:00 p.m. and 11:30 p.m. in Baja Blues at the 2014 OC Fair.
- B. To provide biographical and news release information as necessary.
- C. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- E. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

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

- ☒ GTC\*SF **610** ☐ GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
☒ Other Exhibits (List) **CCC-307 attached hereto as part of this agreement.**

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

STATE OF CALIFORNIA		CONTRACTOR						
AGENCY NAME		CONTRACTOR'S NAME						
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>PHILLIP SHANE NORTON</b>						
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED					
								
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING						
<b>Doug Lofstrom, Chief Executive Officer</b>		<b>Phillip Shane Norton</b>						
ADDRESS		ADDRESS						
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>3816 Sun King Street, Las Vegas, NV 89130 (702) 898-7331</b>						
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE			
<b>Operating</b>	<b>5780-70</b>							
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED			
								



**STATE AGREES:**

- A. To provide complimentary parking and OC Fair admission for band members, crew and management.
- B. To provide promotion and advertising as part of the 2014 OC Fair collateral material.
- C. To pay Contractor a total sum not to exceed FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4,250.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

**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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

**6. RESOLUTION:**

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**7. AIR OR WATER POLLUTION VIOLATION:**

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

**8. PAYEE DATA RECORD FORM STD. 204:**

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

-End Exhibit D-

CONTRACT NUMBER

SA-19-14GE

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

REGISTRATION NUMBER

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

32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626  
Attn: Accounts Payable

FOR STATE USE ONLY

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

1. The parties to this agreement are:

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

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION

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

MATT MARBLE F/S/O THE HULA GIRLS

2. The agreement term is from **07/11/14** through **07/13/14**

3. The maximum amount payable is \$ **1,800.00** pursuant to the following charges:

Wages/Labor \$ Parts/Supplies \$ Taxes \$ Other \$ **1,800.00**

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

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

☒ ADDITIONAL PAGES ATTACHED

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, "The Hula Girls," July 11 through July 13, in Baja Blues at the 2014 OC Fair.
- B. The performances begin at 8:30 p.m. on 7/11 and 7/12; 8:00 p.m. on 7/13; and consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. To provide biographical and news release information as necessary.
- D. To promote contracted event via Contractor email and mobile (if available) database(s), and website.

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

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

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

AGENCY NAME

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Doug Lofstrom, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

CONTRACTOR'S NAME

**MATT MARBLE F/S/O THE HULA GIRLS**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Matt Marble**

ADDRESS

**2884 Monterey Avenue, Costa Mesa, CA 92626  
(949) 735-2561**

FUND TITLE

**Operating**

ITEM

**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED





**CONTRACTOR AGREES (CONT.):**

- E. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- F. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To provide complimentary parking and OC Fair admission for band members, crew and management.
- B. To waive venue merchandise split provided Contractor sells said merchandise.
- C. To provide promotion and advertising as part of the 2014 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

**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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

**6. RESOLUTION:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**7. AIR OR WATER POLLUTION VIOLATION:**

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

**8. PAYEE DATA RECORD FORM STD. 204:**

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

-End Exhibit D-

AGREEMENT NUMBER

**SA-22-14MA**

REGISTRATION NUMBER

**1323546**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**A & H REFRIGERATION, INC.**

2. The term of this Agreement is: **01/01/14** through **12/31/14** **FED ID:** XXXXXXXXXX

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

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

Exhibit A – Scope of Work – **To provide quarterly preventive maintenance services on all HVAC equipment indicated in this contract. See Page 2 for additional Scope of Work.**

Page 1 – 3

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

Page 4

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

Pages 5 – 7

Check mark one item below as Exhibit D:

☒  
☐

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

Pages 8 – 11

Exhibit - D\* Special Terms and Conditions

Exhibit E – Inventory of Equipment (Attached hereto as part of this agreement)

Pages 12 – 13

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

Pages 14 – 16

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**A & H REFRIGERATION, INC.**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Anthony Le, Service Manager**

ADDRESS

**9561 Ingram Avenue, Garden Grove, CA 92844  
(714) 800-9888 or (714) 362-6286**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide "Preventive Maintenance" service necessary to keep the equipment in good operating order. Service includes:
  - a. Quarterly maintenance on operational equipment in Exhibit E
  - b. Annual change of all belts on applicable operational equipment in Exhibit E
  - c. Annual chemical cleaning of condenser coils on applicable operational equipment in Exhibit E
  - d. Replace system air filters (pleated 30% or better)
  - e. Check compressors and motors for proper AMP draw
  - f. Inspect fan belts and pulleys and tighten as needed
  - g. Check condenser pans and drains for leaks and blockages
  - h. Check all fluid levels
  - i. Lubricate bearings and motors
  - j. Check heat exchangers and refrigerant piping
  - k. Inspect electrical components and connections and tighten as needed
  - l. Inspect operation and safety controls
  - m. Check motor and fan bearing temperatures
  - n. Check for proper temperature split
2. To provide and perform quarterly scheduled maintenance service. Preventive Maintenance must be completed within five (5) business days from the time it is scheduled.
3. To provide service whenever needed, 24 hours a day, seven (7) days a week.
4. To give preferred customer discounted repair labor rates as follows:
  - a. \$78.00 per hour regular time
  - b. \$117.00 per hour overtime (after 5:00 p.m. and weekends)
  - c. Overtime rate shall be assessed after 5:00 p.m. on business days and on weekends
5. To use only qualified personnel directly employed or supervised by Contractor.
6. To furnish District with a copy of the service technician's report indicating what repairs, if any, are necessary resulting from each inspection.
7. To improve or repair the equipment upon proper authorization from the District.
8. To turn over to District's agent all old, defective parts upon replacement, upon request.
9. To take all reasonable precautions to avoid damage to property and injury to persons.
10. To provide supervisory assistance when needed.
11. To instruct the District in the basic operation and maintenance of the HVAC equipment, which will provide the best operating system efficiency for maximum energy savings, fewer breakdowns and extended equipment life.
12. All service and or repair parts not covered under this agreement must be presented as a quotation to the District in writing and be approved by District Management before any work can commence.
13. To submit invoices at the conclusion of each billing quarter for services rendered that quarter. Billing quarters end in March, June, September and December 2014.
14. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**STATE AGREES:**

1. To operate the equipment in accordance with the manufacturer's and Contractor's instruction and promptly notify Contractor of any unusual operating conditions.
2. To permit reasonable timely access to the building, keep equipment rooms free of material extraneous of said systems, move any items needed to gain access to equipment and permit use of existing storage areas, ship facilities and building services.
3. To bear responsibility for any overage related to all service labor and materials that may be required due to an electrical failure, low voltage, burn out of main branch fuses, low water pressure or other work excluded from this agreement.
4. To provide a water source with hose bib on the roof, no more than 100 feet from the farthest unit for coil cleaning when required.
5. Contractor is not responsible for replacement of non-moving parts outside of this agreement, parts that are obsolete or parts that result from necessary changes to an original design.
6. That the Contractor's responsibilities will not include the following:
  - a. Cabinets, insulation, ductwork, air balance
  - b. Recording instruments, gauges or thermometers
  - c. Water, drain, steam and electrical lines beyond the equipment itself.
  - d. Repairs due to freezing or from contaminated atmosphere or water.
  - e. Boiler tubes, sections, refractory materials, heat exchanger, coils, smoke stacks, breeching or storage tanks and/or obsolescence of equipment.
  - f. Changes, repairs or corrections to equipment due to design, governmental code or insurance requirements.
7. That the Contractor's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or other products or materials containing asbestos or similar hazardous substances. In the event Contractor may encounter any such materials in performing its work, Contractor has the right to discontinue work and remove its employees until the hazard is corrected or it is determined that no hazard exists.
8. To pay the Contractor a total sum not to exceed EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$18,400.00) upon satisfactory completion of services herein required and upon receipt of proper invoice at the conclusion of each billing quarter, based upon the following payment schedule:

<u>March</u>	<u>June</u>	<u>September</u>	<u>December</u>
\$4,600.00	\$4,600.00	\$4,600.00	\$4,600.00



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account # 5302-20

**PAYMENT PROVISIONS:**

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

All invoices are to be itemized, include the District's Purchase Order (PO) number and be addressed as follows:

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

**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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://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 – INVENTORY OF EQUIPMENT**

<b>UNIT #</b>	<b>LOCATION</b>	<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>PURCHASED</b>	<b>TONS/HP</b>
010-0	Building 10 Office	YORK	B1HA030A06B	(S)NOL4140081	11/5/2005	2.5
010-1	Building 10	CARRIER	50PQ-016-520MA	1695F43770		15
010-2	Building 10	CARRIER	50PQ-016-520MA	1395F40477		15
010-3	Building 10	CARRIER	50PQ-016-520MA	1695F43771		15
010-4	Building 10	CARRIER	50PQ-016-520MA	1295F39305		15
010-5	Building 10	CARRIER	50PQ-016-520MA	1695F43772		15
010-6	Building 10	CARRIER	50PQ-016-520MA	1695F43774		15
010-7	Building 10	CARRIER	50PQ-016-520MA	1395F40478		15
010-8	Building 10	CARRIER	50PQ-016-520MA	1695F43773		15
012-1	Building 12	CARRIER	50LJQ012-531GA	3595G30396		10
012-2	Building 12	CARRIER	50LJQ012-531GA	1795G30331		10
012-3	Building 12	CARRIER	50LJQ012-531GA	3595G30414		10
012-4	Building 12	CARRIER	50LJQ012-531GA	1795G30335		10
012-5	Building 12	CARRIER	50LJQ012-531GA	3595G30397		10
012-6	Building 12	CARRIER	50LJQ012-531GA	1795G30337		10
012-7	Building 12	CARRIER	50LJQ012-531GA	1795G30337		10
012-8	Building 12	CARRIER	50LJQ012-531GA	1795G30336		10
012-Ra	Building 12 Restaurant	YORK	F-RP042H06A	EEFS116587		
012-Ra	Building 12 Restaurant	GOODMAN	CK36-1C	9704014606		
015-1	Building 15	YORK	HP060X1021G	WOH5805045		5
015-2	Building 15	YORK	EIRA060S25H	WOD6205541		5
015-3	Building 15	YORK	E4FD060206A	MKNW0EA4EO		5
015-4	Building 15	YORK	EIRA060S25H	WOD6146187		5
017-1	Building 17	CARRIER	48VLNA6009050	1612C31227	5/1/2012	
017-2	Building 17	CARRIER	48VLNA6009050	1312C29448	5/1/2012	
018-1	Building 18	CARRIER	48PGLM16-DE50-HV	48PGLM16-DE50-HV	4/1/2010	
018-2	Building 18	CARRIER	48PGLM16-DE50-HV	2309G40036	4/1/2010	
018-3	Building 18	CARRIER	48PGLM16-DE50-HV	2309G30037	4/1/2010	
018-4	Building 18	CARRIER	48PGLM16-DE50-HV	2309G40037	4/1/2010	
018-5	Building 18	CARRIER	48PGLM16-DE50-HV	2309G10037	4/1/2010	
018-6	Building 18	CARRIER	48PGLM16-DE50-HV	2309G30036	4/1/2010	
018-7	Building 18	CARRIER	48TCSA04A3F5A0A0C0	2009G10247	4/1/2010	
018-8	Building 18	CARRIER	48TCSA04A3F5A0A0C0	2009G10246	4/1/2010	
018-9	Building 18	CARRIER	48ESN024060311--	0809G20874	4/1/2010	
018-10	Building 18	CARRIER	48ESN024060311--	0809G20871	4/1/2010	
018-11A	Building 18	CARRIER	38MVCO24---301--	2608V24318	4/1/2010	
018-11-B	Building 18	CARRIER	40MVCO24	2608V22877	4/1/2010	
033-1	Building 33	AMANA	RHA24B2A	9810112758		2
033-2	Building 33	AMANA	RHA24B2A	9810112676		2
033-3	Building 33	AMANA	RHA36A3A	9502326255		3
033-4	Building 33	RHEEM	RPKA-061CAZ	6397MO5O416024		5
AD-1	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100355L	10/1/2009	
AD-2	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100356L	10/1/2009	
AD-3	Administration	TRANE	YHC048E3EMA0H0205C1B00000C	921100354L	10/1/2009	
AD-4	Administration	TRANE	YSC120E3ELA0R0005CIB00000D	921100357L	10/1/2009	
AD-5	Administration	TRANE	YCD240E3LOBA	919100517	10/1/2009	
AD-6	Administration	SANYO	C1872	234274	10/1/2009	
AD-6A	Administration	ULTRA COOL				
AO-1	Ovations Office	YORK	BIHA036A25B	NOK6962692	5/1/2007	3
AO-2	Arena Office	YORK	B4HP024A06A	107665790	5/1/2007	2



**EXHIBIT E – INVENTORY OF EQUIPMENT (CONT.)**

<b>UNIT #</b>	<b>LOCATION</b>	<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>PURCHASED</b>	<b>TONS/HP</b>
BB-1	Baja Blues	YORK	B1HAO6OA25B	(S)NOF7881201	2/1/2008	5
BB-2	Baja Blues	YORK	B1HAO6OA25B	(S)NOF7881203	2/1/2008	5
BB-3	Baja Blues	YORK	B1HAO6OA25B	(S)NOF7880146	2/1/2008	5
BB-4	Baja Blues	YORK	B1HAO6OA25B	(S)NOF7880146	2/1/2008	5
BC-1	Boys Choir	YORK	B2HZO48A25A	(S)N1H1261363	5/1/2012	
BO-1	Box Office	PAYNE	309925-04	BBEMO150MAOO		3
CF-1	Silo	TRANE	TWR036C100A3	M451L3GCF		3
CF-3	Silo	YORK	E1RD036S6B	WOD7617859	4/6/2009	3.5
DPS-1	Guest Relations	YORK	B1HAO42A25B	(S)OM5278079		
EO-1	Event Operations	NORDYNE	JT5BD-036K	JTF070601870	1/15/2009	
EQC-1	Equestrian Center	CARRIER	50HJQ0005---601--	2296G20005		
EQC-2	Equestrian Center	RHEEM	RPKA-031JAZ	6389 M1004 08834		
HP-O	Building 14	FUJITSU	ASU24R1	ARA004323		
HP-1	Building 14	TRANE	WFD150B30CGB	714100813D	4/1/2007	
HP-2	Building 14	TRANE	WFD150B30CGB	714100800D	4/1/2007	
HP-3	Building 14	TRANE	WFD150B30CGB	714100775D	4/1/2007	
HP-4	Building 14	TRANE	WFD150B30CGB	714100725D	4/1/2007	
HP-6	Building 14	TRANE	WFD150B30CGB	714100788D	4/1/2007	
HP-5	Building 16	TRANE	WFD150B30CGB	714100806D	4/1/2007	
HP-7	Building 16	TRANE	WFD150B30CGB	714100832D	4/1/2007	
HP-8	Building 16	TRANE	WFD150B30CGB	714100819D	4/1/2007	
HP-9	Building 16	TRANE	WFD150B30CGB	714100825D	4/1/2007	3
M-01	Maintenance	TAPPAN	R4GA-036KO72X	R4B020600966		
M-02	Maintenance	TAPPAN				
M-03	Maintenance	TAPPAN				
M-04	Maintenance	TAPPAN				
M-05	Maintenance	YORK	D3NZ036N05606NXC	W1H2080860	9/1/2012	
M-06	Maintenance	TAPPAN				4
MG-1	Memorial Gardens	RUUD	UAKA-048JAZ	5432F189932874		
MG-2	Memorial Gardens	YORK	TCGD60S4153A	W1LO434183	8/5/2011	
PA-1	Pac Amp Kitchen	ULTRA COOL	ASA5112	SC55780	5/1/2008	
PA-2	Pac Amp Office	CARRIER	38QRR048---5	4907X92961	5/1/2008	
PA-3	Pac Amp Sound	CARRIER	38QRR024---3	5007X90516	5/1/2008	2.5
PO-1	Parking Office	YORK	B3HP030AOCA	(S)NOD7607332		

-End Exhibit E-



## **EXHIBIT F – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

#### **I. Evidence of Coverage**

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

##### **A. Insurance Certificate:**

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

##### **1. List as the Additional Insured:**

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

##### **2. Dates:**

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

##### **3. Coverages:**

##### **a. General Liability**

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

##### **b. Automobile Liability**

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

##### **c. Workers' Compensation**

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

##### **d. Medical Malpractice**

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

##### **e. Liquor Liability**

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



**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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





**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit F-

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

STD. 210 (Revised 6/2003)

R\_\_\_\_ A\_\_\_\_ F\_\_\_\_

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-23-14CF**

REGISTRATION NUMBER

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

SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****HART BROS. LIVESTOCK dba HART LIVESTOCK**2. The agreement term is from **01/23/14** through **02/14/14**3. The maximum amount payable is **\$ 2,430.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other **\$ 2,430.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

- A. To provide six (6) horses in good condition and health beginning Thursday, January 23, through Friday, February 14, 2014 at the rate of \$1,710.00 (6 horses x \$285.00/each = \$1,710.00).
- B. The charge to deliver six (6) horses on Thursday, January 23, 2014 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). The charge to pick-up six (6) horses on Friday, February 14, 2014 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). Delivery and pick-up shall take place between 7:30 a.m. – 11:30 a.m. on the above specified dates and shall be coordinated with District staff.
- C. To provide all saddles, saddle pads, bridles, and halters (non-rope) for six (6) horses.

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

☒ GTC\*SF **610** ☐ GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).☒ Other Exhibits (List) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****HART BROS. LIVESTOCK dba HART LIVESTOCK**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Doug Lofstrom, Chief Executive Officer or**  
**Sharon M. Augenstein, Chief Financial Officer**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Donna Hart**

ADDRESS

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**4602 Green River Drive, Corona, CA 92880**  
**(951) 734-9400**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

**Operating****5100-27**

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



**CONTRACTOR AGREES (CONT.):**

- D. Contractor represents and warrants that to his/her knowledge, each horse provided in this agreement is serviceably sound, gentle and healthy and that none of the horses have dangerous habits or characteristics.
- E. Contractor shall bear all responsibility for circumstances that arise during delivery and pick-up of horses. This includes, but is not limited to, injury, death, and/or damage.
- F. Contractor shall be available by phone for consultation regarding problematic horses, including, but not limited to, sickness, injuries, and/or working habits.
- G. Contractor agrees to replace horses that are deemed unsuitable for the program after reasonable efforts to resolve the problem(s) between both parties have been exhausted. Replacement of said horse(s) shall be within a reasonable length of time as agreed upon by both parties at time of replacement decision. The replacement fee shall be mutually agreed upon by both parties.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To support the wellbeing and safety of said animals and equipment by providing the tack room, pens, feed, troughs to hold feed, water, troughs to hold water, and general security.
- B. To notify Contractor that an animal(s) may need to be replaced for non-suitability to their job within the first 10 days from delivery date. Shoeing is not a requirement, but no horse shall be replaced due to sore feet as a result of trimming too short, lack of shoes or shoes left on too long.
- C. To incur the costs of Ferrier care, as necessary, while the horses remain in the sole care of the District.
- D. To incur the costs of veterinary services, as necessary, while the horses remain in sole care of the District.
- E. To assume responsibility for any injury, illness or death of any horse while horse is in the District's sole care and possession. District shall make payment in accordance with negotiated settlement by District and Contractor in good faith depending on extent of injury or sickness. Should death occur, the replacement value shall be mutually agreed upon by both parties.
- F. To furnish Contractor with a Certificate of Insurance listing Contractor as additional insured for the duration of the contract term.
- G. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$2,430.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

**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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

**6. RESOLUTION:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**7. AIR OR WATER POLLUTION VIOLATION:**

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

**8. PAYEE DATA RECORD FORM STD. 204:**

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

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

##### 1. List as the Additional Insured:

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

##### 2. Dates:

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

##### 3. Coverages:

##### a. General Liability

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

##### d. Medical Malpractice

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

##### e. Liquor Liability

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



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

AGREEMENT NUMBER

**SA-26-14LS**

REGISTRATION NUMBER

**1327917**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**MANATT, PHELPS & PHILLIPS, LLP**

2. The term of this Agreement is: **03/01/14** through **02/28/15** **FED ID:** XXXXXXXXXX
3. The maximum amount of this Agreement is: **\$200,000.00**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide legal services to the OC Fair & Event Center.**

Page 1 – 2

**See Page 2 for additional Scope of Work.**

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

Page 3

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

Pages 4 – 6

Check mark one item below as Exhibit D:

☒  
☐

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

Pages 7 – 9

Exhibit - D\* Special Terms and Conditions

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

Pages 10 – 12

*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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**MANATT, PHELPS & PHILLIPS, LLP**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Steven L. Edwards, Partner**

ADDRESS

**695 Town Center Drive, Fourteenth Floor, Costa Mesa, CA 92626  
(714) 371-2546**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES:**

To act as outside general counsel, advising on general business and board issues, including but not limited to:

- Counsel to the District's Board of Directors and executive management
- Political Reform Act / FPPC advice
- Renegotiation of routine and complex contracts
- Land use entitlement / CEQA
- Preparation for and attendance at District Board meetings
- Specialty areas, such as human resources, entertainment, intellectual property and advertising issues
- Contract administration
- Public records requests

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

**DISTRICT AGREES:**

Contractor will be representing the District only and all duties and responsibilities created and imposed by the contract shall be owed solely to the District and Contractor will not be deemed to represent the interests of any of the District's affiliates, subsidiaries, parent companies, joint ventures, officers, directors, partners, principals, investors or employees (collectively, "affiliates") unless otherwise agreed to in writing. Accordingly, Contractor will be free to represent other firm clients adverse to or involving the District's affiliates or their interests. It is understood that from time to time, as part of Contractor's representation of the District, Contractor will be called upon to render advice to the District's individual Board members with respect to matters pertaining to their service on the District's Board (e.g., conflicts of interest, open meeting laws, etc.).

**BILLING:**

No month shall exceed a budgeted amount of \$16,666.00 unless pre-authorized by the District's CEO.

Hourly Rates:

- |                  |                 |
|------------------|-----------------|
| - Steven Edwards | \$720.00        |
| - Randy Keen     | \$680.00        |
| - Roger Grable   | \$660.00        |
| - Jubin Meraj    | \$550.00        |
| - Associates     | \$200.00 and up |

10% off standard billing rates for high level work:

- Counsel to Board and executive management.
- Political Reform Act / FPPC advice.
- Bagley-Keene Open Meeting Act.
- Negotiation of complex contracts (major leases, concession agreements, etc.).
- Land use entitlement / CEQA.

Board Meetings (\$1,000.00 flat per month):

- Approximately two (2) hour duration per meeting.
- Preparation time included above at 10% off standard billing rates.

Specialty Areas

- HR, entertainment, IP, advertising, etc.
- When exact scope of work is known, Contractor will staff as efficiently and cost-effectively as possible.
- 10% off standard billing rates in this area.

Litigation

- A specific budget and time line will be created for any litigation for which Contractor is hired.

Routine Matters

- Day to day contracts and contract administration, public record requests, etc.
- Once nature of the work is clearly defined, Contractor will work with District to staff at appropriate associate levels, use standard forms wherever possible and to contain costs and creative efficiencies.
- Flat fee per transaction charges will be considered where appropriate, based on agreed scope(s) of work.
- Contractor will consider the use of contract lawyers for routine work if there is sufficient volume.
- 10% off standard billing rates in this area.

To pay the Contractor a total sum not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5110-06

**PAYMENT PROVISIONS:**

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

All invoices are to be itemized and contain the District's Purchase Order (PO) number 44368. Invoices may be sent via email to [AP@ocfair.com](mailto: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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

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

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

**6. RESOLUTION:**

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

**7. AIR OR WATER POLLUTION VIOLATION:**

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

**8. PAYEE DATA RECORD FORM STD. 204:**

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

**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:

**21. 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.”**

**22. 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.**

**23. Coverage:**

**a. General Liability:**

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

**b. Automobile Liability:**

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

**c. Workers’ Compensation:**

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

**d. Medical Malpractice:**

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

**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.)**

**24. Cancellation Notice:**

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

**25. Certificate Holder:**

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
  - i. 32<sup>nd</sup> 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.

**26. Insurance Company:**

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

**27. Insured:**

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

**OR**

**B. CFSA Special Events Program:**

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

**OR**

**C. Master Certificates:**

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

**OR**

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

**B. Primary Coverage:**

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



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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-

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SA-16-11SS**

REGISTRATION NUMBER

**1115979**

AMENDMENT NUMBER

**#2**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**SILVERADO STAGES, INC.**

2. The term of this

Agreement is

**01/01/14**

through

**12/31/14**FED ID: 

3. The maximum amount of this **\$257,500.00 Amendment**  
 Agreement after this amendment is: **\$959,050.00**

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

**Standard Agreement #16-11SS, dated December 22, 2010, between the District and Silverado Stages, Inc. is hereby amended as follows:**

**CONTRACTOR AGREES:**

1. To amend the original contract to provide shuttle services for the OC Fair & Event Center with the second year option to renew at \$257,500.00.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed NINE HUNDRED FIFTY NINE THOUSAND FIFTY DOLLARS (\$959,050.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**CONTRACTOR**

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

**SILVERADO STAGES, INC.**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Sharron Galusha, President**

ADDRESS

**241-B Prado Road, San Luis Obispo, CA 93401  
(805) 545-8400****STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**CALIFORNIA**  
**Department of General Services**  
**Use Only**

☐ Exempt per:

Account #: 5220-30 \$7,725.00  
 5220-51 \$249,775.00

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

**SA-01-09TR**

REGISTRATION NUMBER

**1171954**

AMENDMENT NUMBER

**#4**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**CLASSIC TENTS**

2. The term of this

Agreement is

**01/01/13**

through

**02/28/14**FED ID: 

3. The maximum amount of this **\$0 Amendment**  
 Agreement after this amendment is: **\$2,641,740.50**

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

**Standard Agreement #01-09TR, dated October 14, 2008, between the District and Classic Tents is hereby amended as follows:**



**CONTRACTOR AGREES:**

1. To amend the original contract to provide tenting, drapery and furniture rentals at the OC Fair & Event Center by revising the prior agreement term of January 1, 2013 through January 31, 2014 to January 1, 2013 through February 28, 2014.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed TWO MILLION SIX HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND FIFTY CENTS (\$2,641,740.50) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>CLASSIC TENTS</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Jim Gilroy, Sales Manager</b>		
ADDRESS		
<b>540 Hawaii Avenue, Torrance, CA 90503 (310) 328-5060</b>		
STATE OF CALIFORNIA		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

☐ Exempt per:

Account #: Distribution

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

**SA-24-13PS**

REGISTRATION NUMBER

**1258969**

AMENDMENT NUMBER

**#3**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**LOOMIS ARMORED US, LLC**

2. The term of this

Agreement is **01/01/13** through **02/28/14**

3. The maximum amount of this **\$0.00 Amendment**  
Agreement after this amendment is: **\$ 9,375.07**

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

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

**CONTRACTOR AGREES:**

1. To extend the previous contract term of January 1, 2013 – December 31, 2013, to January 1, 2013 – February 28, 2014.

**STATE AGREES:**

1. To pay the Contractor a total sum not to exceed NINE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND SEVEN CENTS (\$9,375.07) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**CONTRACTOR**

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

**LOOMIS ARMORED US, LLC**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Sarah Kattapong, VP Finance and Accounting**

ADDRESS

**2500 CityWest Blvd., Suite 900, Houston, TX 77042  
(713) 435-6700****STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Doug Lofstrom, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**CALIFORNIA**  
Department of General Services  
Use Only

☐ Exempt per:

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

**SA-17-11FA**

REGISTRATION NUMBER

**1116315**

AMENDMENT NUMBER

**#1**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**MEDICAL AND SAFETY MANAGEMENT**

2. The term of this

Agreement is

**01/01/14**

through

**12/31/14**FED ID: 

3. The maximum amount of this **\$68,000 Amendment**  
 Agreement after this amendment is: **\$244,800.00**

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

**Standard Agreement #17-11FA, dated December 22, 2010, between the District and Medical and Safety Management is hereby amended as follows:**


**CONTRACTOR AGREES:**

1. To amend the original contract to provide first aid services at the OC Fair & Event Center with the first year option to renew at \$68,000.00.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed TWO HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$244,800.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>MEDICAL AND SAFETY MANAGEMENT</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Rick Graves, Owner</b>		
ADDRESS		
<b>18283 Mt. Baldy Circle, Fountain Valley, CA 92708 (714) 963-4446</b>		
STATE OF CALIFORNIA		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

☐ Exempt per:

Account #: Distribution

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SA-14-11PS**

REGISTRATION NUMBER

**1114963**

AMENDMENT NUMBER

**# 4**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this

Agreement is

**01/01/14**

through

**12/31/14**FED ID: 

3. The maximum amount of this **\$113,785.00 Amendment**

Agreement after this amendment is: **\$440,662.00**

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

**Standard Agreement #14-11PS, dated December 14, 2010, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:**

**CONTRACTOR AGREES:**

1. To amend the original contract to provide production services for the Pacific Amphitheatre at the OC Fair & Event Center with the third year option to renew.

**DISTRICT AGREES:**

1. To pay the Contractor a total amount not to exceed FOUR HUNDRED FORTY THOUSAND SIX HUNDRED SIXTY TWO DOLLARS (\$440,662.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**CONTRACTOR**

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

**RK DIVERSIFIED ENTERTAINMENT, INC.**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Raymond L. Woodbury, President**

ADDRESS

**112 North Harvard Avenue, PMB 244, Claremont, CA 91711  
(909) 579-0511**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**CALIFORNIA**  
Department of General Services  
Use Only

☐ Exempt per:

AGREEMENT NUMBER

**OCF-01-14IA**

REGISTRATION NUMBER

**1324655**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**

2. The term of this **01/01/14** through **12/31/14** **FED ID:** XXXXXXXXXX  
Agreement is:
3. The maximum amount **\$15,000.00**  
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 allow the OC Fair & Event Center to utilize three (3) lots for interim events and the 2014 OC Fair as outlined and continued on the following pages.**

Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions

Page 3

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

Exhibit - D Special Terms and Conditions

☐

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions – GIA 610 (Attached hereto as part of this agreement)

Page 4

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

Pages 5 – 7

*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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Paul Reed, Deputy Superintendent**

ADDRESS

**2985 Bear Street, Building E, Costa Mesa, CA 92626  
(714) 424-7544**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES:**

1. To allow the OC Fair & Event Center to utilize two (2) parking lots at Davis School located at 1050 Arlington Dr, Costa Mesa, CA 92626, and one (1) Banning lot located at 16<sup>th</sup> Street and Whittier Avenue, Costa Mesa, CA 92657, for a total of three (3) lots.
2. The District shall utilize Contractor's parking lots on the following pre-determined dates, including, but not limited to:
  - a. April 26-27, 2014
  - b. May 4, 2014
  - c. July 1 – August 20, 2014
  - d. September 20-21, 2014
3. Additional days requested by the District, not included in this contract, will be billed at a daily rate as agreed upon by both the Contractor and the District.
4. The OC Fair & Event Center reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

**STATE AGREES:**

1. The current rate is \$59.97 per lot per day from January 1 – June 30, 2014. The rate from July 1 – December 31, 2014 shall not exceed \$65.00 per lot per day.
2. To pay an agreed upon rate for each of the two (2) parking lots at Davis School and one (1) Banning lot, not to exceed \$65.00 per lot per day, according to the following schedule:
  - a. OC Fair
    - i. Davis School, July 1 – August 20, 2014
    - ii. Banning Dead Storage, July 1 – August 20, 2014
  - b. Interim Events

The cost for the use of two (2) Davis School lots and one (1) Banning lot will be \$59.97 per lot per day, for a total of three (3) lots from January 1 - June 30, 2014, and not to exceed \$65.00 per lot per day from July 1 - December 31, 2014. Parking lots will be utilized as outlined below. The District may request additional dates that are not outlined in this contract. Additional dates will be billed at an agreed upon rate not to exceed \$65.00 per lot per day. Interim events shall include, but are not limited to, the following dates:

    - i. April 26-27, 2014: Pet Expo
    - ii. May 4, 2014: OC Marathon
    - iii. September 20 – 21, 2014: Sand Sports Super Show
3. To pay Contractor a total sum not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) based upon the unit price indicated above and upon receipt of proper invoice. Payment shall be Net 30 and delivered via the US postal service.

-End Exhibit A-





**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5350-30 – Interim Events  
5350-51 – OC Fair

**PAYMENT PROVISIONS:**

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

All invoices are to be itemized, shall include the District's Purchase Order (PO) Number 44352, and may be emailed to [AP@ocfair.com](mailto:AP@ocfair.com) or addressed as follows:

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

-End Exhibit B-

**EXHIBIT E – ADDITIONAL PROVISIONS**

**GIA 610**

**1. APPROVAL:**

This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

**2. AUDIT:**

The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

**3. PAYMENT:**

Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**4. 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.

**5. SUBCONTRACTING:**

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

**6. ADVANCE PAYMENT:**

The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

**7. DISPUTES:**

The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

**8. TIMELINESS:**

Time is of the essence in this Agreement.

**9. NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:**

In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

-End Exhibit E-



## **EXHIBIT F – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

#### **I. Evidence of Coverage**

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

##### **A. Insurance Certificate:**

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

##### **1. List as the Additional Insured:**

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

##### **2. Dates:**

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

##### **3. Coverages:**

###### **a. General Liability**

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

###### **b. Automobile Liability**

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

###### **c. Workers' Compensation**

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

###### **d. Medical Malpractice**

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

###### **e. Liquor Liability**

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



**EXHIBIT 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:

- 32<sup>nd</sup> 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 F-

AGREEMENT NUMBER

**SA-25-141A**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**COAST COMMUNITY COLLEGE DISTRICT**

2. The term of this **01/01/14** through **12/31/14**  
Agreement is:

3. The maximum amount **TRADE VALUE**  
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 utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center (“Association”) and Orange Coast College (“Coast”) as continued on the following pages.** Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions

Page 5

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

Pages 6 – 8

Exhibit D – Additional Provisions – GIA 101 (Attached hereto as part of this agreement)

Page 9

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

Pages 10 – 12

*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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

**COAST COMMUNITY COLLEGE DISTRICT**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**President, Board of Trustees**

ADDRESS

**1370 Adams Avenue, Costa Mesa, CA 92626  
(714) 438-7444**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> 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**

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**COAST AGREES:**

1. To the following provisions pertaining to Association usage of COAST LOTS:
  - a. To compensate the Association in the manner of trade services with utilization of agreed upon paved areas of **Coast parking lots A, B, C, D & E and Coast Adams Dirt Lot.**
  - b. The Association shall use Coast parking lots A, B, C, D & E for overflow vendor and patron parking during specified year-round events and the annual OC Fair, including but not limited to the following dates:
    1. February 8 & 9
    2. April 26 & 27
    3. May 4, 24 & 25
    4. June 20 - 22
    5. July 11 – August 10
    6. September 20 & 21, 27
  - c. The Association shall use Coast Adams Dirt Lot for overflow OC Fair and/or undisclosed event parking from June 18 – August 21.
  - d. In the event Lots A, B, C, D, E and/or Coast Adams Dirt Lot need to be utilized for a Coast event, an alternative lot will be made available by Coast.
  - e. Coast to notify the Association of any accident or incident that takes place in the designated parking area.
2. To the following provisions pertaining to Coast usage of ASSOCIATION LOT “E”:
  - a. Coast shall have usage of Association Lot “E” for overflow Coast Student parking from January 1 – June 20, and August 12 – December 20. Days/hours of permissible access shall be Monday – Friday, from 6:00 a.m. to 12:00 a.m.
  - b. To notify the Association of any accident or incident that takes place in the designated parking area.
  - c. Coast to enforce parking regulations.
  - d. That Coast vehicles will enter through Gate 3½ off of Arlington Drive to access the lot.
  - e. Coast to clean and make suitable for parking of vehicles. Coast will coordinate and receive approval from Association on the cleaning plan.
3. To the following provisions pertaining to Coast usage of Association PACIFIC AMPHITHEATRE:
  - a. Coast shall have usage of Pacific Amphitheater for the Coast Commencement Ceremony.
  - b. Set-up shall take place: May 21 & 22, 8:00 a.m. – 5:00 p.m. or as mutually agreed upon by both parties.
  - c. Coast Commencement Ceremony Event Date shall be: May 23, 5:30 p.m. – 7:30 p.m. or as mutually agreed upon by both parties.
  - d. Estimated Attendance: 6,000 – 7,000
  - e. Coast to provide light snacks and beverages to be consumed after the commencement ceremony.
  - f. Coast to provide necessary directional signage per the required specifications.
  - g. Coast to provide ushers.
  - h. Coast to be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
  - i. Seating shall be limited to the seated area only.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

4. To provide the following PROMOTIONAL ADVERTISING for the Association:
- a. \$10,000.00 worth of in-kind trade to be fulfilled by Coast in conjunction with the Association's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items c-h below.
  - b. Coast to provide point of contact's name and telephone number to the Association's Director of Marketing.
  - c. Coast to provide advertising/inclusion in:
    - 1. Coast to Coast (weekly newspaper)
    - 2. Coast Report (weekly newspaper)
    - 3. Commencement Program (one page)
  - d. Coast to provide a promotional email blast to all Coast accounts and social media announcement of Imaginology (to be sent in March), OC Fair dates (to be sent in July), and the Summer Book Drive (to be sent in May and June).
  - e. To provide campus signage as follows:
    - 1. Windmasters (6 key locations)
    - 2. Glass Display Cases (12 locations)
  - f. Coast to provide link on Coast website to the Association's website.
  - g. Coast to provide brochure distribution as follows:
    - 1. Bookstore
    - 2. Offices
    - 3. Student Center
    - 4. Mailboxes
  - h. Coast to insert Summer Concert Series schedule in Commencement Program.

**ASSOCIATION AGREES:**

1. To the following provisions pertaining to Association usage of COAST LOTS:
- a. Association to clean used areas on Coast premises after each day of use to restore to the condition in which the property was received.
  - b. Association to provide personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
  - c. Association to hold harmless the Coast Community College District from any and all liability during the use of the Coast Adams dirt parking lot during the OC Fair. The Association assumes all responsibility and is aware the Adams parking lot is not paved and not striped.
  - d. Association to provide Coast with proof of insurance for the contract period.
2. To the following provisions pertaining to Coast usage of ASSOCIATION LOT "E":
- a. Coast shall have usage of Association Lot "E" for overflow Coast Student parking from January 1 – June 20, and August 12 – December 20. Days/hours of permissible access shall be Monday – Friday, from 6:00 a.m. to 12:00 a.m.
  - b. In event Lot "E" needs to be utilized for an event held on Association property, an alternative lot will be made available by the Association.
  - c. Association to barricade Association's Lot "E" to allow access point off Arlington Drive at Gate 3½.
  - d. Association to ensure that Gate 3½ off Arlington is locked/unlocked daily for the Coast students to enter.
  - e. Association to work with Coast Public Safety to coordinate parking credential enforcement daily during the OC Fair and other dates utilized by the Association for overflow parking.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

- f. Association to clean and make suitable for parking of vehicles. The Association will coordinate and receive approval from Coast on the cleaning plan.
  - g. Association to provide proper directional signage in Association parking lot.
3. To the following provisions pertaining to Coast usage of Association PACIFIC AMPHITHEATRE:
- a. Association to provide and pay for the necessary parking services, stage lighting, sound (up to \$5,000.00 only) and curtains.
  - b. Association to provide coordination with Costa Mesa Police Department for traffic.
  - c. Association to provide electronic marquee board one week prior to date of Commencement Ceremony.
  - d. Association to provide and pay for five (5) security personnel from 4:30 p.m. – 7:30 p.m.
  - e. Association to provide cement bases for flag hanging. Amount and location TBD.
  - f. Association to provide and pay for theatre prep and post event clean-up.
  - g. Association to provide and pay for janitorial personnel.
  - h. To have Association's Master Concessionaire sell water, soda and light snacks during the Coast Commencement Ceremony. Alcoholic beverages will not be available.
  - i. Association to allow Coast to sell bookstore merchandise at no rent or commission to the Association.
  - j. Association to allow Coast to sell flowers at no rent or commission to the Association.
  - k. Association to provide electronic copy of OC Fair Summer Concert Series for inclusion in Coast Commencement Ceremony program.

- End Exhibit A -

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: Not Applicable

**PAYMENT PROVISIONS:**

There are no payment provisions, as this is a trade value contract.

-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 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> 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).

The 32<sup>nd</sup> District Agricultural Association agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Coast Community College District, its Colleges, its Board of Trustees, officers, directors and employees from any and all claims, suits, actions, damages, judgments and costs, including reasonable attorney's fees.

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

**20. LOSS LEADER:**

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

**EXHIBIT D – ADDITIONAL PROVISIONS**

**GIA 101**

**1. APPROVAL:**

This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

**2. AUDIT:**

The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

**3. PAYMENT:**

Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**4. 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.

**5. SUBCONTRACTING:**

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

**6. ADVANCE PAYMENT:**

The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

**7. DISPUTES:**

The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

**8. TIMELINESS:**

Time is of the essence in this Agreement.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

**1. List as the Additional Insured:**

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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

**4. Cancellation Notice:**

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

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride





**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

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  
JANUARY 2014**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-225-13	CANCELLED					
R-226-13	Orange County Register	Photo Shoot	Photo Shoot	Outside Hangar	12/17/13	\$1,917.00 In-Kind Trade \$95.00 Cash
R-227-13	Celebration of Life for Edward Michael Coffin	Memorial Service	Memorial Service	Silo Building	12/13/13	\$942.00
R-228-13	Muscular Dystrophy Association	Fill A Boot	Toy Drive	Front of Hangar	12/21/13-12/22/13	\$120.00
R-229-13	Gem Faire, Inc.	Trailer Parking	Trailer Parking	Lot G	12/13/13-02/18/14	\$868.00
R-007-14	Unites Scottish Society	Scots Fest	Cultural Festival	All Grounds	05/21/14-05/26/14	\$82,001.25
R-013-14	Roy Englebrecht Promotions	Fight Club OC	Boxing	The Hangar	02/12/14-02/13/14	\$11,999.00
R-017-14	The Dave Linden Group, Inc.	Orange County's Largest Mixer	Networking Event	Baja Blues, Costa Mesa Building, Huntington Beach Building, Courtyard	03/05/14-03/19/14	\$8,975.00 In-Kind Trade \$8,203.50 Cash
R-024-14	Allstar Events	Trabuco Hills High School Prom	Prom	The Hangar	02/01/14-02/02/14	\$11,219.50
R-029-14	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	05/07/14-05/12/14	\$42,543.50
R-030-14	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	08/20/14-08/25/14	\$42,543.50
R-031-14	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	10/15/14-10/20/14	\$42,543.50
R-032-14	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	12/10/14-12/15/14	\$42,543.50
R-037-14	ARAMARK National Events	Sears Lawn and Garden Training	Training	Anaheim Building	03/04/14-03/06/14	\$11,149.00
R-043-14	Rolling Antlers	Trailer Rally	Trailer Rally	Campground	01/10/14-01/12/14	\$25 per night per RV
R-044-14	Southern California Marine Aquarium Society	Reef-A-Palooza	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	10/24/14-10/27/14	\$25,618.50
R-045-14	Barrett-Jackson Auction Co. LLC	Trailer Parking	Trailer Parking	Lot G	01/14-06/14	\$1,350.00 per quarter
R-046-14	Krystal Sousa	Krystal and Brian's Wedding	Wedding	Millennium Barn	06/07/14	\$4,469.75
R-048-14	Southern California Sanitary Supply Association	Southern California Sanitary Supply Association Annual Trade Show	Trade Show	Huntington Beach Building	05/07/14-05/08/14	\$9,055.25
R-052-14	Travel Bees	Trailer Rally	Trailer Rally	Campground	02/21/14-02/23/14	\$25 per night per RV
R-056-14	Leslie Trasport	Trasport and Owen Wedding	Wedding and Reception	Centennial Farm, Millennium Barn	10/18/14-10/19/14	\$4,835.50
R-058-14	Capistrano Connections Academy	Capistrano Connections Academy Graduation	Graduation Ceremony	The Hangar, Baja Blues Lawn	06/16/14	\$9,214.00
R-059-14	County of Orange	Bioterrorism Emergency	Emergency Staging	All Grounds	01/01/14-12/31/14	Fee waived
R-060-14	County of Orange	Reception and Decontamination	Emergency Staging	All Grounds	01/01/14-12/31/14	Fee waived
R-061-14	Event Link, LLC	2014 Ram Training Tour	Market Research / Ride and Drive	Anaheim Building, Los Alamitos Building, OC Promenade	02/10/14-02/14/14	\$47,320.50
R-062-14	Swing It Trapeze, LLC	Swing It Trapeze	Trapeze School	Pacific Amphitheatre Concourse	01/08/14-04/29/14	\$13,375.00
R-063-14	Dogzilla Hotdogs	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00

**OC FAIR EVENT CENTER  
RENTAL AGREEMENTS FOR BOARD APPROVAL  
JANUARY 2014**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-064-14	Lime Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-065-14	Chunk-N-Chip Cookies	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-066-14	OC Burger Monster	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-067-14	Burnt Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-068-14	The Viking Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-069-14	A Bite Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-070-14	Piaggio	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-071-14	My Delight Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-072-14	Bear Flag Fish Company	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-073-14	Cousins Maine Lobster	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-074-14	Crepes Bonaparte	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-075-14	The Slummin' Gourmet	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-076-14	Lobsta Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-077-14	Waffle-icious	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-078-14	Kala Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-079-14	Grilled Cheese Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-080-14	Me So Hungry	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-081-14	Rolling Sushi Van	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-082-14	The Melt Truck	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-083-14	SOHO Taco	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-084-14	Waffles de Liege	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-085-14	TJ's Wood Fire Pizza	Food Truck Fair, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-086-14	All American Boys Chorus	Office and Rehearsal Headquarters	Annual Rentor	Livestock Building	01/01/14-12/31/14	\$940.00 per month
R-087-14	Orange County Farm Bureau	Farmer's Market	Farmer's Market	Lot D or Lot E	01/02/14-12/18/14	1% of Gross Sales
R-091-14	Leisure World Travel Club	Trailer Rally	Trailer Rally	Campground	02/14/14-02/16/14	\$25 per night per RV
R-092-14	Newport Beach Police Department	Officer Training	Officer Training	Lot H	01/01/14-12/31/14	\$60.00 per training day
R-093-14	Union of the Vietnamese Student Associations of Southern California (UVSA)	UVSA-Tet Festival	Cultural Festival	Lot I, Los Alamitos Building	02/05/14-02/10/14	\$85,778.75

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Orange County Register 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 17, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**Orange County Register Photo Shoot**

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

**\$1,917.00 In-Kind Trade**  
**\$95.00 Payment**

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

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

Orange County Register  
 625 North Grand Avenue  
 Santa Ana, CA 92701

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Lelani Bluner Kroeker, VP Marketing**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Orange County Register Photo Shoot  
 Contact Person: Lelani Bluner Kroeker  
 Event Date: 12/17/2013

Contract No: R-226-13  
 Phone: (714) 796-3530  
 Hours: 2:00 PM - 7:00 PM

Vehicle Parking Fee: Private Event

Projected Attendance: 50

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	12/17/2013 02:00 PM - 07:00 PM	Event	1,500.00*
1/3 Main Mall	12/17/2013 02:00 PM - 07:00 PM	Event	417.00*

\*In-Kind Trade = \$1,917.00

**Total:** 1,917.00\*

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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Any requests for equipment not listed on this agreement will result in additional charges.

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Grounds Attendant	12/17/2013 02:00 PM - 07:00 PM	1.00 EA	19.00 HR	95.00

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

**Total:** 95.00

## Summary

### OCFEC In-Kind Trade:

Facility Rental Total \$1,917.00

**\*In-Kind Trade Total:** \$1,917.00

Estimated Equipment, Reimbursable Personnel and Services Total \$95.00

**Grand Total:** \$95.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/17/2013	\$95.00

**Total:** \$95.00

**Payment Total:** \$95.00

Please Remit Payment in \*Check Only\*

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

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

### OVATIONS:

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

**In-Kind Trade:** Promotional value derived from the Orange County Register releasing a Christmas Day - 2013 article featuring The Hangar.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roberta Coffin** 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 13, 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:

**Celebration of Life for Edward Michael Coffin**

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

**\$942.00**

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.

**Roberta Coffin**  
**12302 Enramada Drive**  
**Santa Ana, CA 92705**

By \_\_\_\_\_

Title: **Roberta Coffin**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

# EXHIBIT A

## Event Information

Event Name: Celebration of Life for Edward Michael Coffin  
 Contact Person: Roberta Coffin  
 Event Date: 12/13/2013

Contract No: R-227-13  
 Phone: (714) 272-2002  
 Hours: 4:00 PM - 6:00 PM

Vehicle Parking Fee: Private Event

Projected Attendance: 150

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday	12/13/2013 04:00 PM - 06:00 PM	Event	300.00
Silo Building			
<b>Total:</b>			<b>300.00</b>

## 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
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
<b>Total:</b>				<b>143.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.00 HR	76.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.00 HR	76.00
<b>Guest Relations</b>				
Security Attendant	12/13/2013 03:30 PM - 06:30 PM	1.00 EA	19.00 HR	57.00
<b>Insurance</b>				
S.E.L.I. Insurance	12/13/2013	1.00 DAY	90.00 DAY	90.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 8:00 PM on Friday - December 13, 2013.</i>				
<b>Total:</b>				<b>299.00</b>

## Summary

Facility Rental Total	\$300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$442.00
Refundable Deposit	\$200.00
<b>Grand Total:</b>	<b>\$942.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/11/2013	\$942.00
<b>Total:</b>		<b>\$942.00</b>
<b>Payment Total:</b>		<b>\$942.00</b>

Please Remit Payment in \*Check Only\*

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

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

## OVATIONS:

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Muscular Dystrophy Association Inc. hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 21 - 22, 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:

**MDA Fill-A-Boot**

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

**\$120.00**

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.

**Muscular Dystrophy Association Inc.**  
**5836 Corporate Avenue, Suite 110**  
**Cypress, CA 90630**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Laura McNary, Fundraising Coordinator**Title: **Sharon Augenstein, Chief Financial Officer**



# EXHIBIT A

## Event Information

Event Name: Muscular Dystrophy Association Inc./ Fill A Boot  
 Contact Person: Laura McNary  
 Event Date: 12/21/2013 - 12/22/2013

Contract No: R-228-13  
 Phone: (714) 245-0921  
 Hours: 9:00 AM - 3:00 PM

Vehicle Parking Fee: No Parking Fee

Projected Attendance: 100

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday	12/21/2013 09:00 AM - 03:00 PM	Event	60.00
The Hangar			
Sunday	12/22/2013 09:00 AM - 03:00 PM	Event	60.00
The Hangar			
Total:			\$120.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Any requests for equipment not listed on this agreement will result in additional charges.				

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Any requests for personnel not listed on this agreement will result in additional charges.				
Total:				0.00

## Summary

<u>OCFEC In-Kind Trade:</u>	
Facility Rental Total	\$120.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Grand Total:	\$120.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/21/2013	\$120.00
Total:		\$120.00
Payment Total:		\$120.00

Please Reinit 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.

## INSURANCE

Muscular Dystrophy Associations must provide proof of insurance before opening of event.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Gem Faire, Inc. hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 23, 2013 – February 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:

**Gem Faire**

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

**\$868.00**

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.

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

By \_\_\_\_\_

Title: Steve Small, President

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
Contact Person: Steve Small  
Event Dates: 12/23/2013 - 02/18/2014

Contract No: R-229-13  
Phone: (503) 252-8300  
Hours: All Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday	12/19/2013 - 02/18/2014 @ 14.00 Per/Day	Event	14.00
Parking Lot G			
		Total:	868.00

## Summary

Facility Rental Total \$868.00

Grand Total: \$868.00

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Full payment	01/03/2014	\$868.00

Total: \$868.00

Payment Total: \$868.00

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.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **United Scottish Society, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 21 - 26, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**Scots Fest**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$82,001.25**
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. 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.

**United Scottish Society, Inc.**  
**P.O. Box 2237**  
**Palos Verdes, CA 90274**

By \_\_\_\_\_

Title: **Tom Reoch Jr., Promoter/ Chieftain**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

Title: **Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

Event Name: Scots Fest  
Contact Person: Tom Reoch Jr.  
Event Dates: 05/24/2014 - 05/25/2014

Contract No: R-007-14  
Phone: (949) 716-7540  
Hours: Saturday: 09:00 AM - 05:00 PM  
Sunday: 09:00 AM - 05:00 PM

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

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10,000

## Facility Rental Fees

### Facility and/or Area Fees

### Date-Time

### Activity

### Actual

Scots Fest is permitted to move tables and chairs into The Hangar and the Los Alamitos Building (#14) on Wednesday - 05/21/2014.

### Thursday

Action Sports Arena	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Asphalt	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Grass Area	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/22/2014 06:00 AM - 11:59 PM	Move In	0.00

### Friday

Action Sports Arena	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Asphalt	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Grass Area	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/23/2014 06:00 AM - 11:59 PM	Move In	0.00

### Saturday

Action Sports Arena	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Campground	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/24/2014 09:00 AM - 05:00 PM	Event	0.00

# EXHIBIT A

## Event Information

Courtyard	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Huntington Beach Building (#12)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/24/2014 09:00 AM - 05:00 PM	Event	0.00
<b>Sunday</b>			
Action Sports Arena	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Campground	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Courtyard	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Huntington Beach Building (#12)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/25/2014 09:00 AM - 05:00 PM	Event	0.00
<b>Monday</b>			
Action Sports Arena	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Anaheim Building (#16)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Baja/Arena Lawn	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Campground	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Centennial Way	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Costa Mesa Building (#10)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Country Meadows	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Courtyard	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Crafters Village	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Asphalt	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Grass Area	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Huntington Beach Building (#12)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Livestock Lane	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Los Alamitos Building (#14)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Main Mall	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
OC Promenade (The Span)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Park Plaza	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Parking Lot P	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
South Lawn	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00
The Hangar	05/26/2014 06:00 AM - 11:59 PM	Move Out	0.00

**Total: 30,000.00**

**Facility Rental Fee will be \$30,000 or \$2.00 per ticket sold, whichever is greater. Fee shall be calculated based upon and deducted from Gross Admissions Revenue.**

# EXHIBIT A

## Event Information

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop ( <i>First Aid Trailer</i> )	TBD	TBD EA	70.00 EA	TBD
Banner Light Pole	TBD	TBD EA	75.00 EA	TBD
Barricade ( <i>Plastic</i> )	Estimate 90	90.00 EA	15.00 EA	1,350.00
Bench - Metal ( <i>No Charge; Labor Only</i> )	Estimate 50	50.00 EA	15.00 EA	No Charge
Bleacher ( <i>No Charge; Labor Only</i> )	Estimate 4	4.00 EA	15.00 EA	No Charge
CAD Services	TBD	TBD HR	45.00 HR	TBD
Cable Ramp	Estimate 15	15.00 EA	15.00 EA	225.00
Chair	Estimate 115	115.00 EA	2.50 EA	287.50
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Splitter Box	Estimate 35	35.00 EA	55.00 EA	1,925.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 30 Hours	30.00 HR	75.00 HR	2,250.00
Hang Tag - 2 Days	Estimate 90	90.00 EA	8.00 EA	720.00
Information Booth	Estimate 3	3.00 EA	100.00 EA	300.00
Man Lift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Marquee Board ( <i>14 Consecutive Days</i> )	05/12/2014 - 05/25/2014	2.00 WK	450.00 WK	900.00
Picnic Table ( <i>Rectangular &amp; Round</i> )	Estimate 50	50.00 EA	15.00 EA	750.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	05/24/2014 - 05/25/2014	3.00 EA	75.00 EA/DAY	450.00
Propane Tank	Estimate 80	80.00 GAL	2.00 GAL	160.00
RVs ( <i>Campground</i> )	TBD	TBD EA	20.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper ( <i>In-House</i> )	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Tent ( <i>Campground</i> )	TBD	TBD EA	10.00 EA	TBD
Ticket Booth	Estimate 8	8.00 EA	100.00 EA	800.00
Wind Master ( <i>Small</i> )	TBD	TBD EA	15.00 EA	TBD
Total:				15,542.50

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Admissions</b>				
<b>Saturday</b>				
<b>Blue Gate</b>				
Ticket Seller - Blue Gate	05/24/2014 07:30 AM - 04:30 PM	2.00 EA	19.50 HR	351.00
Ticket Seller - Blue Gate	05/24/2014 08:30 AM - 02:00 PM	2.00 EA	19.50 HR	214.50
Ticket Taker - Blue Gate	05/24/2014 08:00 AM - 06:30 PM	1.00 EA	19.50 HR	204.75
Ticket Taker - Blue Gate	05/24/2014 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
<b>Green Gate</b>				
Ticket Seller - Green Gate	05/24/2014 06:30 AM - 04:30 PM	1.00 EA	19.50 HR	195.00
Ticket Seller - Green Gate	05/24/2014 07:30 AM - 03:00 PM	1.00 EA	19.50 HR	146.50
Ticket Seller - Green Gate	05/24/2014 08:30 AM - 04:00 PM	2.00 EA	19.50 HR	292.50
Ticket Seller - Green Gate	05/24/2014 09:30 AM - 04:00 PM	2.00 EA	19.50 HR	253.50
Ticket Taker - Green Gate	05/24/2014 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Ticket Taker - Green Gate	05/24/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
<b>Lot I</b>				
Ticket Seller - Lot I	05/24/2014 07:30 AM - 02:00 PM	2.00 EA	19.50 HR	253.50
Ticket Seller - Lot I	05/24/2014 09:00 AM - 03:00 PM	2.00 EA	19.50 HR	234.00
Ticket Seller - Lot I	05/24/2014 10:00 AM - 04:30 PM	1.00 EA	19.50 HR	126.75
Ticket Taker - Lot I	05/24/2014 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
Ticket Taker - Lot I	05/24/2014 09:00 AM - 06:30 PM	1.00 EA	19.50 HR	185.25
Ticket Seller - Break Staff	05/24/2014 10:00 AM - 03:00 PM	2.00 EA	19.50 HR	195.00
Ticket Taker - Break Staff	05/24/2014 10:00 AM - 03:00 PM	1.00 EA	19.50 HR	97.50
Ticket Seller Lead	05/24/2014 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/24/2014 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00

# EXHIBIT A

## Event Information

Admissions Office Staff	05/24/2014 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Money Room Attendant	05/24/2014 06:30 AM - 07:00 PM	1.00 EA	19.50 HR	243.75

## Sunday

### Blue Gate

Ticket Seller - Blue Gate	05/25/2014 07:30 AM - 04:30 PM	2.00 EA	19.50 HR	351.00
Ticket Seller - Blue Gate	05/25/2014 08:30 AM - 02:00 PM	2.00 EA	19.50 HR	214.50
Ticket Taker - Blue Gate	05/25/2014 08:00 AM - 06:30 PM	1.00 EA	19.50 HR	204.75
Ticket Taker - Blue Gate	05/25/2014 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50

### Green Gate

Ticket Seller - Green Gate	05/25/2014 06:30 AM - 04:30 PM	1.00 EA	19.50 HR	195.00
Ticket Seller - Green Gate	05/25/2014 07:30 AM - 03:00 PM	1.00 EA	19.50 HR	146.25
Ticket Seller - Green Gate	05/25/2014 08:30 AM - 04:00 PM	2.00 EA	19.50 HR	292.50
Ticket Seller - Green Gate	05/25/2014 09:30 AM - 04:00 PM	2.00 EA	19.50 HR	253.50
Ticket Taker - Green Gate	05/25/2014 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Ticket Taker - Green Gate	05/25/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00

### Lot I

Ticket Seller - Lot I	05/25/2014 07:30 AM - 02:00 PM	2.00 EA	19.50 HR	253.50
Ticket Seller - Lot I	05/25/2014 09:00 AM - 03:00 PM	2.00 EA	19.50 HR	234.00
Ticket Seller - Lot I	05/25/2014 10:00 AM - 04:30 PM	1.00 EA	19.50 HR	126.75
Ticket Taker - Lot I	05/25/2014 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
Ticket Taker - Lot I	05/25/2014 09:00 AM - 06:30 PM	1.00 EA	19.50 HR	185.25

Ticket Seller - Break Staff	05/25/2014 10:00 AM - 03:00 PM	2.00 EA	19.50 HR	195.00
Ticket Taker - Break Staff	05/25/2014 10:00 AM - 03:00 PM	1.00 EA	19.50 HR	97.50

Ticket Seller Lead	05/25/2014 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/25/2014 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00
Admissions Office Staff	05/25/2014 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Money Room Attendant	05/25/2014 06:30 AM - 07:00 PM	1.00 EA	19.50 HR	243.75

## Event Operations

### Set Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 10 Hours	10.00 HR	45.00 HR	450.00
Plumber	Estimate 5 Hours	5.00 HR	45.00 HR	225.00

### Event Days

Grounds Attendant Lead	05/24/2014 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/24/2014 06:00 AM - 07:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant Lead	05/24/2014 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/24/2014 07:00 AM - 07:00 PM	10.00 EA	19.50 HR	2,340.00
Electrician	05/24/2014 07:00 AM - 06:00 PM	1.00 EA	45.00 HR	495.00

Grounds Attendant Lead	05/25/2014 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/25/2014 06:00 AM - 07:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant Lead	05/25/2014 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/25/2014 07:00 AM - 07:00 PM	9.00 EA	19.50 HR	2,106.00
Electrician	05/25/2014 08:00 AM - 07:00 PM	1.00 EA	45.00 HR	495.00

### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00
Electrician	Estimate 8 Hours	8.00 HR	45.00 HR	360.00
Plumber	Estimate 5 Hours	5.00 HR	45.00 HR	225.00



# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	05/24/2014 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	05/25/2014 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00

### Guest Relations

Overnight Security Attendant	05/23/2014 06:00 PM - 05/24/2014 08:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant Lead	05/24/2014 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/24/2014 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50
Overnight Security Attendant	05/24/2014 07:00 PM - 05/25/2014 08:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant Lead	05/25/2014 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/25/2014 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50

### Parking

Parking Attendant Lead	05/23/2014 06:00 AM - 04:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	05/23/2014 06:00 AM - 04:00 PM	3.00 EA	19.50 HR	585.00

### Technology

Technology Attendant	Estimate 16 Hours (Setup, Adjustment & Teardown)	16.00 HR	35.00 HR	560.00
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### Outside Services

Event Medical Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Fencing For Perimeter	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00
Speedway - ASA Track Preparation	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00

Total: 36,458.75

### Summary

Facility Rental Total	**\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$52,001.25

Grand Total: \$82,001.25

\*\* Scots Fest will pay estimated reimbursable charges per below payment schedule. OC FEC will retain Facility/Area Rental Fee balance from Gross Admissions Revenue.

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/21/2014	\$13,000.50
Second Payment	02/21/2014	\$13,000.25
Third Payment	03/21/2014	\$13,000.25
Fourth Payment	04/21/2014	\$13,000.25

Total: \$52,001.25

Payment Total: \$52,001.25

Camper space fee is \$25.00 per night. Tent camping is \$10.00 per tent per night. Scots Fest to submit itemized list detailing number of units/days stayed. The list is to be submitted by no later than Wednesday - May 28, 2014. Total space fees will be deducted from Gross Admissions Revenue.

Please Remit Payment in \*Check Only\*

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** 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 **February 12 - 13, 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:

**Fight Club OC**

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

**\$11,999.00**

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

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

By \_\_\_\_\_

Title: **Roy Englebrecht, Owner**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 02/13/2014

Contract No: R-013-14  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

### Facility and/or Area Fees

Wednesday

The Hangar

Thursday

The Hangar

### Facility Rental Fees

#### Date-Time

#### Activity

#### Actual

02/12/2014 06:00 AM - 11:00 PM

Move In

500.00

02/13/2014 05:30 PM - 09:30 PM

Event

2,000.00

**Total:**

**2,500.00**

### Estimated Equipment Fees

#### Description

#### Date-Time

#### Units

#### Rate

#### Actual

Barricade

Flat Rate (Delivery & Pick Up Only, No Set Up)

TBD EA

200.00 EVT

200.00

Chair (Individual)

Estimate 300

300.00 EA

1.00 EA

300.00

Chair (Tied)

Estimate 1,000

1,000.00 EA

2.00 EA

2,000.00

Dumpster

Estimate 6

6.00 EA

18.00 EA

108.00

Electrical Splitter Box

TBD

TBD EA

45.00 EA

TBD

Electrical Usage Rate

Flat Rate

1.00 EA

200.00 EVT

200.00

Forklift

Estimate 3 Hours (Suites)

3.00 HR

75.00 HR

225.00

Man Lift

Estimate 3 Hours (Banners)

3.00 HR

75.00 HR

225.00

Marquee Board (5 Consecutive Days)

TBD

TBD

150.00 EVT

TBD

Projector and Screen

02/13/2014

1.00 EA

1,500.00 DAY

1,500.00

Scissor Lift

Per Day (Production Only)

2.00 HR

75.00 HR

150.00

Stanchion Per Pole

Estimate 32

32.00 EA

1.00 EA

32.00

Sweeper (In-House)

Flat Rate

2.00 HR

75.00 HR

150.00

100/200 Amp Drop

As Needed Per Request

TBD EA

140.00 EA

TBD

Bleacher

As Needed Per Request

TBD EA

250.00 EA

TBD

Cable Ramp

As Needed Per Request

TBD EA

15.00 EA

TBD

Internet Line

As Needed Per Request

TBD EA

50.00 EA/DAY

TBD

Portable Electronic Message Board

As Needed Per Request

TBD EA

75.00 EA/DAY

TBD

Trussing Unit

As Needed Per Request

TBD EA

100.00 EA

TBD

**Total:**

**5,090.00**

### Reimbursable Personnel Fees

#### Description

#### Date-Time

#### Units

#### Rate

#### Actual

#### Event Operations

Set Up

Grounds Attendant

Estimate 10 Hours

10.00 HR

19.50 HR

195.00

Electrician

Estimate 2 Hours

2.00 HR

45.00 HR

90.00

#### Event Day

Grounds Attendant Lead

02/13/2014 05:30 PM - 09:30 PM

1.00 EA

30.00 HR

120.00

Grounds Attendant

02/13/2014 05:30 PM - 09:30 PM

2.00 EA

19.50 HR

156.00

Janitorial Attendant

02/13/2014 05:30 PM - 09:30 PM

2.00 EA

19.50 HR

156.00

Electrician

02/13/2014 05:30 PM - 09:30 PM

1.00 EA

45.00 HR

180.00

#### Tear Down

Grounds Attendant Lead

Estimate 5 Hours

5.00 HR

30.00 HR

150.00

Grounds Attendant

Estimate 10 Hours

10.00 HR

19.50 HR

195.00

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

#### Event Sales & Services

Event Coordinator

02/13/2014 05:30 PM - 09:30 PM

1.00 EA

40.00 HR

160.00

# EXHIBIT A - Thursday

## Event Information

### Guest Relations

Security Attendant Lead	02/13/2014 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	02/13/2014 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	02/13/2014 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Parking

Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
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### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	263.00 HR	263.00

**Total: 3,909.00**

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,999.00
Refundable Deposit	\$500.00

**Grand Total: \$11,999.00**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/30/2014	\$6,500.00
Second Payment (Balance)	02/10/2014	\$5,499.00

**Total: \$11,999.00**

**Payment Total: \$11,999.00**

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 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.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

# EXHIBIT A - Thursday

## Event Information

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus 10% from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2014 (not inclusive of the 2014 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

DRAFT

REVIEWED \_\_\_\_\_

DATE **January 15, 2014**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The Dave Linden Group, 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 premises: from **Kick Off - March 5, 2014**  
**Mixer - March 19, 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:  
**Orange County's Largest Mixer**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$8,203.50**  
**In-Kind Trade = \$8,975.00**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees 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.

**The Dave Linden Group, Inc.**  
**578 Washington Boulevard, #680**  
**Marina Del Rey, CA 90292**

By \_\_\_\_\_

Title: **David Linden, Promoter**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

# EXHIBIT A

## Event Information

Event Name: Orange County's Largest Mixer  
Contact Person: David Linden  
Event Dates: 03/05/2014 & 03/19/2014

Contract No: R-017-14  
Phone: (310) 862-2878  
Hours: Kick Off: 5:30 PM - 7:30 PM  
Mixer: 5:00 PM - 9:00 PM

Admission Price: Adult: \$20.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
Wednesday			
Baja Blues Restaurant	03/05/2014 05:30 PM - 07:30 PM	Event	In-Kind Trade*
Tuesday			
Costa Mesa Building (#10)	03/18/2014 06:00 AM - 10:00 PM	Move In	In-Kind Trade*
Huntington Beach Building (#12)	03/18/2014 06:00 AM - 10:00 PM	Move In	In-Kind Trade*
Wednesday			
Costa Mesa Building (#10)	03/19/2014 05:00 PM - 09:00 PM	Event	1,975.00*
Huntington Beach Building (#12)	03/19/2014 05:00 PM - 09:00 PM	Event	1,475.00*
Courtyard	03/19/2014 05:00 PM - 09:00 PM	Event	275.00*

In-Kind Trade Total = \$7,825.00

\*See In-Kind Trade details under payment schedule (includes facility rental at 1/2 rate on Event Day)

Total: 3,725.00

-Move out must be completed by 11:59 PM on Wednesday - March 19, 2014, to avoid additional charges.

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
5.5 MB Internet	TBD	TBD EA	50.00 DAY	TBD
Barricade	TBD	TBD 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	In-Kind*
Forklift	Estimate TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	03/05/2014 / 03/19/2014	1.00 EA	75.00 EA/DAY	In-Kind*
Scissor Lift	TBD (Based on Electrical Layout)	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Wireless Router	TBD	TBD EA	75.00 EA/DAY	TBD

In-Kind Trade Total = \$1,150.00

\*See In-Kind Trade details under payment schedule

Total: 845.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
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
<b>Event Day</b>				
Grounds Attendant Lead	03/19/2014 04:00 PM - 10:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	03/19/2014 04:00 PM - 10:00 PM	1.00 EA	19.50 HR	117.00
Janitorial Attendant	03/19/2014 04:00 PM - 10:00 PM	4.00 EA	19.50 HR	468.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Event Sales &amp; Services</b>				
Kick Off				
Event Coordinator	03/05/2014 04:30 PM - 07:30 PM	1.00 EA	40.00 HR	120.00

# EXHIBIT A

## Event Information

<b>Mixer</b>				
Event Coordinator	03/19/2014 04:00 PM - 09:00 PM	1.00 EA	40.00 HR	200.00

### Guest Relations

<b>Kick Off</b>				
Security Attendant	03/05/2014 04:30 PM - 08:30 PM	1.00 EA	19.50 HR	78.00

<b>Mixer</b>				
Security Attendant	03/19/2014 04:30 PM - 09:30 PM	2.00 EA	19.50 HR	195.00
<i>(Security based on 2013 event)</i>				

### Parking

<b>Set Up</b>				
Parking Attendant Lead	03/19/2014 11:00 AM - 03:00 PM	1.00 EA	30.00 HR	120.00
Parking Attendant	03/19/2014 11:00 AM - 03:00 PM	2.00 EA	19.50 HR	156.00

### Outside Services

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

<b>Kick Off</b>				
S.E.L.I. Insurance	03/05/2014	1.00 EA	90.00 DAY	90.00

Due to S.E.L.I coverage expiration, move out must be completed by 11:59 PM on March 5, 2014.

**Total: 2,633.50**

### Summary

### OCFEC In-Kind Trade:

Facility Rental Total	\$7,825.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,150.00
<b>In-Kind Trade Total:</b>	<b>\$8,975.00</b>

Facility Rental Total	\$3,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,478.50
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$8,203.50</b>

### Payment Schedule

### Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
Second Payment	12/27/2013	1,000.00
Third Payment	01/06/2014	3,601.75
	02/05/2014	3,601.75

**Total: 8,203.50**

**Payment Total: 8,203.50**

Please Remit Payment in \*Check Only\*

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

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



# EXHIBIT A

## Event Information

### OCFEC In-Kind Trade:

Facility Rental Total	\$7,825.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,150.00
<b>In-Kind Trade Total:</b>	<b>\$8,975.00</b>

In exchange for above outlined \$8,975.00 In-Kind Trade, it has been mutually agreed that The Dave Linden Group, Inc. will provide trade to OCFEC as follows:

The following In-Kind Trade opportunities will be provided to OC Fair & Event Center:

1. Booth space at OC's Largest Mixer
2. Full page ad in the event directory
3. Opportunity for a bag insert
4. OC's Largest Mixer Kick-Off table space or area
5. Opportunity for booth space at other 2013 mixer events

The official event location "OC Fair & Event Center" will be presented in the following advertising mediums:

1. Daily Pilot: Print Ads
2. El Aviso: Print Ads
3. ESPN Radio: Radio Ads
4. KRLA: Radio Ads
5. La Opinion: Newspaper Ads
6. KDOC TV: TV Ads
7. Newport Independent: Newspaper Ads
8. 30 Orange County Area Chambers of Commerce: Logo Inclusion on event flyers sent to their members
9. Logo on event tickets
10. Logo on event website
11. Mailing list of event attendees
12. Social Media Inclusion (Promotional Collaboration)

By \_\_\_\_\_

**Title: David Linden, Promoter**

By \_\_\_\_\_

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Allstar Events** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **February 1 - 2, 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:

**Trabuco Hills High School Prom**

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

**\$11,219.50**

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

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

**Allstar Events**  
**31981 Dove Canyon Drive**  
**Trabuco Canyon, CA 92679**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Kenney Hrabik, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Allstar Events/Trabuco Hills High School Prom  
 Contact Person: Kenney Hrabik  
 Event Date: 02/01/2014

Contract No: R-024-14  
 Phone: (949) 255-7827  
 Hours: 7:30 PM - 11:30 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 400

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	02/01/2014 07:30 PM - 11:30 PM	Event	3,150.00
<b>Sunday</b>			
The Hangar	02/02/2014 06:00 AM - 11:00 PM	Dark	3,150.00

-Move out must be completed by 11:59 PM on Saturday - February 2, 2014 to avoid additional charges. Total: 6,300.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Portable Electronic Message Board	02/01/2014	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen (Hangar)	02/01/2014	TBD EA	3,300.00 EA/DAY	TBD
Sweeper	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>1,057.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Day</b>				
Grounds Attendant Lead	02/01/2014 06:30 PM - 11:30 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	02/01/2014 06:30 PM - 11:30 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	02/01/2014 06:30 PM - 11:30 PM	2.00 EA	19.50 HR	195.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 4 Hours	4.00 EA	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

## Event Sales & Services

Event Coordinator 02/01/2014 06:30 PM - 11:30 PM 1.00 EA 40.00 HR 200.00

## Outside Services

State Fire Marshal Estimate 1 Hour (Plan Review and/or Site Inspection) 1.00 HR 263.00 HR 263.00

## Parking

Parking Attendant Lead Estimate 4 Hours 4.00 HR 30.00 HR 120.00  
 Parking Attendant Estimate 8 Hours 8.00 HR 19.50 HR 156.00

## Security

Allstar Events, Inc is responsible for providing security during the event.

**Total: 1,862.50**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$6,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,919.50
Parking Buyout	\$1,000.00
Refundable Deposit	\$1,000.00

**Grand Total:** **\$11,219.50**

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/16/2013	\$1,000.00
Second Payment	11/01/2013	\$3,406.50
Third Payment	12/02/2013	\$3,406.50
Fourth Payment	01/02/2014	\$3,406.50

**Payment Total:** **\$11,219.50**

Please Remit Payment in \*Check Only\*

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

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

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 7 - 12, 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:

**Gem Faire**

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

**\$42,543.50**

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

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

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

By \_\_\_\_\_

**Title: Steve Small, President**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
Contact Person: Steve Small  
Event Dates: 05/09/2014 - 05/11/2014

Contract No: R-029-14  
Phone: (503) 252-8300  
Hours: Friday: 12:00 PM - 06:00 PM  
Saturday: 10:00 AM - 06:00 PM  
Sunday: 10:00 AM - 05:00 PM  
\* Friday: 10:00 AM - 12:00 PM  
(\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
<b>Wednesday</b>			
Costa Mesa Building (#10)	05/07/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	05/07/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Thursday</b>			
Costa Mesa Building (#10)	05/08/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	05/08/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Friday</b>			
Costa Mesa Building (#10)	05/09/2014 12:00 PM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	05/09/2014 12:00 PM - 06:00 PM	Event	1,550.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/10/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	05/10/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>			
Costa Mesa Building (#10)	05/11/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	05/11/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Monday</b>			
Costa Mesa Building (#10)	05/12/2014 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/12/2014 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 22,000.00

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade	Estimate 45	45.00 EA	15.00 EA	675.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (7 Consecutive Days)	05/05/2014 - 05/11/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	05/09/2014 - 05/11/2014	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	05/09/2014 - 05/11/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	10.00 EA	10.00

Total: 9,200.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	05/09/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/09/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	05/09/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	05/10/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/10/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	05/10/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	05/11/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	05/11/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	05/11/2014 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 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

### Event Sales & Services

Event Coordinator	05/09/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/10/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/11/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Guest Relations

Security Attendant - OVERNIGHT	05/07/2014 05:00 PM - 05/08/2014 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	05/08/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	05/08/2014 06:00 PM - 05/09/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/09/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	05/09/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	05/09/2014 06:00 PM - 05/10/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/10/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	05/10/2014 06:00 PM - 05/11/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/11/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	05/11/2014 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

### Parking

Parking Attendant Lead	05/08/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	05/08/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EA	100.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 10,543.50**

### Summary

Facility Rental Total	\$22,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,743.50
Refundable Deposit	\$800.00

**Grand Total: \$42,543.50**

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

First Payment  
Second Payment  
Third Payment  
Fourth Payment

<u>Due Date</u>	<u>Amount</u>
11/07/2013	\$1,000.00
02/07/2014	\$13,848.00
03/07/2014	\$13,848.00
04/07/2014	\$13,847.50

Total: \$42,543.50

Payment Total: \$42,543.50

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



REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 20 - 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:

**Gem Faire**

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

**\$42,543.50**

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

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

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Steve Small, President****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
Contact Person: Steve Small  
Event Dates: 08/22/2014 - 08/24/2014

Contract No: R-030-14  
Phone: (503) 252-8300  
Hours: Friday: 12:00 PM - 06:00 PM  
Saturday: 10:00 AM - 06:00 PM  
Sunday: 10:00 AM - 05:00 PM  
\* Friday: 10:00 AM - 12:00 PM  
(\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility and/or Area Fees		Facility Rental Fees	Activity	Actual
		Date-Time		
<b>Wednesday</b>				
Costa Mesa Building (#10)		08/20/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)		08/20/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Thursday</b>				
Costa Mesa Building (#10)		08/21/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)		08/21/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Friday</b>				
Costa Mesa Building (#10)		08/22/2014 12:00 PM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)		08/22/2014 12:00 PM - 06:00 PM	Event	1,550.00
<b>Saturday</b>				
Costa Mesa Building (#10)		08/23/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)		08/23/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>				
Costa Mesa Building (#10)		08/24/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)		08/24/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Monday</b>				
Costa Mesa Building (#10)		08/25/2014 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)		08/25/2014 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 22,000.00

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade	Estimate 45	45.00 EA	15.00 EA	675.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (7 Consecutive Days)	08/18/2014 - 08/24/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	08/22/2014 - 08/24/2014	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	08/22/2014 - 08/24/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	10.00 EA	10.00

Total: 9,200.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	08/22/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/22/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	08/22/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	08/23/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/23/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	08/23/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	08/24/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/24/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	08/24/2014 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 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

### Event Sales & Services

Event Coordinator	08/22/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/23/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/24/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Guest Relations

Security Attendant - OVERNIGHT	08/20/2014 05:00 PM - 08/21/2014 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	08/21/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	08/21/2014 06:00 PM - 08/22/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/22/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	08/22/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	08/22/2014 06:00 PM - 08/23/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/23/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	08/23/2014 06:00 PM - 08/24/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/24/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	08/24/2014 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

### Parking

Parking Attendant Lead	08/21/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	08/21/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EA	100.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 10,543.50**

### Summary

Facility Rental Total	\$22,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,743.50
Refundable Deposit	\$800.00

**Grand Total: \$42,543.50**

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/20/2014	\$1,000.00
Second Payment	05/20/2014	\$13,848.00
Third Payment	06/20/2014	\$13,848.00
Fourth Payment	07/21/2014	\$13,847.50

Total: \$42,543.50

Payment Total: \$42,543.50

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

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

INTERIM XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 15 - 20, 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:  
**Gem Faire**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$42,543.50**
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 of agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Steve Small, President**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
Contact Person: Steve Small  
Event Dates: 10/17/2014 - 10/19/2014

Contract No: R-031-14  
Phone: (503) 252-8300  
Hours: Friday: 12:00 PM - 06:00 PM  
Saturday: 10:00 AM - 06:00 PM  
Sunday: 10:00 AM - 05:00 PM  
\* Friday: 10:00 AM - 12:00 PM  
(\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
<b>Wednesday</b>			
Costa Mesa Building (#10)	10/15/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	10/15/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Thursday</b>			
Costa Mesa Building (#10)	10/16/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	10/16/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Friday</b>			
Costa Mesa Building (#10)	10/17/2014 12:00 PM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	10/17/2014 12:00 PM - 06:00 PM	Event	1,550.00
<b>Saturday</b>			
Costa Mesa Building (#10)	10/18/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	10/18/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>			
Costa Mesa Building (#10)	10/19/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	10/19/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Monday</b>			
Costa Mesa Building (#10)	10/20/2014 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/20/2014 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 22,000.00

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade	Estimate 45	45.00 EA	15.00 EA	675.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (7 Consecutive Days)	10/13/2014 - 10/19/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	10/17/2014 - 10/19/2014	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	10/17/2014 - 10/19/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	10.00 EA	10.00

Total: 9,200.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	10/17/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/17/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	10/17/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	10/18/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/18/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	10/18/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	10/19/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	10/19/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	10/19/2014 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 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

### Event Sales & Services

Event Coordinator	10/17/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/18/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/19/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Guest Relations

Security Attendant - OVERNIGHT	10/15/2014 05:00 PM - 10/16/2014 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	10/16/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	10/16/2014 06:00 PM - 10/17/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/17/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	10/17/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	10/17/2014 06:00 PM - 10/18/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/18/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	10/18/2014 06:00 PM - 10/19/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/19/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	10/19/2014 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

### Parking

Parking Attendant Lead	10/16/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	10/16/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EA	100.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 10,543.50**

### Summary

Facility Rental Total	\$22,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,743.50
Refundable Deposit	\$800.00

**Grand Total: \$42,543.50**

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

First Payment  
Second Payment  
Third Payment  
Fourth Payment

<u>Due Date</u>	<u>Amount</u>
04/15/2014	\$1,000.00
07/15/2014	\$13,848.00
08/15/2014	\$13,848.00
09/15/2014	\$13,847.50

Total: \$42,543.50

Payment Total: \$42,543.50

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.



REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 10 - 15, 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:

**Gem Faire**

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

**\$42,543.50**

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

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

**Gem Faire, Inc.**  
**P.O. Box 55337**  
**Portland, OR 97238**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Steve Small, President****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
Contact Person: Steve Small  
Event Dates: 12/12/2014 - 12/14/2014

Contract No: R-032-14  
Phone: (503) 252-8300  
Hours: Friday: 12:00 PM - 06:00 PM  
Saturday: 10:00 AM - 06:00 PM  
Sunday: 10:00 AM - 05:00 PM  
\* Friday: 10:00 AM - 12:00 PM  
(\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
<b>Wednesday</b>			
Costa Mesa Building (#10)	12/10/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	12/10/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Thursday</b>			
Costa Mesa Building (#10)	12/11/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	12/11/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Friday</b>			
Costa Mesa Building (#10)	12/12/2014 12:00 PM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	12/12/2014 12:00 PM - 06:00 PM	Event	1,550.00
<b>Saturday</b>			
Costa Mesa Building (#10)	12/13/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	12/13/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>			
Costa Mesa Building (#10)	12/14/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	12/14/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Monday</b>			
Costa Mesa Building (#10)	12/15/2014 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/15/2014 08:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>22,000.00</b>

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade	Estimate 45	45.00 EA	15.00 EA	675.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (7 Consecutive Days)	12/08/2014 - 12/14/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	12/12/2014 - 12/14/2014	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	12/12/2014 - 12/14/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	10.00 EA	10.00
<b>Total:</b>				<b>9,200.00</b>

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	12/12/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/12/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	12/12/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	12/13/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/13/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	12/13/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	12/14/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	12/14/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	12/14/2014 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 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

### Event Sales & Services

Event Coordinator	12/12/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/13/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/14/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Guest Relations

Security Attendant - OVERNIGHT	12/10/2014 05:00 PM - 12/11/2014 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	12/11/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	12/11/2014 06:00 PM - 12/12/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/12/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	12/12/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	12/12/2014 06:00 PM - 12/13/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/13/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	12/13/2014 06:00 PM - 12/14/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/14/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	12/14/2014 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

### Parking

Parking Attendant Lead	12/11/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	12/11/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EA	100.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 10,543.50**

### Summary

Facility Rental Total	\$22,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,743.50
Refundable Deposit	\$800.00

**Grand Total: \$42,543.50**

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	06/10/2014	\$1,000.00
Second Payment	09/10/2014	\$13,848.00
Third Payment	10/10/2014	\$13,848.00
Fourth Payment	11/10/2014	\$13,847.50

Total: \$42,543.50

Payment Total: \$42,543.50

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.

REVIEWED \_\_\_\_\_

DATE **January 15, 2014**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **ARAMARK National Events** hereinafter, called the Rentor

**WITNESSETH:**

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

**Sears Lawn & Garden Training**

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

**\$11,149.00**

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.

**ARAMARK National Events**  
**19 Mer Way**  
**Dover, DE 19901**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Boniene Scroggs, Director****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Sears Lawn and Garden Training  
Contact Person: Boniene Scroggs  
Event Dates: 03/04/2014 - 03/06/2014

Contract No: R-037-14  
Phone: (469) 323-0901  
Hours: Tuesday: 10:00 AM - 5:30 PM  
Wednesday: 10:00 AM - 5:30 PM  
Thursday: 10:00 AM - 5:30 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 75 Per Day

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
Tuesday			
Anaheim Building (#16)	03/04/2014 10:00 AM - 05:30 PM	Event	1,850.00
Wednesday			
Anaheim Building (#16)	03/05/2014 10:00 AM - 05:30 PM	Event	1,850.00
Thursday			
Anaheim Building (#16)	03/06/2014 10:00 AM - 05:30 PM	Event	1,850.00
Total:			5,550.00

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Folding Chair	Estimate 20	20.00 EA	2.50 EA	50.00
Table (Rectangular)	Estimate 10	10.00 EA	15.00 EA	150.00
Sweeper (Building)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	03/04/2014 - 03/06/2014	1.00 EA	75.00 EA/DAY	225.00
Total:				1,247.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Event Days</b>				
Grounds Attendant	03/04/2014 12:00 PM - 04:00 PM	1.00 EA	19.50 HR	78.00
Janitorial Attendant	03/04/2014 12:00 PM - 04:00 PM	2.00 EA	19.50 HR	156.00
Grounds Attendant	03/05/2014 12:00 PM - 04:00 PM	1.00 EA	19.50 HR	78.00
Janitorial Attendant	03/05/2014 12:00 PM - 04:00 PM	2.00 EA	19.50 HR	156.00
Grounds Attendant	03/06/2014 12:00 PM - 04:00 PM	1.00 EA	19.50 HR	78.00
Janitorial Attendant	03/06/2014 12:00 PM - 04:00 PM	2.00 EA	19.50 HR	156.00
<b>Clean Up</b>				
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
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Total:				1,277.00

## Summary

Facility Rental Total	\$5,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,524.00
Parking Buyout	\$1,575.00
Refundable Deposit	\$1,500.00
Grand Total:	\$11,149.00

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/04/2013	\$1,000.00
Second Payment	12/04/2013	\$3,383.00
Third Payment	01/03/2014	\$3,383.00
Fourth Payment	02/04/2014	\$3,383.00

Payment Total: **\$11,149.00**

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.

DRAFT

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Rolling Antlers** 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 - 12, 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:

**Rolling Antlers**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement, Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before January 12, 2014. All campers must provide proof of insurance on or before January 10, 2014.**
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.

**Rolling Antlers**  
**13624 Stanbridge Avenue**  
**Bellflower, CA 90706**

By \_\_\_\_\_

**Title: Cynthia Riley, Promoter**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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



REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California Marine Aquarium Society** 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 24 - 27, 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:

**Reef-A-Palooza**

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

**\$25,618.50**

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. 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.

**Southern California Marine Aquarium Society**  
**1720 Santiago**  
**Santa Ana, CA 92706**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Marc Trimble, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Reef-A-Palooza  
Contact Person: Marc Trimble  
Event Dates: 10/25/2014 - 10/26/2014

Contract No: R-044-14  
Phone: (714) 925-1899  
Hours: Saturday: 10:00 AM - 6:00 PM  
Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00 Senior: \$5.00 Child: 12 & Under Free Weekend Pass: \$15.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,100

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Friday</b>			
Costa Mesa Building (#10)	10/24/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	10/24/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Saturday</b>			
Costa Mesa Building (#10)	10/25/2014 10:00 AM - 06:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	10/25/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>			
Costa Mesa Building (#10)	10/26/2014 10:00 AM - 04:00 PM	Event	3,950.00
Santa Ana Pavilion (Parade of Products)	10/26/2014 10:00 AM - 04:00 PM	Event	1,550.00
<b>Monday</b>			
Costa Mesa Building (#10)	10/27/2014 06:00 AM - 11:59 AM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/27/2014 06:00 AM - 11:59 AM	Move Out	No Charge

-Move out must be completed by 11:59 AM on Monday - October 27, 2014 to avoid additional charges.

Total: 13,750.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
17.5 MB Internet Connection	10/25/2014 - 10/26/2014	1.00 EA	125.00 EA/DAY	250.00
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Barricade (Plastic)	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Flag Pole	TBD	TBD EA	75.00 EA	TBD
Folding Chair	TBD	TBD EA	2.50 EA	TBD
Folding Table	Estimate 1	1.00 EA	15.00 EA	15.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Hang Tag - 2 Days	Estimate 25	25.00 EA	8.00 EA	200.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Picnic Table (Rectangular & Round)	Estimate 4	4.00 EA	15.00 EA	60.00
Portable Electronic Message Board	10/25/2014 - 10/26/2014	1.00 EA	75.00 EA/DAY	150.00
Projector Screen	10/25/2014 - 10/26/2014	TBD EA	300.00 EVT	TBD
Public Address System (Per Building)	10/25/2014 - 10/26/2014	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Wireless Internet Router	10/25/2014 - 10/26/2014	1.00 EA	75.00 EA/DAY	150.00
Wireless Microphone	10/25/2014 - 10/26/2014	1.00 EA	50.00 EA/DAY	100.00

Total: 4,835.00

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	10/25/2014 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	10/25/2014 08:00 AM - 06:00 PM	2.00 EA	19.50 HR	390.00
Janitorial Attendant	10/25/2014 08:00 AM - 06:00 PM	2.00 EA	19.50 HR	390.00
Grounds Attendant Lead	10/26/2014 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	10/26/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
Janitorial Attendant	10/26/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00

### Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 3 Hours	3.00 HR	45.00 HR	135.00

### Guest Relations

Security Attendant	10/25/2014 09:00 AM - 06:00 PM	3.00 EA	19.50 HR	526.50
Security Attendant	10/26/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00

### Event Sales & Services

Event Coordinator	10/25/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/26/2014 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

### Parking

#### Set Up

Parking Attendant Lead	10/24/2014 10:00 AM - 06:30 PM	1.00 EA	30.00 HR	255.00
Parking Attendant	10/24/2014 10:00 AM - 06:30 PM	2.00 EA	19.50 HR	331.50

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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### Outside Services

State Fire Marshal	Estimate 1 Hour	1.00 HR	263.00 HR	263.00
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### Insurance

S.E.L.I. Insurance	10/25/2014 - 10/26/2014	2.00 DAY	145.00 DAY	290.00
(Includes coverage for move-in/move-out period listed on Rental Agreement)				

**Total: 5,533.50**

## Summary

Facility Rental Total		\$13,750.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$10,368.50
Refundable Deposit		\$1,500.00

**Grand Total: \$25,618.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/24/2014	1,000.00
Second Payment	07/24/2014	8,206.50
Third Payment	08/25/2014	8,206.00
Fourth Payment	09/24/2014	8,206.00

**Total: \$25,618.50**

**Payment Total: \$25,618.50**

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.

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Barrett-Jackson Auction Co. LLC** hereinafter, called the Rentor

**WITNESSETH:**

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

**Barrett-Jackson Trailer Space Rental (Inside Gate 8)**

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

**\$1,350.00 Paid Quarterly (Based on \$450.00 per Month Space Rental)**

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.

**Barrett-Jackson Auction Co. LLC**  
**7400 East Monte Cristo Ave.**  
**Scottsdale, AZ 85260**

By \_\_\_\_\_

Title: **Craig H. Jackson, Chief Executive Officer**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

**AGREEMENT: R-045-14**  
**DATED: December 12, 2013**  
**WITH: Barrett-Jackson Auction Co. LLC**  
**PHONE: (714) 593-8141**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2014 through June 30, 2014

**LOCATION(S):**

Parking space in Lot G (Inside Gate 8)

**RENTER AGREES:**

- That parking space is for one custom-built trailer.
- That no hazardous materials of any kind will be stored in or around the trailer.
- There will be nothing stored outside of the trailer at any time, nor anything stored in parking space when trailer is not occupying the space.
- There is no in-and-out privilege taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That the District/OCFEC is in no way responsible for the Renter's trailer or its contents.
- That the Lot G area is shared with other renters. Renter does not have exclusive use of area.
- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District/OCFEC property.
- That in the event the above stated facility location is no longer available to Renter, District/OCFEC reserves the right to relocate parking space. If no suitable space is available, 30 days notice will be provided and any pre-paid rent monies will be refunded.

**PAYMENT SCHEDULE:**

**January - June, 2014**

\$450.00 per month, paid quarterly (\$1,350.00), due on or before the 5<sup>th</sup> of January and April, 2014.

**LATE PAYMENTS:** Payments received after the 10<sup>th</sup> will be subject to a late fee of \$25.00

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Krystal Sousa** 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 07, 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:

**Krystal and Brian Wedding**

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

**\$4,469.75**

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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.**
15. 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.

**Krystal Sousa**  
**18431 Buena Vista Avenue**  
**Yorba Linda, CA 92886**

By \_\_\_\_\_

**Title: Krystal Sousa, Bride**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

# EXHIBIT A

## Event Information

Event Name: Krystal and Brian Wedding  
 Contact Person: Krystal Sousa  
 Event Date: 06/07/2014

Contract No: R-046-14  
 Phone: (714) 920-5885  
 Hours: 4:00 PM - 10:30 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 150

### Facility Rental Fees

Facility and/or Area Fees	Date -Time	Activity	Actual
<b>Saturday</b>			
Millennium Barn	06/07/2014 09:00 AM - 04:00 PM	Move In	
Millennium Barn	06/07/2014 04:00 PM - 10:30 PM	Event	850.00
Centennial Farm	06/07/2014 05:00 PM - 06:00 PM	Event	300.00
<b>Sunday</b>			
Millennium Barn	06/08/2014 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Sunday - June 08, 2014 to avoid additional charges. **Total: 1,150.00**

### 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 Cables & Chandeliers)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Straw Bale	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>953.00</b>

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
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
<b>Event Day</b>				
Grounds Attendant Lead	06/07/2014 03:00 PM - 10:30 PM	1.00 EA	30.00 HR	225.00
Janitorial Attendant	06/07/2014 03:00 PM - 10:30 PM	2.00 EA	19.50 HR	292.50
<b>Clean Up</b>				
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
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/07/2014 03:00 PM - 10:30 PM	1.00 EA	40.00 HR	300.00
<b>Guest Relations</b>				
Security Attendant	06/07/2014 03:30 PM - 11:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant	06/07/2014 04:00 PM - 08:00 PM	1.00 EA	19.50 HR	78.00

### Insurance

S.E.L.I. Insurance 06/07/2014 1.00 EA 90.00 DAY 90.00

Due to S.E.L.I. coverage expiration, all tear down must be complete by 09:00 AM on June 08, 2014.

**Total: 1,566.75**

### Summary

Facility Rental Total \$1,150.00  
 Estimated Equipment, Reimbursable Personnel and Services Total \$2,519.75  
 Refundable Deposit \$800.00

**Grand Total: \$4,469.75**

# EXHIBIT A

## Event Information Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - ( <i>Deposit to Hold Date</i> )	12/06/2013	\$500.00
Second Payment	03/07/2014	\$1,323.25
Third Payment	04/07/2014	\$1,323.25
Fourth Payment	05/07/2014	\$1,323.25
	<b>Total:</b>	<b>\$4,469.75</b>
<b>Payment Total:</b>		<b>\$4,469.75</b>

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.

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

\_\_\_\_\_  
Title: Krystal Sousa, Bride

\_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer



REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

INTERIM XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California Sanitary Supply Association** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 7 - 8, 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:

**SO - CA Sanitary Supply Association Annual Trade Show**

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

**\$9,055.25**

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.

**Southern California Sanitary Supply Association**  
**18017 Chatsworth Street, Suite 341**  
**Granada Hills, CA 91344**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Joe Battung, Business Development Manager**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: SO - CA Sanitary Supply Association Annual Trade Show  
 Contact Person: Joe Battung  
 Event Date: 05/08/2014

Contract No: R-048-14  
 Phone: (562) 208-6695  
 Hours: 9:00 AM - 2:00 PM

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

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 100

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Huntington Beach Building (#12)	05/07/2014 06:00 AM - 11:00 PM	Move In	1,475.00
<b>Saturday</b>			
Huntington Beach Building (#12)	05/08/2014 09:00 AM - 02:00 PM	Event	2,950.00
-Move out must be completed by 11:59 PM on Saturday - May 08, 2014 to avoid additional charges.			
<b>Total:</b>			<b>4,425.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet	05/08/2014	1.00 EA	125.00 EA/DAY	125.00
20 Amp Drop	Estimate 2	2.00 EA	25.00 EA	50.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Portable Electronic Message Board	05/08/2014	1.00 EA	75.00 EA/DAY	75.00
Public Address System (Per Building)	05/08/2014	1.00 EA	75.00 EA/DAY	75.00
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
Wireless Router	05/08/2014	1.00 EA	75.00 EA/DAY	75.00
<b>Total:</b>				<b>1,630.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Day</b>				
Grounds Attendant Lead	05/08/2014 08:00 AM - 02:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/08/2014 08:00 AM - 02:00 PM	1.00 EA	19.50 HR	117.00
Janitorial Attendant	05/08/2014 08:00 AM - 02:00 PM	2.00 EA	19.50 HR	234.00
<b>Clean Up</b>				
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

## Parking

Parking Attendant Lead	05/07/2014 08:00 AM - 02:00 PM	1.00 EA	30.00 HR	180.00
Parking Attendant	05/07/2014 08:00 AM - 02:00 PM	1.00 EA	19.50 HR	117.00

## Guest Relations

Security Attendant - Overnight	05/07/2014 06:00 PM - 05/08/2014 07:30 AM	1.00 EA	19.50 HR	263.25
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## Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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## Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
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# EXHIBIT A

## Event Information

### Insurance

S.E.L.I. Insurance

05/08/2014

1.00 DAY

90.00 DAY

90.00

(Includes coverage for move in and move out periods listed on Rental Agreement)

Total: 2,000.25

## Summary

Facility Rental Total	\$4,425.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,630.25
Refundable Deposit	\$1,000.00

Grand Total: \$9,055.25

## Payment Schedule

### Payment Schedule

First Payment  
Second Payment  
Third Payment  
Fourth Payment

### Due Date

01/17/2014	1,000.00
02/07/2014	2,685.25
03/07/2014	2,685.00
04/07/2014	2,685.00

Total: \$9,055.25

Payment Total: \$9,055.25

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.

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Travel Bees** 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 **February 21 - 23, 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:

**Travel Bees**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before February 23, 2014. All campers must provide proof of insurance on or before February 21, 2014.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Travel Bees**  
**8311 Emerado Circle**  
**Westminster, CA 92683**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Pat Chasteler, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Leslie Trasport** 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 18 - 19, 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:

**Trasport & Owen Wedding**

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

**\$4,835.50**

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, 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.

**Leslie Trasport**  
**1112 West Commonwealth Avenue, Suite B**  
**Fullerton, CA 92833**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Leslie Trasport, Bride**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Trasport & Owen Wedding  
 Contact Person: Leslie Trasport  
 Event Date: 10/18/2014

Contract No: R-056-14  
 Phone: (714) 878-5163  
 Hours: 4:00 PM - 12:00 AM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 225

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date - Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Centennial Farm	10/18/2014 05:00 PM - 06:00 PM	Event	300.00
Millennium Barn	10/18/2014 04:00 PM - 11:59 PM	Event	850.00
<b>Sunday</b>			
Centennial Farm	10/19/2014 06:00 AM - 09:00 AM	Move Out	No Charge
Millennium Barn	10/19/2014 06:00 AM - 09:00 AM	Move Out	No Charge

**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	Estimate 10	10.00 EA	5.00 EA	50.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

**Total: 943.00**

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date - Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
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
<b>Event Day</b>				
Grounds Attendant Lead	10/18/2014 03:00 PM - 12:00 AM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	10/18/2014 03:00 PM - 12:00 AM	2.00 EA	19.50 HR	351.00
<b>Clean Up</b>				
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
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/18/2014 03:00 PM - 12:00 AM	1.00 EA	40.00 HR	360.00
<b>Guest Relations</b>				
Security Attendant	10/18/2014 03:30 PM - 12:30 AM	3.00 EA	19.50 HR	526.50
<b>Insurance</b>				
S.E.L.I. Insurance	10/18/2014	1.00 EA	90.00 DAY	90.00

Due to S.E.L.I. coverage expiration, move out must be completed by 09:00 AM on Sunday - October 19, 2014.

**Total: 1,942.50**

## Summary

Facility Rental Total	\$1,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,885.50
Refundable Deposit	\$800.00

**Grand Total: \$4,835.50**

# 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>
01/17/2014	\$1,000.00
04/17/2014	\$1,278.50
07/18/2014	\$1,278.50
09/18/2014	\$1,278.50

Total: \$4,835.50

Payment Total: \$4,835.50

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 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: Leslie Trasport, Bride

\_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Capistrano Connections Academy** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **June 16, 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:

**Capistrano Connections Academy Graduation**

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

**\$9,214.00**

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.

**Capistrano Connections Academy**  
**26800 Aliso Viejo Parkway, Suite 120**  
**Aliso Viejo, CA, 92656**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Ashley Duran, Teacher

Title: Sharon Augenstein, Chief Financial Officer



# EXHIBIT A

## Event Information

Event Name: Capistrano Connections Academy Graduation  
Contact Person: Ashley Duran  
Event Date: 06/16/2014

Contract No: R-058-14  
Phone: (949) 461-1667  
Hours: Session 1: 9:00 AM - 10:30 AM  
Meet & Greet: 10:30 AM - 11:30 AM  
Session 2: 1:00 PM - 2:30 PM  
Meet & Greet: 2:30 PM - 3:30 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,000

Facility Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
Monday			
The Hangar	06/16/2014 09:00 AM - 03:30 PM	Event	3,150.00
Baja Blues Grass	06/16/2014 09:00 AM - 03:30 PM	Event	400.00
-Move out must be completed by 11:59 PM on Monday - June 16, 2014 to avoid additional charges.			Total: \$3,550.00

Estimated Equipment Fees		Units	Rate	Actual
Description	Date-Time			
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	300.00 EVT	300.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	06/16/2014	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Screen	06/16/2014	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
			Total:	1,162.00

Reimbursable Personnel Fees		Units	Rate	Actual
Description	Date-Time			
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 3 Hours	3.00 HR	45.00 HR	135.00
<b>Event Day</b>				
Grounds Attendant Lead	06/16/2014 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	06/16/2014 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	06/16/2014 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Electrician	TBD	TBD EA	45.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/16/2014 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Guest Relations</b>				
Security Attendant Lead	06/16/2014 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Security Attendant	06/16/2014 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
<b>Parking</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
			Total:	3,002.00

## Summary

Facility Rental Total \$3,550.00  
Estimated Equipment, Reimbursable Personnel and Services Total \$4,164.00  
Refundable Deposit \$1,500.00

Grand Total: \$9,214.00

# EXHIBIT A

## Event Information Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/16/2014	\$1,000.00
Second Payment	03/17/2014	\$2,738.00
Third Payment	04/16/2014	\$2,738.00
Fourth Payment	05/16/2014	\$2,738.00
	<b>Total:</b>	<b>\$9,214.00</b>
<b>Payment Total:</b>		<b>\$9,214.00</b>

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

\_\_\_\_\_  
Title: Ashley Duran

\_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

\_\_\_\_\_  
Title: Juan Quintero, Ovations General Manager

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **COUNTY OF ORANGE** 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, 2014 - December 31, 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:  
**Available buildings at time of need; Arena; Parking Lots E & F**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**BIOTERRORISM EMERGENCY**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Fee Waived**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

County of Orange  
OC Public Works/Facilities and Estate  
300 North Flower Street, Suite 646  
Santa Ana, Ca 92701

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Joseph Edward, Division Manager  
OC Public Works/Facilities and Real Estate

Title: Doug Lofstrom, Chief Executive Officer

## Exhibit A

**Locations:** Arena, Lots E & F, available buildings at time of need, at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

**Hours:** TBD by the timing, nature and severity of the event

**Estimated Attendance:** 1,000 to 10,000

**Purpose of Event:** To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of a biological or chemical terrorist attack.

**Rentor Agrees:**

- To contact the OC Fair & Event Center immediately upon determination of need for facilities.
- That if the above mentioned facilities are already in use at the time of an emergency, alternate facilities may be provided at the discretion of District (OCFEC) management.
- To reimburse District (OCFEC) for any out of pocket expenses related to this event.
- To leave all property at the OC Fair & Event Center in the same condition as it was found at the start of the event.
- To provide a letter stating that this agency is self-insured.
- That all contact with media regarding event will be made in consultation with the District's (OCFEC's) Communications Department
- To notify District (OCFEC) management immediately if a major incident occurs during the event that threatens the safety or welfare of visitors, employees or equipment including incidents that require assistance from an emergency agency such as fire, police and/or paramedics. Once notified, and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident.
- That all food served will be coordinated through our on-site caterer, Ovations, unless provided by a non-profit agency such as the Red Cross or Salvation Army.
- To provide staffing for setup and teardown of event.
- To provide its own tables and chairs.
- To provide its own audio visual and computer equipment.
- To provide its own forklift and certified driver.
- To observe noise regulations as outlined in Exhibit E (attached).

- That other events may be held at the OC Fair & Event Center simultaneous to this one and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff.
- To provide its own "crowd control" to ensure its perimeters are intact during other events taking place.

**District (OCFEC) Agrees:**

- To provide buildings and land areas as follows:
  - Available buildings at time of need - for meetings, mass prophylaxis, temporary storage and immunizations.
  - Parking Lot E - for parking trucks.
  - Parking Lot F - (non-exclusive use) on event days for civilian trainee parking.
  - Arena - for evacuation & determination of victims.
- To provide dumpsters.
- To provide electricity as available from municipal source.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

32<sup>ND</sup> DISTRICT AGRICULTURAL  
ASSOCIATION

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Doug Lofstrom, Chief Executive Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
OCPW/ Corporate Real Estate

By \_\_\_\_\_  
Ronald Inouye, RPA III

RENTOR

COUNTY OF ORANGE

By \_\_\_\_\_  
Joseph Edwards  
Division Manager/OC Public Works/OC  
Facility and Real Estate Per Minute Order  
dated 4/01/08

REVIEWED: \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED: \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **County of Orange** 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, 2014 to December 31, 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: **To provide buildings at the OC Fair & Event Center based upon availability and specific needs.**

**See Exhibit A**

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

**Reception and Decontamination Center**

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

**Fee Waived**

5. Please see Exhibits "A" "B" "C" "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.

**County of Orange**  
**Sheriff - Coroner Department**  
**550 N. Flower Street**  
**Santa Ana, CA 92702-0449**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Sandra Hutchens, Sheriff-Coroner**

**Title: Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

Event Name: Reception and Decontamination Center - S.O.N.G.S

Contract No: R-060-14

Contact Person: Sandra Hutchens

Phone: (714) 628-7672

Event Dates: January 1, 2014 - December 31, 2014

Projected Attendance: 1,000 - 10,000

## Facility Usage

### Facility and/or Area Fees

Action Sports Arena  
Anaheim Building (#16)  
Costa Mesa Building (#10)  
Huntington Beach Building (#12)  
Los Alamitos Building (#14)  
Main Mall  
Santa Ana Pavilion (Parade of Products)  
OC Promenade (The Span)  
Pacific Amphitheatre  
The Hangar  
Parking Lot A  
Parking Lot C  
Parking Lot E  
Parking Lot I

DRAFT



REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Event Link, 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 **February 10 - 14, 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:

**2014 Ram Training Tour**

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

**\$47,320.50**

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

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

**Event Link, LLC.**  
**5500 18 Mile Road**  
**Sterling Heights, MI 48314**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Heather Strauder, Project Coordinator****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: 2014 Ram Training Tour  
Contact Person: Heather Strauder  
Event Dates: 02/11/14 - 02/14/14

Contract No: R-061-14  
Phone: (586) 275-1104  
Hours: 7:00 AM - 5:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 960

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Anaheim Building (#16)	02/10/2014 06:00 AM - 11:00 PM	Move In	925.00
Los Alamitos Building (#14)	02/10/2014 06:00 AM - 11:00 PM	Move In	1,275.00
OC Promenade	02/10/2014 06:00 AM - 11:00 PM	Move In	925.00
Parking Lot I	02/10/2014 TBD - TBD	Move In	No Charge
<b>Tuesday</b>			
Anaheim Building (#16)	02/11/2014 07:00 AM - 05:00 PM	Event	1,850.00
Los Alamitos Building (#14)	02/11/2014 07:00 AM - 05:00 PM	Event	2,550.00
OC Promenade	02/11/2014 07:00 AM - 05:00 PM	Event	1,850.00
Parking Lot I	02/11/2014 07:00 AM - 05:00 PM	Event	1,650.00
<b>Wednesday</b>			
Anaheim Building (#16)	02/12/2014 07:00 AM - 05:00 PM	Event	1,850.00
Los Alamitos Building (#14)	02/12/2014 07:00 AM - 05:00 PM	Event	2,550.00
OC Promenade	02/12/2014 07:00 AM - 05:00 PM	Event	1,850.00
Parking Lot I	02/12/2014 07:00 AM - 05:00 PM	Event	1,650.00
<b>Thursday</b>			
Anaheim Building (#16)	02/13/2014 07:00 AM - 05:00 PM	Event	1,850.00
Los Alamitos Building (#14)	02/13/2014 07:00 AM - 05:00 PM	Event	2,550.00
OC Promenade	02/13/2014 07:00 AM - 05:00 PM	Event	1,850.00
Parking Lot I	02/13/2014 07:00 AM - 05:00 PM	Event	1,650.00
<b>Friday</b>			
Anaheim Building (#16)	02/14/2014 07:00 AM - 05:00 PM	Event	1,850.00
Los Alamitos Building (#14)	02/14/2014 07:00 AM - 05:00 PM	Event	2,550.00
OC Promenade	02/14/2014 07:00 AM - 05:00 PM	Event	1,850.00
Parking Lot I	02/14/2014 07:00 AM - 05:00 PM	Event	1,650.00

-Move out must be completed by 11:59 PM on Friday - February 14, 2014 to avoid additional charges. Total: 34,725.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	02/10/2014 - 02/14/2014	1.00 EA	125.00 EA/DAY	625.00
Dumpster	Estimate 16	16.00 EA	18.00 EA	288.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	TBD (Based on electrical layout)	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00

Total: 3,713.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
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
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Day</b>				
Janitorial Attendant	02/11/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	02/11/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	02/12/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	02/12/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00

# EXHIBIT A

## Event Information

Janitorial Attendant	02/13/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	02/13/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00

Janitorial Attendant	02/14/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	02/14/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00

## Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

## Outside Service

State Fire Marshal	Estimate Only (Plan Review and/or Onsite Inspection)	1.00 HR	263.00 HR	263.00
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## Parking

Parking Attendant Lead	02/10/2014 Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Parking Attendant	02/10/2014 Estimate 5 Hours	5.00 HR	19.50 HR	97.50

## Technology

Technology Attendant	02/10/2014 Estimate 1 Hour	1.00 HR	35.00 HR	35.00
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**Total: 2,342.50**

## Summary

Facility Rental Total	\$34,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,055.50
Parking Buyout	\$5,040.00
Refundable Deposit	\$1,500.00

**Grand Total: \$47,320.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/10/14	\$47,320.50

**Total: \$47,320.50**

**Payment Total: \$47,320.50**

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.

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Swing It Trapeze, LLC** 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 8 - April 29, 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:

**Swing It Trapeze**

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

**\$13,375.00**

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

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

**Swing It Trapeze, LLC**  
**1970 16<sup>th</sup> Street, Apt N301**  
**Newport Beach, CA 92663**

**32<sup>nd</sup> 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: 01/08/2014 - 04/20/2014

Contract No: R-062-14  
Phone: (949) 383-6550  
Hours: Wednesday - Sunday  
1<sup>st</sup> Session: 12:00 PM - 2:00 PM  
2<sup>nd</sup> Session: 4:00 PM - 6:00 PM  
3<sup>rd</sup> 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

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Pacific Amphitheatre Concourse	01/08/2014 - 01/31/2014	Event	2,000.00
Pacific Amphitheatre Concourse	02/01/2014 - 02/28/2014	Event	2,000.00
Pacific Amphitheatre Concourse	03/01/2014 - 03/31/2014	Event	2,000.00
Pacific Amphitheatre Concourse	04/01/2014 - 04/20/2014	Event	2,000.00
Pacific Amphitheatre Concourse	04/21/2014 - 04/29/2014	Move Out	No Charge
Total:			8,000.00

- Move out must be completed by 11:59 PM on Tuesday - April 29, 2014 to avoid additional charges.

- 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.

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Electrical Usage Rate	January - April, 2014	1.00 EA	500.00 EA/MO	2,000.00
Internet Usage	January - April, 2014	1.00 EA	375.00 EA/MO	1,500.00
Picnic Table	January - April, 2014	2.00 EA	15.00 EA/MO	120.00
Total:				3,620.00

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
Janitorial Attendant	01/08/2014 - 04/20/2014 (1 Hour Per Event Day)	2.00 EA	19.50 HR	1,755.00
Janitorial Attendant (Move Out)	04/21/2014 - 04/29/2014	TBD HR	19.50 HR	TBD
Total:				1,755.00

## Summary

Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,375.00
<b>Grand Total:</b>	<b>\$13,375.00</b>

## Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	01/07/2014	\$3,343.75
Second Payment	01/31/2014	\$3,343.75
Third Payment	02/28/2014	\$3,343.75
Fourth Payment	04/01/2014	\$3,343.75
<b>Total:</b>		<b>\$13,375.00</b>
<b>Payment Total:</b>		<b>\$13,375.00</b>

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

### RENTER AGREES:

- To notify the District (OCFEC) of any accident that takes place during the entire course of operations. The Guest Relations Department can be reached by phone at (714) 708-1588, 24 hours a day, or at the Guest Relations Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- That a banner (3' X 8') may be placed on the black metal trussing unit between the Parking Office and Box Office.
- That a fence is required to surround the trapeze structure to prevent unauthorized public from entering and using the trapeze.
- That if a group is booked and requests catering service, same request must be forwarded to OCFEC Event Sales & Services Department. All food and beverage is the exclusive right of Ovations, the onsite Master Concessionaire for the OC Fair & Event Center.
- To open and close the gates to the Pacific Amphitheatre, renter must contact the Guest Relations office at (714) 708-1588. Please provide them 15 minutes lead time to arrive at the Amphitheatre.
- That the hatch lock leading from the stairway to the public platform must be locked when Swing It Trapeze staff is not onsite.
- That Swing It Trapeze has approval to place a temporary shed on the Pacific Amphitheatre Concourse for use as an office.
- That a twenty foot (20') roadway for golf carts and equipment is required on the north side of the trapeze setup, allowing OC Fair employees and Ovations staff to work as needed.
- That all surface holes created by placement of stakes or otherwise must be patched immediately at time of move out.
- That all participants must sign both State and Swing It Trapeze waivers.
- That, in case of any incident, OCFEC personnel must have onsite access to all waivers.
- That all event related paperwork must be maintained on file by Swing It Trapeze for five (5) years.

REVIEWED WTL

DATE December 26, 2013

FAIRTIME

APPROVED [Signature]

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Dogzilla Hotdogs 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, 2014 to December 31, 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:

Dogzilla Hotdogs

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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

Dogzilla Hotdogs  
14141 Chagall Avenue  
Irvine, CA 92606

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Martin Tse

Title: Sharon Augensteln, Chief Financial Officer

AGREEMENT: R-063-14  
DATED: December 26, 2013  
WITH: Dogzilla Hotdogs  
PHONE: (714) 805-8857  
EMAIL: dogzilladogs@gmail.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Lime Truck hereinafter, called the Renter

**WITNESSETH:**

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

January 1, 2014 to December 31, 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:

Lime Truck

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

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

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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](http://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.

Lime Truck  
849 S. Broadway Street, Suite #512  
Los Angeles, CA 90014

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Maryam Parsi

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-064-14  
DATED: December 26, 2013  
WITH: Lime Truck  
PHONE: (949) 232-0690  
EMAIL: info@thelimetruck.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Chunk-N-Chip Cookies 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, 2014 to December 31, 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:  
**Chunk-N-Chip Cookies**
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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

Chunk-N-Chip Cookies  
P.O. Box 191  
Artesia, CA 90702

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Claudia Gonzalez

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-065-14  
DATED: December 26, 2013  
WITH: Chunk-N-Chip Cookies  
PHONE: (562) 650-0374  
EMAIL: claudia@chunknchip.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED LOTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and OC Burger Monster 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, 2014 to December 31, 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:  
**OC Burger Monster**
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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

OC Burger Monster  
502 West Julianna Street  
Anaheim, CA 92801

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Dylan Watkins

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-066-14  
DATED: December 26, 2013  
WITH: OC Burger Monster  
PHONE: (480) 593-7374  
EMAIL: ocburgermonster@gmail.com

## EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Burnt Truck hereinafter, called the Renter

**WITNESSETH:**

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

**January 1, 2014 to December 31, 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:

**Burnt Truck**

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

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

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

**Burnt Truck**  
**15235 Kensington Park Drive**  
**Tustin, CA 92782**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Minh Pham**

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

AGREEMENT: R-067-14  
DATED: December 26, 2013  
WITH: Burnt Truck  
PHONE: (949) 421-8900  
EMAIL: info@theburnttruck.com

## EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED WTL

DATE December 26, 2013

FAIRTIME

INTERIM

XX

APPROVED [Signature]**RENTAL AGREEMENT**

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

**WITNESSETH:**

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

January 1, 2014 to December 31, 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:

**The Viking Truck**

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

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

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

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

The Viking Truck  
15281 Columbia Lane  
Huntington Beach, CA 92647

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Heather Beck

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-068-14  
DATED: December 26, 2013  
WITH: The Viking Truck  
PHONE: (714) 351-3948  
EMAIL: thevikingtruck@gmail.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTLAPPROVED OK

DATE December 26, 2013

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **A Bite Truck** hereinafter, called the Renter

**WITNESSETH:**

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

**January 1, 2014 to December 31, 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:

**A Bite Truck**

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

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

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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](http://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.

**A Bite Truck**  
16221 Construction Circle  
Irvine, CA 92618

By \_\_\_\_\_

Title: Keba Parker

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-069-14  
DATED: December 26, 2013  
WITH: A Bite Truck  
PHONE: (949) 929-0038  
EMAIL: keba@abitetruck.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WFLAPPROVED [Signature]

DATE December 26, 2013

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Piaggio 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, 2014 to December 31, 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:

**Piaggio**

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

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

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

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

Piaggio  
3851 Magnolia Avenue  
Irvine, CA 92606

By \_\_\_\_\_

Title: Rosane Deitos

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-070-14  
DATED: December 26, 2013  
WITH: Piaggio  
PHONE: (949) 350-6557  
EMAIL: piaggioonwheels@gmail.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

FAIRTIME

INTERIM XX

APPROVED AK**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and My Delight Truck hereinafter, called the Rentor

**WITNESSETH:**

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

January 1, 2014 to December 31, 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:

My Delight Truck

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

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

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

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

My Delight Truck  
1520 N. Mountain Avenue  
Ontario, CA 91786

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Melissa Navarro

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-071-14  
DATED: December 26, 2013  
WITH: My Delight Truck  
PHONE: (909) 730-9265  
EMAIL: Foodtruck@mydelightcupcakery.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Bear Flag Fish Company 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, 2014 to December 31, 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:  
Bear Flag Fish Company
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Bear Flag Fish Company  
407 31st Street  
Newport Beach, CA 92633

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Peter Carson

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-072-14  
DATED: December 26, 2013  
WITH: Bear Flag Fish Company  
PHONE: (949) 295-0686  
EMAIL: peter@bearflagfishco.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTLAPPROVED [Signature]

DATE December 26, 2013

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Cousins Maine Lobster 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, 2014 to December 31, 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:

**Cousins Maine Lobster**

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

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

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

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

Cousins Maine Lobster  
1114 North Kings Road #6  
West Hollywood, CA 90069

By \_\_\_\_\_

Title: Jim Tselikis

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-073-14  
DATED: December 26, 2013  
WITH: Cousins Maine Lobster  
PHONE: (603) 657-5624  
EMAIL: [jim@cousinsmainlobster.com](mailto:jim@cousinsmainlobster.com)

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTLAPPROVED OKS

DATE December 26, 2013

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> 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, 2014 to December 31, 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:

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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

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

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

Crepes Bonaparte  
P.O. Box 26066  
Anaheim, CA 92825

By \_\_\_\_\_

Title: Danielle Murcia

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstern, Chief Financial Officer

AGREEMENT: R-074-14  
DATED: December 26, 2013  
WITH: Crepes Bonaparte  
PHONE: (714) 595-9995  
EMAIL: info@calbicatering.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTLAPPROVED XK

AGREEMENT NO. R-075-14

DATE December 26, 2013

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Slummin' Gourmet 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, 2014 to December 31, 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:

The Slummin' Gourmet

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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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 Slummin' Gourmet  
20510 Earlgate Street  
Diamond Bar, CA 91789

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Angie Lin

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-075-14  
DATED: December 26, 2013  
WITH: The Slummin' Gourmet  
PHONE: (626) 482-8341  
EMAIL: Angle@TheSlumminGourmet.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance on the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED

WTL

APPROVED

JK

AGREEMENT NO. R-076-14

DATE

December 26, 2013

FAIRTIME

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Lobsta Truck hereinafter, called the Rentor

**WITNESSETH:**

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

January 1, 2014 to December 31, 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:

Lobsta Truck

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

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

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

Lobsta Truck  
701 W. Cesar E. Chavez Avenue, #300  
Los Angeles, CA 90012

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Justin M1

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-076-14  
DATED: December 26, 2013  
WITH: Lobsta Truck  
PHONE: (626) 394-9717  
EMAIL: justin@lobstatruck.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

#### **\*REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event,**

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

REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Waffle-icious 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, 2014 to December 31, 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:

Waffle-icious

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

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

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

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

Waffle-icious  
16611 Busby Lane  
Huntington Beach, CA 92647

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Bonfa

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-077-14  
DATED: December 26, 2013  
WITH: Waffle-lclous  
PHONE: (714) 914-9486  
EMAIL: info.waffleicious@gmail.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Inaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED XK

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Kala Truck hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  
January 1, 2014 to December 31, 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:

Kala Truck

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

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

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

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

Kala Truck  
P.O. Box 15252  
Irvine, CA 92623

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Hector Ramos

Title: Sharon Augenstern, Chief Financial Officer

AGREEMENT: R-078-14  
DATED: December 26, 2013  
WITH: Kala Truck  
PHONE: (714) 328-9907  
EMAIL: hector@kalatruck.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Grilled Cheese Truck hereinafter, called the Rentor

**WITNESSETH:**

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

**January 1, 2014 to December 31, 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:

**Grilled Cheese Truck**

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

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

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

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

Grilled Cheese Truck  
12923 S. Budlong Avenue  
Gardena, CA 90247

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Barry Fogel

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-079-14  
DATED: December 26, 2013  
WITH: Grilled Cheese Truck  
PHONE: (323) 522-3418  
EMAIL: info@thegrilledcheesetruck.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Me So Hungry 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, 2014 to December 31, 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:  
**Me So Hungry**
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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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](http://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.

Me So Hungry  
1471 W. Lambert Road  
La Habra, CA 90631

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Harrold

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-080-14  
DATED: December 26, 2013  
WITH: Me So Hungry  
PHONE: (714) 390-2263  
EMAIL: mharrold@mesohungrytruck.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Rolling Sushi Van 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, 2014 to December 31, 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:  
Rolling Sushi Van
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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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](http://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.

Rolling Sushi Van  
1625 Greencastle Avenue  
Rowland Heights, CA 91748

By \_\_\_\_\_

Title: Chris Kim

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-081-14  
DATED: December 26, 2013  
WITH: Rolling Sushi Van  
PHONE: (626) 905-7248  
EMAIL: info@rollingsushivan.com

## EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED [Signature]

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Melt Truck hereinafter, called the Renter

**WITNESSETH:**

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

January 1, 2014 to December 31, 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:

The Melt Truck

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

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

5. Please see Exhibits "A" "B" "C" and "D" 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 Melt Truck  
58 Tehama Street  
San Francisco, CA 94105

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Rebecca Plofker

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-082-14  
DATED: December 26, 2013  
WITH: The Melt Truck  
PHONE: (848) 466-9616 or (415) 813-5957  
EMAIL: rplofter@fishsixrc.com

### EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED WTL

DATE December 26, 2013

APPROVED XK

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and SOHO Taco 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, 2014 to December 31, 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:

**SOHO Taco**

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

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

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

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

**SOHO Taco**  
902 W. McFadden Avenue  
Santa Ana, CA 92707

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Rico Revilla

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-083-14  
DATED: December 26, 2013  
WITH: SOHO Taco  
PHONE: (949) 436-6587  
EMAIL: rico@sohotaco.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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



REVIEWED

WTL

DATE

December 26, 2013

FAIRTIME

INTERIM

XX

APPROVED

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Waffles de Liege 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, 2014 to December 31, 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:

Waffles de Liege

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

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

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

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

Waffles de Liege  
15810 Gale Avenue, Suite #148  
Hacienda Heights, CA 91745

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: George Wu

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-084-14  
DATED: December 26, 2013  
WITH: Waffles de Liege  
PHONE: (626) 825-2103  
EMAIL: hello@wafflesdeliege.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### **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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED

WTL

APPROVED

[Signature]

DATE

December 26, 2013

FAIRTIME

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and TJ's Wood Fire Pizza 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, 2014 to December 31, 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:

TJ's Wood Fire Pizza

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 agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. 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.

TJ's Wood Fire Pizza  
6 Wood Barn Road  
Ladera Ranch, CA 92694

By \_\_\_\_\_

Title: Tim Gonzales

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

Title: Sharon Augenstern, Chief Financial Officer

AGREEMENT: R-085-14  
DATED: December 26, 2013  
WITH: TJ's Wood Fire Pizza  
PHONE: (949) 697-9311  
EMAIL: info@tjwoodfirepizza.com

### EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

#### 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

#### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

FORM F-31  
REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO: R-086-14  
DATE: January 1, 2014  
FAIRTIME:  
INTERIM: xx

## RENTAL AGREEMENT

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

### WITNESSETH:

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

**Beginning January 1, 2014 & ending December 31, 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:

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

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

**OFFICE AND REHEARSAL HEADQUARTERS**

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

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

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

6. 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.

7. 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.

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

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

10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and 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.

11. 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.

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

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

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

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

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Tony Manrique, Executive Director

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-086-14  
DATED: January 16, 2014  
WITH: ALL AMERICAN BOYS CHORUS

### EXHIBIT "A"

**DATE(S) OF EVENT:** January 1, 2014 – December 31, 2014

**BUILDING(S)/LOCATION(S):**

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

**RENTER AGREES:**

- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from Fair Management. All improvements will be at Renters expense.
- An OC Fair & Event Center overnight permit is required for any equipment left overnight.
- To ensure that a current proof of Workers Compensation Insurance is on file at all times.
- To confine all activity to the Livestock Building (AABC Office), Ranch Classroom, Multipurpose Room (adults only in this room), Music Library, and outside asphalt area. The Ranch Classroom and Multipurpose Room areas must be coordinated with the Event Sales & Services Department of the OC Fair & Event Center. Dates and times must be agreed upon by both parties, prior to usage.
- All students must be supervised at all times.
- To allow the Association at no charge to utilize the Boy's Chorus Classroom during the annual Fair.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot G or where otherwise instructed by the OC Fair & Event Center Parking Staff.
- Bus and Truck to be parked adjacent to Lot G, next to the Corporation Yard.
- To provide Association with a list of names of people that will be bringing their vehicles onto the Event Center and ensure that these vehicles all have a parking permit issued by the Event Center.
- Members and Patrons of the All American Boy's Chorus will use Gate 8 off Arlington Drive.
- It is understood OCFEC is currently researching and developing the implementation of a master plan for the property. A minimum of 90 day notice will be given to the renter by OCFEC, if the master plan implementation affects the existing location or access to the renter. If determined by OCFEC the renter shall need to relocate to another area of the property or adjust their operation of their existing location, it shall be at the sole expense of the renter.
- To provide proof of insurance coverage for the remainder of year 2014. Your current insurance certificate expires 04/30/14.
- Use of the buildings or areas, other than specified in this agreement will be confirmed and written up in Amendments. Please submit a list one month prior to usage, no later than two weeks.

- The District requests that when additional space is used for classes and meetings that all tables and chairs will be returned to its place and all trash generated by AABC will be taken out by the All American Boys Chorus.
- The dates below will allow Limited Access or **NO ACCESS** to the fairgrounds. (No rehearsals, No activities). **Schedule accordingly to avoid these dates. If any activities will be taking place, renter to notify the Event Sales and Services Department @ 708-1572 for approval.** Association to contact Renter if any additions or deletions are made to the following:

o February 7	TET Festival <u>Limited Access</u>
o February 8 – 9	TET Festival <b>NO ACCESS</b>
o April 10 - April 13	Imaginology <u>Limited Access</u>
o April 25 - 27	America's Family Pet Expo <b>NO ACCESS</b>
o May 2 - 3	OC Marathon <u>Limited Access</u>
o May 4	OC Marathon <b>NO ACCESS</b>
o May 24 - 25	Scots Fest <b>NO ACCESS</b>
o July 11 - August 10	Annual Orange County Fair <b>NO ACCESS</b>
o August 29 - August 31	Great Labor Day Cruise <b>NO ACCESS</b>
o September 15 - 18	Sand Sports Super Show <u>Limited Access</u>
o September 19 - 21	Sand Sports Super Show <b>NO ACCESS</b>
o September 25 - 26	Cruisin' For A Cure <u>Limited Access</u>
o September 27	Cruisin' For A Cure <b>NO ACCESS</b>

**Payment Schedule:**

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Farm Bureau** 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 2, 2014 to December 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:

**Farmer's Market**

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

**One Percent (1%) of Gross Sales from each Thursday Market Event**

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

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

**Orange County Farm Bureau**  
**13042 Old Myford Road**  
**Irvine, CA 92620**

By \_\_\_\_\_

**Title: Patricia Harrison**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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



# EXHIBIT A

## Event Information

Event Name: Farmer's Market  
Contact Person: Kathy Nakase  
Event Dates: 01/02/2014 - 12/18/2014

Contract No: R-087-14  
Phone: (714) 573-0374  
Hours: 06:00 AM - 01:00 PM

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>
Parking Lot D	January 2, 9, 16, 23, 30 9:00 - 1:00	Event
Parking Lot D	February 6, 13, 20, 27 9:00 - 1:00	Event
Parking Lot D	March 6, 13, 20, 27 9:00 - 1:00	Event
Parking Lot D	April 3, 10, 17, 24 9:00 - 1:00	Event
Parking Lot D	May 1, 8, 15, 22, 29 9:00 - 1:00	Event
Parking Lot D	June 5, 12, 19, 26 9:00 - 1:00	Event
Parking Lot D or E	July 3, 10, 17, 24, 31 (During the OC Fair, the Farmer's Market will move to Lot E) 9:00 - 1:00	Event
Parking Lot D or E	August 7, 14, 21, 28 (During the OC Fair, the Farmer's Market will move to Lot E) 9:00 - 1:00	Event
Parking Lot D	September 4, 11, 18, 25 9:00 - 1:00	Event
Parking Lot D	October 2, 9, 16, 23, 30 9:00 - 1:00	Event
Parking Lot D	November 6, 13, 20, 27 9:00 - 1:00	Event
Parking Lot D	December 4, 11, 18 9:00 - 1:00	Event

## FACILITY RENTAL FEES:

One percent (1%) of Gross Sales on each Thursday, beginning January 2, 2014 through December 18, 2014.

## LOCATION(S):

A portion of Main Parking Lots "D" or "E" is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OC FEC will notify Rentor and it will be the Rentor's responsibility to notify the farmers of such change.

## OC FAIR & EVENT CENTER AGREES:

- To provide traffic cones and signage during each Farmer's Market event.
- To provide trash receptacles, water connections and restroom facilities.

# EXHIBIT A

## Event Information

### RENTOR AGREES:

- That upon completion of each event day, to leave the premises in its original condition, including the area used for public parking.
- That any additional cleanup provided by the OCFEC will be paid for upon receipt of an itemized invoice.
- To remove any signs and/or banners from the OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow set up of any vendor deemed inappropriate for the Farmer's Market.
- The OCFEC retains all food and beverage concession rights.
- To ensure that metal poles are capped. Rentor may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Rentor may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is".
- To provide a current proof of Workers' Compensation Insurance by no later than January 2, 2014.
- To pay for electricity (at cost) should it be required as well as available.
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 2, 2014.

### PAYMENT SCHEDULE:

- One percent (1%) of gross sales from each Thursday Market event.
- Payment is due on or before the 5<sup>th</sup> of each month for the preceding month. A detailed accounting sheet for each day must be included with each payment.

**Please Remit Payment in Check Only\***

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

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Leisure World Travel Club** 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 **February 14 - 16, 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:

**Leisure World Travel Club**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$25.00 per unit, per night includes water and electric, less \$25.00 deposit remitted with this agreement, Balance of \$25.00 per unit, per night minus \$25.00 deposit due to the Guest Relations Department on or before February 16, 2014. All campers must provide proof of insurance on or before February 14, 2014.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Leisure World Travel Club**  
**1232 Golden Rain Road, #71B**  
**Seal Beach, CA 90740**

By \_\_\_\_\_

Title: **Bob Konier, Promoter**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

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

REVIEWED \_\_\_\_\_

DATE January 15, 2014

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM xx

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Newport Beach Police Department hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  
**January 1, 2014 and ending on December 31, 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:  
**Parking Lot "H"**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**Newport Beach Police Department Officer Training**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$60.00 Per Day - Please refer to Exhibits "A" "B" "C" and "E" which are incorporated and made part of this Rental Agreement.**
5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. 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.
7. 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.
8. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding of agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the 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.
11. 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.
12. 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.**
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Newport Beach Police Department  
870 Santa Barbara Drive  
Newport Beach, CA 92660

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Schiavi, Sgt.

Title: Sharon Augenstein, Chief Financial Officer

## EXHIBIT "A"

**Event Name:** Newport Beach Police Department Officer Training  
**Contact Person:** Michael Schiavi  
**Event Dates:** 01/01/2014 - 12/31/2014

**Contract No:** R-092-14  
**Phone:** (949) 644-3743  
**Hours:** 08:00 AM - 05:00 PM

**Projected Attendance:** 15

### LOCATION(S):

Parking Lot H..... \$60.00/Day

### RENTER AGREES:

- That this agreement covers all officers training to take place at the OC Fair & Event Center during the 2014 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.
- To provide proof of insurance by January 1, 2014
- To notify the District (OCFEC) of any accident that takes place during the training. The Guest Relations Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage made to Lot H and/or OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED \_\_\_\_\_

DATE January 15, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Union of the Vietnamese Student Assoc Southern California** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **February 5 - 10, 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:
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**UVSA - TET Festival**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$85,778.75**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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 of 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.

**Union of the Vietnamese Student Assoc Southern California**  
**12761 Western Avenue, Suite #A**  
**Garden Grove, CA 92841**

By \_\_\_\_\_

Title: **Nina Tran, President or Billy Le, Festival Chair**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

Title: **Dong Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

**Event Name:** UVSA - TET Festival  
**Contact Person:** Nina Tran / Billy Le  
**Event Dates:** 02/07/2014 - 02/09/2014

**Contract No:** R-093-14  
**Phone:** (714) 890-1418  
**Hours:** Friday: 03:00 PM - 10:00 PM  
 Saturday: 10:00 AM - 10:00 PM  
 Sunday: 10:00 AM - 09:00 PM

**Admission Price:** Adult: \$5.00 Child: TBD Senior: TBD

**Vehicle Parking Fee:** \$7.00 General Parking

**Projected Attendance:** 20,000

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Wednesday</b>			
Baja Blues ( <i>Deck Only</i> )	02/05/2014 08:00 AM - 10:00 PM	Move In	*No Charge
Los Alamitos Building (#14)	02/05/2014 08:00 AM - 10:00 PM	Move In	1,275.00
OC Promenade	02/05/2014 08:00 AM - 10:00 PM	Move In	*No Charge
Parking Lot I	02/05/2014 08:00 AM - 10:00 PM	Move In	825.00
<b>Thursday</b>			
Baja Blues ( <i>Deck Only</i> )	02/06/2014 08:00 AM - 10:00 PM	Move In	*No Charge
Los Alamitos Building (#14)	02/06/2014 08:00 AM - 10:00 PM	Move In	1,275.00
OC Promenade	02/06/2014 08:00 AM - 10:00 PM	Move In	*No Charge
Parking Lot I	02/06/2014 08:00 AM - 10:00 PM	Move In	825.00
<b>Friday</b>			
Baja Blues ( <i>Deck Only</i> )	02/07/2014 03:00 PM - 10:00 PM	Event	*No Charge
Los Alamitos Building (#14)	02/07/2014 03:00 PM - 10:00 PM	Event	2,550.00
OC Promenade	02/07/2014 03:00 PM - 10:00 PM	Event	*No Charge
Parking Lot I	02/07/2014 03:00 PM - 10:00 PM	Event	1,650.00
<b>Saturday</b>			
Baja Blues ( <i>Deck Only</i> )	02/08/2014 10:00 AM - 10:00 PM	Event	*No Charge
Los Alamitos Building (#14)	02/08/2014 10:00 AM - 10:00 PM	Event	2,550.00
OC Promenade	02/08/2014 10:00 AM - 10:00 PM	Event	*No Charge
Parking Lot I	02/08/2014 10:00 AM - 10:00 PM	Event	1,650.00
<b>Sunday</b>			
Baja Blues ( <i>Deck Only</i> )	02/09/2014 10:00 AM - 09:00 PM	Event	*No Charge
Los Alamitos Building (#14) ( <i>OC Promenade must be torn down by 11:59 PM</i> )	02/09/2014 10:00 AM - 09:00 PM	Event	2,550.00
OC Promenade ( <i>OC Promenade must be torn down by 11:59 PM</i> )	02/09/2014 10:00 AM - 09:00 PM	Event	*No Charge
Parking Lot I	02/09/2014 10:00 AM - 09:00 PM	Event	1,650.00
<b>Monday</b>			
Parking Lot I	02/10/2014 09:00 AM - 05:00 PM	Move Out	No Charge
<b>Total:</b>			<b>\$16,800.00</b>

\*Above locations at no charge in 2014 only.

- Move Out must be completed by 5:00 PM on Monday, February 10, 2014 to avoid additional charges.

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 15	15.00 EA	15.00 EA	225.00
Dumpster	Estimate 150	150.00 EA	18.00 EA	2,700.00
Electrical Usage Rate	Estimate Only	3.00 DAY	700.00 DAY	2,100.00
Electrical Usage Rate ( <i>Stage</i> )	TBD	TBD DAY	TBD DAY	TBD
Electrical Splitter Box	Estimate 75	75.00 EA	55.00 EA	4,125.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Hang Tag ( <i>3 Days</i> )	Estimate 100	100.00 EA	12.00 EA	1,200.00
Man Lift	TBD ( <i>Banners</i> )	TBD HR	75.00 HR	TBD
Marquee Board ( <i>7 Consecutive Days</i> )	02/03/2014 - 02/09/2014	1.00 WK	450.00 WK	450.00
Picnic Table ( <i>Round or Rectangular</i> )	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	02/07/2014 - 02/09/2014	2.00 EA	75.00 EA/DAY	450.00

# EXHIBIT A

## Event Information

Signage Pole	TBD	TBD EA	75.00 EA	TBD
Sweeper	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth	TBD	TBD EA	100.00 EA	TBD
			<b>Total:</b>	<b>12,625.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00 HR	360.00
Grounds Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 16 Hours	16.00 HR	45.00 HR	720.00
Plumber	Estimate 25 Hours	25.00 HR	45.00 HR	1,125.00
<b>Event Days</b>				
<b>Friday</b>				
Grounds Attendant Lead	02/07/2014 01:00 PM - 12:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	02/07/2014 01:00 PM - 12:00 AM	6.00 EA	19.50 HR	1,287.00
Janitorial Attendant	02/07/2014 01:00 PM - 12:00 AM	10.00 EA	19.50 HR	2,145.00
Electrician	02/07/2014 01:00 PM - 12:00 AM	1.00 EA	45.00 HR	495.00
Plumber	02/07/2014 01:00 PM - 12:00 AM	1.00 EA	45.00 HR	495.00
<b>Saturday</b>				
Grounds Attendant Lead	02/08/2014 08:00 AM - 12:00 AM	1.00 EA	30.00 HR	480.00
Grounds Attendant	02/08/2014 08:00 AM - 12:00 AM	6.00 EA	19.50 HR	1,872.00
Janitorial Attendant	02/08/2014 08:00 AM - 12:00 AM	10.00 EA	19.50 HR	3,120.00
Electrician	02/08/2014 08:00 AM - 12:00 AM	1.00 EA	45.00 HR	720.00
Plumber	02/07/2014 08:00 AM - 12:00 AM	1.00 EA	45.00 HR	720.00
<b>Sunday</b>				
Grounds Attendant Lead	02/09/2014 08:00 AM - 11:00 PM	1.00 EA	30.00 HR	450.00
Grounds Attendant	02/09/2014 08:00 AM - 11:00 PM	6.00 EA	19.50 HR	1,755.00
Janitorial Attendant	02/09/2014 08:00 AM - 11:00 PM	10.00 EA	19.50 HR	2,925.00
Electrician	02/09/2014 08:00 AM - 11:00 PM	1.00 EA	45.00 HR	675.00
Plumber	02/07/2014 08:00 AM - 11:00 PM	1.00 EA	45.00 HR	675.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 12 Hours	12.00 HR	30.00 HR	360.00
Grounds Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 10 Hours	10.00 HR	45.00 HR	450.00
Plumber	Estimate 20 Hours	20.00 HR	45.00 HR	900.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	02/07/2014 01:00 PM - 10:30 PM	1.00 EA	40.00 HR	380.00
Event Coordinator	02/08/2014 08:00 AM - 10:30 PM	1.00 EA	40.00 HR	580.00
Event Coordinator	02/09/2014 08:00 AM - 10:30 PM	1.00 EA	40.00 HR	580.00
<b>Guest Relations</b>				
<b>Move In</b>				
<b>Thursday</b>				
Security Attendant Overnight	02/06/2014 10:00 PM - 02/07/2014 09:30 AM	2.00 EA	19.50 HR	448.50
<b>Event Days</b>				
<b>Friday</b>				
Security Attendant Lead	02/07/2014 02:30 PM - 10:30 PM	1.00 EA	30.00 HR	240.00
Security Attendant	02/07/2014 02:30 PM - 10:30 PM	10.00 EA	19.50 HR	1,560.00
Security Attendant Overnight	02/07/2014 10:30 PM - 02/08/2014 09:30 AM	4.00 EA	19.50 HR	858.00
<b>Saturday</b>				
Security Attendant Lead	02/08/2014 09:30 AM - 10:30 PM	1.00 EA	30.00 HR	390.00
Security Attendant	02/08/2014 09:30 AM - 10:30 PM	10.00 EA	19.50 HR	2,535.00
Security Attendant Overnight	02/08/2014 10:00 PM - 02/09/2014 09:30 AM	4.00 EA	19.50 HR	897.00
<b>Sunday</b>				
Security Attendant Lead	02/09/2014 09:30 AM - 10:30 PM	1.00 EA	30.00 HR	390.00
Security Attendant	02/09/2014 09:30 AM - 10:30 PM	10.00 EA	19.50 HR	2,535.00
Security Attendant Overnight	02/09/2014 10:30 PM - 02/10/2014 09:30 AM	4.00 EA	19.50 HR	858.00



# EXHIBIT A

## Event Information

### Parking

#### Set Up

Parking Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Parking Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00

### Technology

Technology Attendant	TBD	TBD HR	35.00 HR	TBD
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### Outside Services

Event Medical Services	02/07/2014 02:00 PM - 10:30 PM (Estimate Only)	3.00 EA	19.50 HR	497.25
Event Medical Services	02/08/2014 09:00 AM - 10:30 PM (Estimate Only)	3.00 EA	19.50 HR	789.75
Event Medical Services	02/09/2014 09:00 AM - 09:30 PM (Estimate Only)	3.00 EA	19.50 HR	731.25
Orange County Sheriff	02/07/2014 (Estimate Only)	3.00 EA	2,100.00 EVT	2,100.00
Orange County Sheriff	02/08/2014 (Estimate Only)	3.00 EA	3,600.00 EVT	3,600.00
Orange County Sheriff	02/09/2014 (Estimate Only)	3.00 EA	3,300.00 EVT	3,300.00
Costa Mesa Police Department	To Be Determined	TBD	TBD	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00 HR	263.00 HR	526.00
Sound Monitor	02/07/2014 02:30 PM - 10:00 PM	1.00 EA	750.00 DAY	750.00
Sound Monitor	02/08/2014 09:30 AM - 10:00 PM	1.00 EA	750.00 DAY	750.00
Sound Monitor	02/09/2014 09:30 AM - 09:00 PM	1.00 EA	750.00 DAY	750.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00

**Total: 51,353.75**

### Summary

Facility Rental Total	\$16,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$63,978.75
Refundable Deposit	\$5,000.00

**Grand Total: 85,778.75**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/27/2013	\$10,000.00
Second Payment	01/10/2014	\$37,889.50
Third Payment	01/24/2014	\$37,889.25

**Total: \$85,778.75**

**Payment Total: \$85,778.75**

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.

### SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. Sound Monitor must be on site for sound check and all music performances. Sound Image must be the contracted sound company within this event. All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday. Should the sound monitor request that the volume of music, sound or noise be lowered or turned off, UVSA must comply with request.

### OVATIONS

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

### FOOD & BEVERAGE VENDOR FEE

Union of the Vietnamese Student Assoc Southern California agrees to pay \$250.00 per food vendor/per day to Ovations by no later than February 6, 2014. A copy of the food & beverage vendor list must be provided to Ovations with submittal of associated fees.

# EXHIBIT A

## Event Information

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Title: Nina Tran, President or Billy Le, Festival Chair

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Title: Doug Lofstrom, Chief Executive Officer

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Title: Juan Quintero, General Manager, Ovations

DRAFT

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**As of January 11, 2014**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL	PROJECT NOTES
<b>Continuing</b>						
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	
<b>New</b>						
California Fair Financing Authority	03213043	12/11/13	Parking Lot F - Seal & Stripe	Imperial Paving	\$14,315.97	
<b>Revision/Amendment</b>						

# **New Joint Powers Authority Agreements**

**January 2014**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribune Road, Suite 100  
Sacramento, CA 95815

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

FINANCING

DESIGN

CONSTRUCTION

To: Becky Bailey-Findley, Managing Officer  
California Fairs Financing Authority

Date: Thursday, December 12, 2013

From: 32<sup>nd</sup> DAA Orange County Fair

Subject: Letter of Understanding No. 13-043

(CFFA Project No. 03213043)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32<sup>nd</sup> DAA Orange County Fair ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated 01/01/1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

SCHEDULE: Parking Lot F Seal and Restripe

FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before Thursday, December 19, 2013, Fair shall encumber funds maintained by the Fairgrounds, in the amount of FOURTEEN THOUSAND THREE HUNDRED FIFTEEN DOLLARS and NINETY-SEVEN CENTS (\$14,315.97), which is the current estimated Project Cost. The fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event Authority determines that the estimated remaining Project Cost exceeds the funds on deposit in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds and deposit them into the separate liability account.

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

California Fairs Financing Authority  
By Rebecca Desmond, Deputy Executive Director  
California Fair Services Authority

Date

12/17/13

Doug Lofstrom  
CEO  
32<sup>nd</sup> DAA Orange County Fair

Date

12/15/13



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tibbets Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

Thursday, December 12, 2013  
Project No. 03213043  
LOU No. 13-043  
32<sup>nd</sup> DAA Orange County Fair – Parking Lot F Seal and Restripe

The cost proposal is based upon the following assumptions:

- A. The site of the proposed project is at the 32<sup>nd</sup> DAA Orange County Fairgrounds.
- B. The contracts will be between CFFA and the Consultant/Contractor.
- C. CFFA would provide project management and inspection services.

Items not included in the proposal are any permits or fees for services to connect utilities or associated with review procedures required by other governmental agencies or public or private entities. CFFA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

The Project Administration fee for CFFA services is \$416.97 and is based on 3% of the consultant/construction costs or a minimum \$200.00 fee structure. The administration fee comprises both the project management and inspection fees (scope of services). The construction and/or consulting and direct expenses are estimated to be \$14,315.97. Please note the breakout of the allocation of fee costs.

## PARKING LOT F SEAL AND RESTRIPE

Construction/Consultant Contract	\$ 13,899.00
Project Administration Fees (3%)	\$ 416.97
Total Estimated Fees/Costs	\$ 14,315.97

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA must engage third parties. Additionally, known and unknown third parties may be affected by the performance of this Letter of Understanding. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this Letter of Understanding, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Letter of Understanding or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a Letter of Understanding (LOU) and shall become a part thereof.

CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-043, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-043, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

# **Joint Powers Authority**

## **Invoices Paid in December 2013**





CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73695  
Dated: 12/11/2013

## Payment Authorization

Date: 11/21/13

Amount: \$4,350.00

Vendor Name: Byer Geotechnical Inc

Invoice No.: 40195

Invoice Date: 10/31/2013

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

*Michael P. Sellen*  
Project Manager

*Byer Ek*  
Construction Manager

*Amy Caserio*  
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 # 40195

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 23, 2013	HH	Review of Tieback Stress Testing Data, Project Geologist	0.50	150/hr	75.00
October 25, 2013	HH	Observation of Tieback Stress Testing, Project Geologist	4.00	150/hr	NO CHARGE
	GM	Observation of Pile Excavation, Project Geologist	8.00	150/hr	1,200.00
October 28, 2013	GM	Observation of Pile Excavations, Project Geologist	8.00	150/hr	1,200.00
October 29, 2013	GM	Observation of Pile Excavations, Project Geologist	6.50	150/hr	975.00
October 31, 2013	GM	Observation of Pile Excavations, Project Geologist	6.00	150/hr	900.00

Total from current billing period  
Previous balance

33.00

\$4,350.00  
\$6,565.00

**Total Balance Due**

**\$10,915.00**

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.



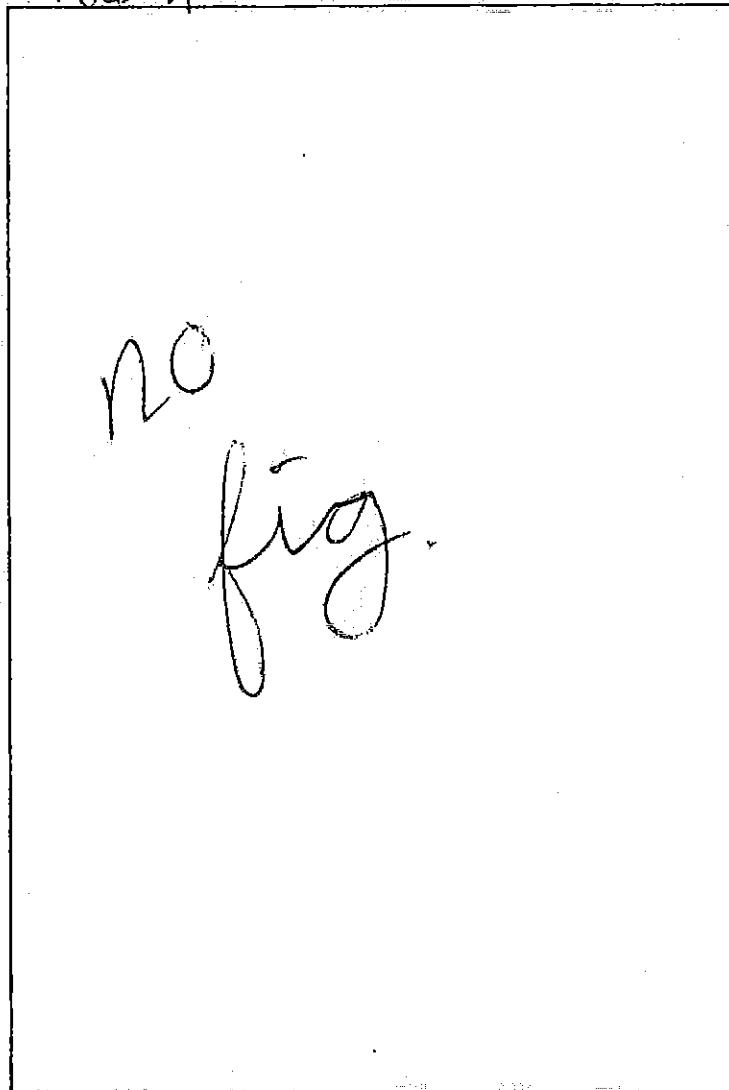
BYER GEOTECHNICAL, INC.

## NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/25/13 TIME: 7:00am BG# 21695  
 LOCATION: 100 Fair Grounds, Costa Mesa  
 REQUESTED BY: Allen MET WITH: Allen  
 SPECIAL CONDITIONS: Cloudy, Overcast (cool, misty)  
 (WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)  
 WE HAVE OBSERVED THE: Pile excavation observation:

☒ APPROVED PER THE PLANS ☒ CALL AGENCY INSPECTOR ☒ DISAPPROVED ☒ SEE BELOW

Pile #11



### GENERAL CONDITIONS OF APPROVAL:

Today's work included  
 drilling of pile number  
 11. Next to pile center  
 P. 11 - @ 68ft Elevation encountered  
 "dark black soil material"  
 @ 62 1/2 ft elev. encountered  
 Marine Terrace, light grey to  
 tan, silty moist

Pile #	Elev	Entered depth	Total depth
11	103	36"	9ft
			50ft

- Pile number 11 is approved  
 per plans to have I beam  
 placed and concrete poured.  
 Nothing follows

ADDITIONAL SITE VIST(S): ☒ REQUIRED ☒ NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC: Grigor Matevosian: Jam  
 HOURS: One (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Allen



BYER GEOTECHNICAL, INC.

## NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/28/13 TIME: 7:00am BG# 21695  
 LOCATION: 100 Fair drive, Costa Mesa  
 REQUESTED BY: Allen MET WITH: Allen, Juan (Pach 11)  
 SPECIAL CONDITIONS: Overcast (cool, breeze)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Pile excavation observation

☒ Pile 9, 16, 31  
☒ APPROVED PER THE PLANS

☐ ~~CALL AGENCY INSPECTOR~~

☐ ~~DISAPPROVED~~

☒ SEE BELOW

Pile	⊙	Elev. top (feet)	Req Emb	Actual	Total Length
9	36'	99ft	5ft	6ft	43ft
16	30'	99ft	5ft	6ft	43ft
31	36'	103ft	8ft	9ft	50ft

### GENERAL CONDITIONS OF APPROVAL:

Today's work included  
 drilling of piles. Pile number  
 9 was drilled here are the  
 results: Pile 9, data

@ 67ft Elevation encountered  
 black silty/clayey silty moist soil  
 material

@ 63 1/2 ft Elev. encountered  
 Lt grey, tan Marine terrace  
 material.

→ Pile 16 data:

@ Elev: 66ft; black soil material  
 @ Elev: 63ft; marine terrace (lt grey)

→ Pile 31 data:

@ Elev: 64ft; black soil material  
 @ Elev: 61ft; marine terrace

(lt brown tan)

nothing follows.

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC. Graeson Matevosian

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



BYER GEOTECHNICAL, INC.

# NOTICE OF FIELD OBSERVATION

CLIENT: AUT DATE: 10/29/13 TIME: 7:00am BG# 21695  
 LOCATION: 100 Fair Drive, Costa Mesa  
 REQUESTED BY: AUER MET WITH: Allen, Juan (Palillo)  
 SPECIAL CONDITIONS: Sunny (cool - warm, breeze)  
 (WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)  
 WE HAVE OBSERVED THE: Pile excavation observation

☒ Pile 13, 33, 36  
☒ APPROVED PER THE PLANS ☐ CALL AGENCY INSPECTOR ☐ DISAPPROVED ☒ SEE BELOW

Pile	Ø	Top Pile ft	Ped Emb ft	Act ft	T.L ft
13	36"	104.5	5ft	6ft	48.5
33	36"	105ft	5ft	6ft	49ft
36	30"	99ft	5ft	6ft	43ft

GENERAL CONDITIONS OF APPROVAL:  
 Today's work includes drilling  
 Pile # 13  
 Pile 13 data:  
 @ 65ft Elev = black soil material  
 @ 62ft Elev = marine terrace material  
 Pile 33 data: (competent)  
 @ 67ft Elev: black soil material  
 @ 63ft Elev: marine terrace material (comp)  
 Pile 36 data:  
 @ 66ft Elev: black soil material  
 @ 63ft Elev: marine terrace (competent)  
 - on 10/30/13 geologist needed  
 to approve pile bottoms  
 before concrete pour. Nothing  
 follows

ADDITIONAL SITE VIST(S): ☒ REQUIRED ☐ NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC. Crawson Motivation: gmm  
 HOURS: 6.5hrs (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Allen



BYER GEOTECHNICAL, INC.

# NOTICE OF FIELD OBSERVATION

CLIENT: AWT DATE: 10/31/13 TIME: 7:00am BG# 21695  
 LOCATION: 100 Fair Road, Costa Mesa  
 REQUESTED BY: Jerry MET WITH: Jerry, Juan  
 SPECIAL CONDITIONS: Sunny (warm, slight breeze)  
 (WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Pile excavations to depths

☒ \*Pile 10, 12, 14, 34  
☒ APPROVED PER THE PLANS ☐ CALL AGENCY INSPECTOR ☐ DISAPPROVED ☒ SEE BELOW

Pile excavation info:

Pile	Ø	Elev Top	Reg Emb	Act Emb	Total Length
10	36"	101ft	8ft	9ft	48ft
12	36"	105ft	12ft	13ft	56ft
14	36"	105ft	16ft	17ft	60ft
34	36"	105ft	16ft	17ft	60ft

## GENERAL CONDITIONS OF APPROVAL:

today's work included  
 the drilling of piles  
 the following is pile data;  
 Pile 10: Approved ✓  
 @ Elev: 67ft - black soil material  
 @ Elev: 63ft - marine terrace  
 Pile 12: Approved ✓  
 @ Elev: 65ft - black soil (clayey) material  
 @ Elev: 62ft - marine terrace (light grey)  
 Pile 14: Approved ✓  
 @ Elev: 65ft - black soil material  
 @ Elev: 62ft - marine terrace  
 Pile 34: Approved ✓  
 @ Elev: 67ft - black soil material  
 @ Elev: 63ft - marine terrace  
 - Work continues Monday 11/11/13  
 with the pile drilling.  
 Nothing follows.

ADDITIONAL SITE VISIT(S): ☒ REQUIRED ☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC: Graeme Matevosian

HOURS: \_\_\_\_\_ (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Jerry (AWT office)



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73695  
Dated: 12/11/2013

## Payment Authorization

Date: 11/21/13

Amount: \$3,600.00

Vendor Name: Byer Geotechnical Inc

Invoice No.: 40231

Invoice Date: 11/13/2013

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

*Michael P. Sellene*  
Project Manager

*Byer EL*  
Construction Manager

*Amy Caserio*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



November 13, 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 # 40231  
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>
November 05, 2013	HH	Phone Consultation with Contractor, Project Geologist	0.25	150/hr	NO CHARGE
November 06, 2013	HH	Phone Consultation with Contractor, Project Geologist	0.25	150/hr	NO CHARGE
November 04, 2013	GM	Observation of Pile Excavations, Project Geologist	8.00	150/hr	1,200.00
November 06, 2013	GM	Observation of Pile Excavations, Project Geologist	8.00	150/hr	1,200.00
November 08, 2013	GM	Observation of Pile Excavations, Project Geologist	8.00	150/hr	1,200.00

Total from current billing period  
Previous balance

24.50      \$3,600.00  
\$10,915.00

**Total Balance Due**

**\$14,515.00**

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: A.W.I DATE: 11/04/13 TIME: 7:00AM BG# 21695  
 LOCATION: 100 Fava Rd, Costa Mesa Loc Fair  
 REQUESTED BY: Allen MET WITH: Allen, Juan  
 SPECIAL CONDITIONS: Cloudy (cool, breeze slight drizzle)  
 (WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)  
 WE HAVE OBSERVED THE: Pile excavation observations

✓ Pile 15, 17, 32, 35\*

☐ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW

Pile	Ø	Top El ft	Ref Emb ft	Act EMB ft	Total Length ft
15	36"	103.5 ft	12 ft	13 ft	58.5 ft
32	36"	105 ft	12 ft	13 ft	56 ft
35	36"	103.5 ft	12 ft	13 ft	53.5 ft
17	30"	95 ft	12 ft	13 ft	39 ft

### GENERAL CONDITIONS OF APPROVAL:

Today's work included  
 drilling of Piles the  
 pile material data follows:  
 Pile 15: Approved  
 @ 65 ft El = black soil material  
 @ 62 ft El = tan, grey marine terrace  
 Pile 32: Approved  
 @ 66 ft El = black soil material  
 @ 62 ft El = marine terrace  
 Pile 35: Approved  
 @ 65 ft El = black soil material  
 @ 65 ft El = tan, grey, tan marine T.  
 Pile 17: Approved  
 @ 66 ft El = black soil  
 @ 62 ft El = marine terrace

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

Graeco Matvevian

HOURS: 8hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH:

Allen



BYER GEOTECHNICAL, INC.

## NOTICE OF FIELD OBSERVATION

CLIENT: AWT DATE: 11/06/13 TIME: 7:00am BG# 21695  
 LOCATION: 100 Fair Road Drive, Costa Mesa  
 REQUESTED BY: Allen MET WITH: Allen, Pacific Drilling  
 SPECIAL CONDITIONS: Sunny (warm, breeze)  
 (WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)  
 WE HAVE OBSERVED THE: Pile excavations

Pile 5, 6, 7, 8, 39, 40, 19, 20

☒ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW

### Pile Data

Pile	Ø	Top El	Leg Emb	Act Emb	Total Length
5	36"	90ft	11ft	12ft	34ft
6	30"	90ft	5ft	6ft	34ft
7	30"	92.17ft	5ft	6ft	36ft
8	30"	97ft	6ft	7ft	42ft
39	30"	87ft	5ft	6ft	31ft
40	30"	83ft	5ft	6ft	27ft
19	30"	87ft	5ft	6ft	31ft
20	30"	83ft	5ft	6ft	27ft

### GENERAL CONDITIONS OF APPROVAL:

Today's work included  
 drilling of Piles. The following  
 is their material data  
 Pile 5: Approved ✓  
 @ ± 64 1/2 ft El = black soil material  
 @ El 62 ft = marine terrace  
 Pile 6: Approved ✓  
 @ El 63 ft = black clayey soil  
 @ El 62 ft = marine terrace  
 Pile 7: Approved ✓  
 @ El 63 ft = black clayey soil  
 @ El 62 ft = marine layer  
 Pile 8: Approved ✓  
 @ El 63 ft - black soil; @ El 62 ft marine  
 Pile 39: Approved ✓  
 @ El 64 ft black soil @ El 62 ft marine  
 Pile 40: Approved ✓  
 @ 65 soil - @ 62 marine  
 Pile 19 - Approved ✓  
 @ 65 ft soil - @ 62 ft - marine  
 Pile 20 - Approved  
 @ 65 ft soil @ 62 ft, marine

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

Glaesoy Matevosian: ACM

HOURS: 8hr (2 HOUR MINIMUM CHARGE)

NOTICE LEFT WITH: Allen (AWI office)



BYER GEOTECHNICAL, INC.

# NOTICE OF FIELD OBSERVATION

CLIENT: A.W.I DATE: 11/08/13 TIME: 7:00am BG# 21695

LOCATION: 100 Fair Road, Costa Mesa

REQUESTED BY: Allen MET WITH: Allen, Packiller

SPECIAL CONDITIONS: Sunny, Warm, breeze

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Pile excavation depths, north and south berm walls.

\*Piles 17, 18, 38, 37, 28, 27, 26, 25, 29\*

☒ APPROVED PER THE PLANS

☐ CALL AGENCY INSPECTOR

☐ DISAPPROVED

☒ SEE BELOW

Pile	Ø	TO Pile Elev	Req Bore	Actual Emb	Total Length
17	30"	95ft	5ft	6ft	39ft
18	30"	91ft	5ft	6ft	35ft
38	30"	91ft	5ft	6ft	35ft
37	30"	95ft	5ft	6ft	39ft
28	30"	97ft	5ft	6ft	42ft
27	30"	92.17ft	5ft	6ft	36.2ft
26	30"	90ft	5ft	6ft	34ft
25	36"	90ft	5ft	6ft	34ft
29	36"	99ft	5ft	6ft	43ft

## GENERAL CONDITIONS OF APPROVAL:

Today's work included drilling foundation piles. N/S walls

For all holes drilled the marine terrace was found at a constant 62ft elevation, with some slight variations of soil thickness; 65ft. Blev to 64ft elev.

All piles drilled are approved to have T beams set and concrete poured. This also concluded pile excavation phase.

Further inspections are needed for lagging plumb, tie back drilling and testing. The office should be noticed 24hrs before work is to be done.

Nothing follows.

ADDITIONAL SITE VIST(S):

☒ REQUIRED

☐ NOT REQUIRED

FOR BYER GEOTECHNICAL, INC:

Grayson Matevosian

GAM

HOURS: 9hr (2 HOUR MINIMUM CHARGE)

NOTICE LEFT WITH: Allen



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73720  
Dated: 12/16/2013

## Payment Authorization

Date: 12/09/13

Amount: \$1,241,431.50

Vendor Name: AWI Builders

Invoice No.: 02

Invoice Date: 11/25/2013

Project No.: 03213031

Project Name: Pac Amp Phase II

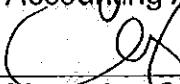
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

# OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b>  <b>California Fairs Financing Authority</b>  88 Fair Drive, Costa Mesa CA 92626  <b>AWI BUILDERS, INC.</b>  7831 Paramount Blvd. Pico Rivera CA 90660	<b>PROJECT:</b>  <b>OC FAIR - AMPHITHEATRE &amp; FESTIVAL GROUNDS PHASE II</b>  100 Fair Drive, Costa Mesa Ca 92626  <b>VIA ARCHITECT:</b>	<b>APPLICATION No.</b> 02  <b>PERIOD TO:</b> 11/25/2013  <b>CONTRACT FOR:</b>  <b>CONTRACT DATE:</b>  <b>PROJECT NOS:</b> 032-13031  <b>JOB NO:</b>	<b>Distribution To:</b> _____ OWNER _____ ARCHITECT _____ CONTRACTOR _____ FIELD _____ OTHER
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### CONTRACTOR'S APPLICATION FOR PAYMENT

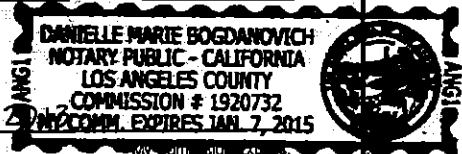
*Application is made for Payment, as shown below in connection with the Contract Continuation Sheet; Schedule of Values is attached.*

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).....	\$1,906,325.00
5. RETAINAGE.....	
a. 5% of Completed Work (Column D + E on G703).....	95,316.25
b. % of Stored Material (Column F on G703).....	0
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$95,316.25
6. TOTAL EARNED LESS RETAINAGE.....	\$1,811,008.75
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$569,577.25
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$1,241,431.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	
(Line 3 less Line 6)	\$8,537,291.25

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

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 from the Owner, and that current payment shown herein is now due.

Contractor: Robert Mekikyan - Awl Builders, Inc. Date: 11/26/13  
 By: \_\_\_\_\_  
 State of: California  
 County of: Los Angeles  
 Subscribed and sworn to before me this 26 Day of November 2013  
 Notary Public: Danielle Marie Bog 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..... \$ \$1,241,431.50

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).*

ARCHITECT: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 INSPECTOR: By  
 By: \_\_\_\_\_ Date: 12-9-13

OC FAIR PACIFIC AMPHITHEATRE PHASE II

Schedule of Values

Project No. 3213031

Period To: 11/25/2013 PA # 02

		B	C	D	E	F	G		H	I
				WORK COMPLETED						
		DESCRIPTION	Contract	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 (IF VARIABLE RATE)
		DIVISION 01 - MOBILIZATION	\$ 794,000.00							
01000-	0	Mobilization	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
01000-	1	Project superintendent 330 days	\$ 259,000.00	\$ 25,900.00	25,900.00		51,800.00	20.00%	207,200.00	2,590.00
01000-	2	Temp Fencing	\$ 45,000.00	\$ 13,500.00	4,500.00		18,000.00	40.00%	27,000.00	900.00
01000-	3	Temp toilet	\$ 15,000.00	\$ 1,500.00	1,500.00		3,000.00	20.00%	12,000.00	150.00
01000-	4	AWI Office trailer	\$ 15,000.00	\$ 1,500.00	1,500.00		3,000.00	20.00%	12,000.00	150.00
01000-	5	Storage bin	\$ 10,000.00	\$ 1,000.00	1,000.00		2,000.00	20.00%	8,000.00	100.00
01000-	6	install temp power	\$ 25,000.00	\$ 2,500.00	2,500.00		5,000.00	20.00%	20,000.00	250.00
01000-	7	Trash Bin	\$ 40,000.00	\$ 4,000.00	4,000.00		8,000.00	20.00%	32,000.00	400.00
01000-	8	CPM schedule	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
01000-	9	Bid bond	\$ 140,000.00	\$ 140,000.00	-		140,000.00	100.00%	-	7,000.00
01000-	10	Liability insurance	\$ 50,000.00	\$ 16,500.00	8,500.00		25,000.00	50.00%	25,000.00	1,250.00
01000-	11	Field Supply	\$ 20,000.00	\$ 2,000.00	2,000.00		4,000.00	20.00%	16,000.00	200.00
01000-	12	Office Supply's	\$ 15,000.00	\$ 1,500.00	1,500.00		3,000.00	20.00%	12,000.00	150.00
01000-	13	small tools and Supply	\$ 15,000.00	\$ 1,500.00	1,500.00		3,000.00	20.00%	12,000.00	150.00
01000-	14	Janitorial services	\$ 15,000.00	\$ 1,500.00	1,500.00		3,000.00	20.00%	12,000.00	150.00
01000-	15	Trash Bin	\$ 20,000.00	\$ 2,000.00	2,000.00		4,000.00	20.00%	16,000.00	200.00
01000-	16	Survey	\$ 50,000.00	\$ 12,500.00	10,000.00		22,500.00	45.00%	27,500.00	1,125.00
	17	SWPPP	\$ 10,000.00	\$ 10,000.00	-		10,000.00	100.00%	-	500.00
02000		DIVISION 02 -	\$ 175,000.00							
02070		Building selective Demolition	\$ 150,000.00	\$ 112,500.00	37,500.00	-	150,000.00	100.00%	-	7,500.00
02081		Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
		DIVISION 03 - CONCRETE	\$ 1,570,000.00							
031000		Form Work	\$ 100,000.00	\$ -	10,000.00	-	10,000.00	10.00%	90,000.00	500.00
032000		Concrete reinforcement	\$ 180,000.00	\$ -	18,000.00	-	18,000.00	10.00%	162,000.00	900.00
032001	A	Pile	\$ 150,000.00	\$ 45,000.00	105,000.00	-	150,000.00	100.00%	-	7,500.00
033000		Cast in place concrete	\$ 470,000.00	\$ -	23,500.00	-	23,500.00	5.00%	446,500.00	1,175.00
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	Shotcrete	\$ 120,000.00	\$ -	-	-	-	0.00%	120,000.00	-
04000		DIVISION 04 - MASONRY	\$ 506,000.00							
042000		Unit Masonry	\$ 300,000.00	\$ -	15,000.00	-	15,000.00	5.00%	285,000.00	750.00
042011		Masonry Rebar	\$ 56,000.00	\$ -	8,400.00	-	8,400.00	15.00%	47,600.00	420.00
042011	1	Retaining wall	\$ 150,000.00	\$ -	22,500.00	-	22,500.00	15.00%	127,500.00	1,125.00
		DIVISION 05 - STEEL	\$ 1,093,000.00							
05120		Structural Steel material	\$ 340,000.00	\$ 51,000.00	272,000.00		323,000.00	95.00%	17,000.00	16,150.00
05120	A	Fabrication	\$ 80,000.00	\$ 4,000.00	16,000.00		20,000.00	25.00%	60,000.00	1,000.00
05120	B	Installation	\$ 180,000.00	\$ -	-		-	0.00%	180,000.00	-



51213	Architectural Exposed Steel	\$ 50,000.00		\$ -	-	-	-	0.00%	50,000.00	-
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## OC FAIR PACIFIC AMPHITHEATRE PHASE II

Project No. 3213031

### Schedule of Values

Period To: 11/25/2013 PA # 02

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		<b>DIVISION 06 - WOOD AND PLASTIC</b>		\$ 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		<b>DIVISION 07 - THERMAL/MOISTURE PROTECTION</b>		\$ 307,500.00							
071416		Cold-Fluid Applied Waterproofing	\$ 37,000.00		\$ -	5,550.00		5,550.00	15.00%	31,450.00	277.50
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		<b>DIVISION 08 - DOORS</b>		\$ 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		<b>DIVISION 09 - FINISHES</b>		\$ 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	-
098319		Acoustical Wall Panels	\$ 70,000.00		\$ -	-	-	-	0.00%	70,000.00	-
09900		Painting	\$ 85,000.00		\$ -	-	-	-	0.00%	85,000.00	-
10000		<b>DIVISION 10 - SPECIALTIES</b>		\$ 54,000.00							

101400	Signage	\$ 25,000.00		\$ -	-	-	-	0.00%	25,000.00	-
102113	Toilet Components	\$ 2,000.00		\$ -	-	-	-	0.00%	2,000.00	-

**OC FAIR PACIFIC AMPHITHEATRE PHASE II**

Schedule of Values

Project No. 3213031

Period To: 11/25/2013 PA # 02

102800	Toilet And Bath Accessories	\$ 12,000.00		\$ -	-	-	-	0.00%	12,000.00	-
107313	Awnings	\$ 15,000.00		\$ -	-	-	-	0.00%	15,000.00	-
<b>11000</b>	<b>DIVISION 11 - EQUIPMENT</b>		<b>\$ 80,000.00</b>							
110140	Fall Restraint Equipment	80,000.00		\$ -	-	-	-	0.00%	80,000.00	-
<b>12000</b>	<b>DIVISION 21 - MECHANICAL</b>		<b>\$ 85,000.00</b>							
21000	Fire Protection	\$ 85,000.00		\$ 4,250.00	-	-	4,250.00	5.00%	80,750.00	212.50
<b>22000</b>	<b>DIVISION 22 - PLUMBING</b>		<b>\$ 450,000.00</b>							
220500	Plumbing Ruff	\$ 200,000.00		\$ 10,000.00	30,000.00	-	40,000.00	20.00%	160,000.00	2,000.00
220500 A	Plumbing fixtures	\$ 130,000.00		\$ -	6,500.00	-	6,500.00	5.00%	123,500.00	325.00
220500 B	Plumbing fixtures installation	\$ 120,000.00		\$ -	-	-	-	0.00%	120,000.00	-
<b>23000</b>	<b>DIVISION 23 - HVAC</b>		<b>\$ 650,000.00</b>							
230000	HVAC Ruff all piping	\$ 140,000.00		\$ 7,000.00	-	-	7,000.00	5.00%	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	-
<b>26000</b>	<b>DIVISION 26 - ELECTRICAL</b>		<b>\$ 1,129,750.00</b>							
260000	Electrical raff	350,000.00		\$ 17,500.00	-	-	17,500.00	5.00%	332,500.00	875.00
260000 1	Electrical equipment and material	300,000.00		\$ -	45,000.00	-	45,000.00	15.00%	255,000.00	2,250.00
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		\$ -	15,000.00	-	15,000.00	15.00%	85,000.00	750.00
<b>28000</b>	<b>DIVISION 28 - ELECTRICAL</b>		<b>\$ 20,000.00</b>							
28311	Digital Addressable Fire Alarm	\$ 20,000.00		\$ -	-	-	-	0.00%	20,000.00	-
<b>31000</b>	<b>DIVISION 31</b>		<b>\$ 1,270,350.00</b>							
312000	Earthwork	\$ 268,000.00		\$ 26,800.00	80,400.00	-	107,200.00	40.00%	160,800.00	5,360.00
312000 1	Shoring	\$ 722,000.00		\$ -	433,200.00	-	433,200.00	60.00%	288,800.00	21,660.00
312513	Erosion Control	\$ 30,350.00		\$ 9,105.00	6,070.00	-	15,175.00	50.00%	15,175.00	758.75
329100	Irrigation and planting	\$ 250,000.00		\$ -	-	-	-	0.00%	250,000.00	-
<b>32000</b>	<b>DIVISION 32</b>		<b>\$ 665,000.00</b>							
321216	Paving	\$ 30,000.00		\$ -	-	-	-	0.00%	30,000.00	-
323100	Fence and Gates	\$ 150,000.00		\$ -	-	-	-	0.00%	150,000.00	-
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	-
<b>33000</b>	<b>DIVISION 33 - UTILITIES</b>		<b>\$ 402,000.00</b>							
334100	Storm Drain	\$ 327,000.00		\$ -	81,750.00	-	81,750.00	25.00%	245,250.00	4,087.50
334600	Subsurface Drainage	\$ 75,000.00		\$ -	7,500.00	-	7,500.00	10.00%	67,500.00	375.00
	<b>GRAND TOTAL</b>	<b>\$ 10,348,300.00</b>		<b>\$ 599,555.00</b>	<b>\$ 1,306,770.00</b>	<b>\$ -</b>	<b>\$ 1,906,325.00</b>		<b>\$ 8,441,975.00</b>	<b>\$ 95,316.25</b>

# 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: 11/25/2013

#### 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: \$ 1,241,431.50  
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:

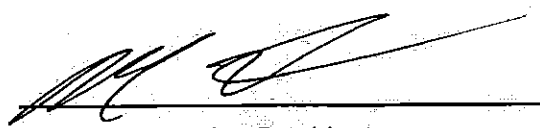
Date(s) of waiver and release: \_\_\_\_\_

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: \_\_\_\_\_



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73731  
Dated: 12/18/2013

## Payment Authorization

Date: 12/7/2013 Amount: \$4,817.00

Vendor Name: Heider Engineering Services Inc.

Invoice No.: 109302

Invoice Date: 10/31/2013

Project No.: 03213031

Project Name: Pac Amp Phase II

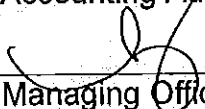
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



**Heider Engineering Services, Inc.**  
 800 South Rochester Ave, Suite A  
 Ontario, CA 91761  
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
10/31/2013	109302
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Contract Amount	Remaining Amount

P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME
2013-01		10/31/2013	130190		Pacific Amp Phase II

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Pacific Amphitheater - Lobby, Plaza, & Festival Fields 100 Fair Drive Costa Mesa, CA 92626			
10/24/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/25/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/26/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/28/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/29/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/30/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/31/2013	Structural Steel Fabrication Shop Inspection	8	82.00	656.00
10/31/2013	Registered Civil Engineer, per hour	1.5	150.00	225.00

Please remit to above address.

**Total**

**\$4,817.00**



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73731  
Dated: 12/18/2013

## Payment Authorization

Date: 12/7/2013

Amount: \$654.00

Vendor Name: Heider Engineering Services Inc.

Invoice No.: 109303

Invoice Date: 10/31/2013

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

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



**Heider Engineering Services, Inc.**  
 800 South Rochester Ave, Suite A  
 Ontario, CA 91761  
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
10/31/2013	109303
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Contract Amount	Remaining Amount

P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
2013-02		10/31/2013	130190		Pacific Amp Phase II	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater - Lobby, Plaza, & Festival Fields 100 Fair Drive Costa Mesa, CA 92626					
10/24/2013	Concrete Inspector, per hour			5	82.00	410.00
10/25/2013	Lab Nos.:08503-08506 Compression Testing, concrete cyls., each			4	20.00	80.00
10/31/2013	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
Please remit to above address.				Total		\$654.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 09/18/2013

Amount: \$20,043.74

Vendor Name: CFFA

Invoice No.: 1345

Invoice Date: 09/18/2013

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

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*Amy [Signature]*  
Accounting Administrator

*By [Signature]*  
Managing Officer or Designee





CALIFORNIA  
FAIR'S FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001345  
Invoice Date: 9/18/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031 Direct Costs through 8/31/2013-see attached GL Detail and Invoices	20,043.74
	<b>\$20,043.74</b>

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$20,043.74  
Sales Tax: 0.00  
Invoice Total: **\$20,043.74**

# General Ledger Detail

1/1/11 to Date (1/1/2011 - 8/31/2013)

CFFA  
Amy Coleman-Caslas

Unit Of Measure: \$

Wednesday, September 18, 2013 5:19:24PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>742-032-03213031-A Printing, 032, Pac Amp Phase II ,</b>							0.00
5/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		325.02		
4/22/2013	American Reprographics Company	Invoice: 760073	Pac Amp- 03213031				34.08
4/23/2013	American Reprographics Company	Invoice: 760739	Pac Amp-03213031 Spec				194.94
4/25/2013	American Reprographics Company	Invoice: 6910988	Pac Amp-Monthly User Fee 03213031				60.00
4/25/2013	American Reprographics Company	Invoice: 7622578	Pac Amp-electrical upgrade 03213031				36.00
6/24/2013	Summarized AP Invoices	Invoices	AP-Invoice		789.03		
6/24/2013	American Reprographics Company	Invoice: 6990325	OC Fair Event Ctr PAC AMP				684.60
6/24/2013	American Reprographics Company	Invoice: 785043	Pac Amp				104.43
7/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		3,171.01		
5/3/2013	American Reprographics Company	Invoice: 769076	OC Fair PAC AMP				923.28
5/16/2013	American Reprographics Company	Invoice: 6944990	OC Fair Pac Amp				13.49
5/21/2013	American Reprographics Company	Invoice: 6950910	OC Fair PAC AMP				545.94
5/24/2013	American Reprographics Company	Invoice: 6958717	OC Fair PAC AMP				797.95
5/29/2013	American Reprographics Company	Invoice: 6964845	OC Fair PAC AMP				63.60
7/9/2013	American Reprographics Company	Invoice: 7030386	OC Fair PAC AMP				20.72
7/9/2013	American Reprographics Company	Invoice: 809137	OC Fair PAC AMP				792.51
7/16/2013	American Reprographics Company	Invoice: 7037822	OC Fair PAC AMP				13.52
8/8/2013	Summarized AP Invoices	Invoices	AP-Invoice	658	367.87		
8/8/2013	American Reprographics Company	Invoice: 827997	Pac Amp				367.87
8/13/2013	Summarized AP Invoices	Invoices	AP-Invoice		46.75-		
8/13/2013	American Reprographics Company	Invoice: 7083135	OC Fair Memorial Gardens Bldg				46.75-
8/13/2013	Summarized AP Invoices	Invoices	AP-Invoice	658	46.75		
8/13/2013	American Reprographics Company	Invoice: 7083135	OC Fair Memorial Gardens Bldg				46.75
8/15/2013	Summarized AP Invoices	Invoices	AP-Invoice		138.62-		
8/15/2013	American Reprographics Company	Invoice: 7086845	OC Fair Relo of Memorial Gardens				138.62-
8/15/2013	Summarized AP Invoices	Invoices	AP-Invoice	658	1,062.52		
6/19/2013	American Reprographics Company	Invoice: 798471	OC Fair PAC AMP				23.11
6/20/2013	American Reprographics Company	Invoice: 7000458	OC Fair PAC AMP Phase II Geo Report				48.24
6/26/2013	American Reprographics Company	Invoice: 7009706	OC Fair PAC AMP Phase II				13.39
6/27/2013	American Reprographics Company	Invoice: 7012271	OC Fair PAC AMP/Del Mar				92.40
6/28/2013	American Reprographics Company	Invoice: 7015699	OC Fair PAC AMP Phase II				95.37
6/28/2013	American Reprographics Company	Invoice: 7017772	OC Fair PAC AMP Phase II				13.38
6/28/2013	American Reprographics Company	Invoice: 7018304	OC Fair PAC AMP Phase II				14.01
6/28/2013	American Reprographics Company	Invoice: 7018353	OC Fair PAC AMP Phase II				171.16
6/28/2013	American Reprographics Company	Invoice: 7018376	OC Fair PAC AMP Phase II				13.06
6/28/2013	American Reprographics Company	Invoice: 7018592	OC Fair PAC AMP Phase II				75.46
7/2/2013	American Reprographics Company	Invoice: 7024118	OC Fair PAC AMP Phase II				13.49
7/2/2013	American Reprographics Company	Invoice: 7024249	OC Fair PAC AMP Phase II				13.43
7/25/2013	American Reprographics Company	Invoice: 7052214	OC Fair PAC AMP				337.40
8/15/2013	American Reprographics Company	Invoice: 7086845	OC Fair Relo of Memorial Gardens				138.62
<b>742-032-03213031-A</b>					Net:	5,576.83	5,576.83
						0.00	0.00
<b>747-032-03213031-A Ops Advertising, 032, Pac Amp Phas</b>							0.00
5/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		5,016.00		
5/22/2013	West America Bank	Invoice: 05/02 Advertise	Orange County Register Pac Amp Ad				774.00
5/22/2013	West America Bank	Invoice: 05/09 Advertise	Orange County Register Pac Amp Ad				774.00
5/22/2013	West America Bank	Invoice: 05/10 Advertise	LA Times Media group				3,468.00
6/30/2013	Summarized AP Invoices	Invoices	AP-Invoice		2,505.40		
6/20/2013	West America Bank	Invoice: 05/30 Advertise	Orange County Register Pac Amp Ad				774.00
6/20/2013	West America Bank	Invoice: 05/31 Advertise	UT Union TRB Advstng				933.40
6/20/2013	West America Bank	Invoice: 06/07 Advertise	Orange County Register				798.00
8/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		1,380.00		
8/22/2013	West America Bank	Invoice: 08/02 Advertise	Orange County Register Pac Amp Ad				690.00
8/22/2013	West America Bank	Invoice: 08/08 Advertise	Orange County Register Pac Amp Ad				690.00
<b>747-032-03213031-A</b>					Net:	8,901.40	8,901.40
						0.00	0.00
<b>751-032-03213031-A Legal, 032, Pac Amp Phase II ,</b>							0.00
8/15/2013	Summarized AP Invoices	Invoices	AP-Invoice	658	415.21		
8/6/2013	Orbach, Huff & Suarez LLP	Invoice: 66570	Pac Amp Phase II Review Bld Protest				415.21
<b>751-032-03213031-A</b>					Net:	415.21	415.21
						0.00	0.00

# General Ledger Detail

1/1/11 to Date (1/1/2011 - 8/31/2013)

CFFA  
Amy Coleman-Caslas

Unit Of Measure: \$

Wednesday, September 18, 2013 5:19:24PM  
Page 2

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>764-032-03213031-A Ops Travel, 032, Pac Amp Phase II ,</b>							0.00
6/30/2013	Summarized AP Invoices	Invoices	AP-Invoice		518.28		
6/20/2013	West America Bank	Invoice: 06/12Hotel	Best Western / Costa Mesa freese				133.19
6/20/2013	West America Bank	Invoice: 06/12Hotel DF	Best Western / Costa Mesa freese				133.19
6/20/2013	West America Bank	Invoice: 06/17Flight	Southwest / Freese 5262136691063				234.90
6/20/2013	West America Bank	Invoice: 06/17Parking	Sac Airport				17.00
8/6/2013	Summarized AP Invoices	Invoices	AP-Invoice		1,185.49		
7/19/2013	West America Bank	Invoice: 06/19Hotel	Best Western / Costa Mesa				110.99
7/19/2013	West America Bank	Invoice: 06/24Flight	Southwest / Freese 5262139177268				214.90
7/19/2013	West America Bank	Invoice: 07/03/13Flight	Southwest / Freese 5262141710466				429.80
7/19/2013	West America Bank	Invoice: 07/15Flight	Southwest / Freese 5260143841928				429.80
8/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		2,787.55		
8/22/2013	West America Bank	Invoice: 07/23Parking	Sac Airport				17.00
8/22/2013	West America Bank	Invoice: 07/24Parking	Ace Parking				10.00
8/22/2013	West America Bank	Invoice: 07/31Hotel	Best Western / Costa Mesa				166.49
8/22/2013	West America Bank	Invoice: 07/31Hotel BE	Best Western / Costa Mesa				166.49
8/22/2013	West America Bank	Invoice: 07/31Parking	Justice Center Metered~Riverside				4.50
8/22/2013	West America Bank	Invoice: 07/31Parking	Sac Airport Parking				34.00
8/22/2013	West America Bank	Invoice: 08/01Hotel	Best Western / Costa Mesa				177.59
8/22/2013	West America Bank	Invoice: 08/06 flight	5262149002125 D. Freese				429.80
8/22/2013	West America Bank	Invoice: 08/06Parking	Sac Airport				17.00
8/22/2013	West America Bank	Invoice: 08/13change fee	5262150755998 D. Freese				28.00
8/22/2013	West America Bank	Invoice: 08/13Flight	5262149004763 D. Freese				373.80
8/22/2013	West America Bank	Invoice: 08/13Parking	Sac Airport				17.00
8/22/2013	West America Bank	Invoice: 08/15Parking	Sac Airport				17.00
8/22/2013	West America Bank	Invoice: 08/20Parking	Sac Airport				17.00
8/22/2013	West America Bank	Invoice: 22.48 Gas	Shell / Santa Ana				22.48
8/22/2013	West America Bank	Invoice: 7/23 flight	5262145931495 D. Freese				429.80
8/22/2013	West America Bank	Invoice: 7/30 flight	5262147728713 D. Freese				429.80
8/22/2013	West America Bank	Invoice: 7/30 flight-BE	5262147730162 B. Eubanks				429.80
<b>764-032-03213031-A</b>					Net:	4,491.32	4,491.32
<b>768-032-03213031-A Misc Expenses, 032, Pac Amp Phase</b>						0.00	4,491.32
4/30/2013	Summarized AP Invoices	Invoices	AP-Invoice		6,000.00		
4/11/2013	Division of the State Architect	Invoice: OC Event Center	03213031 Pac Amp Renovation-Contingency				6,000.00
<b>768-032-03213031-A</b>					Net:	6,000.00	6,000.00
<b>\$ Grand Totals</b>					Beginning Balance	Net Activity	Total Debits
					0.00	25,384.76	25,384.76
<b>\$ Trial Balances</b>							Total Credits
							Balance
					Prior:	0.00	0.00
					Activity:	25,384.76	0.00
					Ending:	25,384.76	0.00

*Amnt already paid*

*-5341.02*

*20,043.74*



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4857871

INVOICE NO. **7012271**

INVOICE DATE **06/27/13**

WORK ORDER# **0600025-13**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/27/13 at 12:00AM

CONTACT		PHONE		PURCHASE ORDER#			SALES REP			
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114					HOUSE - SD			
JOB#		JOB NAME			BILLER			LOC		
		CALIFORNIA FAIRS FINANCING AUTHORITY			Dora Trujillo			001		
OP CODE	DESCRIPTION	TAX	LOC	1 NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6175	Monthly User fee - PW Bld Management	NT	001	2	1		2	EA	20.0000	40.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
6116	BidCaster - Email	NT	001	97	1		97	EA	0.2000	19.40
	OC Fair Event Center Pacific Amphitheater Phase II									
6117	BidCaster - Fax	NT	001	65	1		65	EA	0.2000	13.00
	OC Fair Event Center Pacific Amphitheater Phase II									
6116	BidCaster - Email	NT	001	34	1		34	EA	0.2000	6.80
	Del Mar Fair Cooling Tower Repl. and Dome Repair									
6117	BidCaster - Fax	NT	001	28	1		28	EA	0.2000	5.60
	Del Mar Fair Cooling Tower Repl. and Dome Repair									
NOTES										
FOR JUNE California Fairs Financing Authority										
BIDCASTER BROADCAST PROJECT: OC Fair Event Center Pacific Amphitheater Phase II & Del Mar Fair Cooling Tower Repl. and Dome Repair										
ARC facilities will be closed Thursday, July 4th in observance of Independence Day.										
PAC AMP OK to P 7/22/13 OK to B 8-7-13										

*PAC Amp*

*Del Mar*

*ok to pay 7/22/13*

*OK to pay 8-7-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
104.80			104.80		104.80

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final  
1283303



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 6990325

INVOICE DATE 06/14/13

WORK ORDER# F1746321

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 06/12/13 at 04:26PM

CONTACT DIANNA SHAPIRO @ MAKE ARCH/CALIFORNI		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB#		JOB NAME OC FAIR EVENT CENTER PACIFIC AMPITHEATER PH II - ADDENDUM 1			BILLER Laura Richman	
					LOC 001	

OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6100	PW DMF/Document MNGT	NT	001	85	1		85	EA	7.5000	637.50
6102	PW DMF/Spacs	NT	001	263	1		253	EA	0.1650	41.75
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
<p>ARC facilities will be closed Thursday, July 4th in observance of Independence Day.</p> <p><i>6/21/13 OK [Signature]</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
684.20		0.40	684.60	

BALANCE DUE 684.60

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days net final  
1283241

LT

**ARC**  
 1322 V STREET  
 SACRAMENTO, CA 95818  
 916-443-1322

INVOICE NO. **785043**

INVOICE DATE **05/29/13**

WORK ORDER# **9300565**

SOLD TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

SHIP TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

JOB DUE: 05/29/13 at 12:50PM

Will Call

CONTACT Michael/Calif. Fairs Services Auth.		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		✓ JOB NAME Pac Amplitheater	BILLER Sharon Sammons		LOG 024			
OP CODE	DESCRIPTION	NO OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT	
6123	LARGE FORMAT DOCUMENT SCANNING	23	1		23	EA	80.50	
6137	CD ARCHIVING	1	1		1	EA	15.76	

6/21/13  
OK LFP  
*[Signature]*

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
96.25		8.18	104.43		104.43

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.  
 45-1575

**ARC**  
1322 V STREET  
SACRAMENTO, CA 95818  
916-443-1322

INVOICE NO. 769076

INVOICE DATE 05/03/13

WORK ORDER# 9300176

SOLD TO  
Cust# 6474  
Calif. Fairs Services Auth.  
1776 Tribute Road Ste. 100  
Sacramento, CA 95815

SHIP TO  
Cust# 6474  
Calif. Fairs Services Auth.  
1776 Tribute Road Ste. 100  
Sacramento, CA 95815

JOB DUE: 05/02/13 at 03:00PM

Will Call

CONTACT David/Calif. Fairs Services Auth.		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME			BILLER Front Counter 024			LOC 024

OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT
2200.04	SMART COLOR - REDLINE/MARK-UPS	154	1	18x24	462	SF	438.90
6135.02	HARDCOPY SCALE CHANGE	154	1		154	EA	77.00
2222.01	SMART SCAN - REDLINE	154	1		154	EA	308.00
6137	CD ARCHIVING	1	1		1	EA	15.75
1624.02	UNBINDING & REBINDING ORIG	1	1		1	EA	1.30
6137.01	CD ARCHIVING - ADD'L	1	1		1	EA	10.00

OC FAIR  
 Pack & Ship  
 to pay  
 7/15/13  
 OK BY *[Signature]*

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
850.95		72.33	923.28		923.28

TERMS: Not 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final  
438210



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 6944990

INVOICE DATE 05/16/13

WORK ORDER# F1693397

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 05/13/13 at 01:13PM

CONTACT DAVID FREESE/CALIFORNIA FAIRS FINANC		PHONE 916-283-6114		PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB#		JOB NAME OC FAIR EVENT CENTER PACIFIC AMPHITHEATER PHASE II INVITATION				BILLER Margi Ardito	
						LOC 001	

OP CODE	DESCRIPTION	TAX	LOC	QTY OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT PRICE	AMOUNT	
6102	PW DMF/Specs	NT	001	1	1		1	EA	0.1650	0.17
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
6203.999	Order Minimum	T		1	1		1	EA	7.3800	7.38

IN OBSERVANCE of MEMORIAL DAY, ALL ARC FACILITIES WILL BE CLOSED MONDAY, MAY 27TH.

*OC Fair  
Pac Amph  
OK to P  
7/15/13  
OK to P  
B. J. J.*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
12.50		0.99	13.49	

BALANCE DUE 13.49

Invoices undisputed for 45 days are final.  
1223408

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT





345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 05-4657871

INVOICE NO. **6950910**

INVOICE DATE **05/21/13**

WORK ORDER# **F1678859**

SOLD TO: Cusl# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 05/17/13 at 07:28AM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
DIANNE SHAPIRO/CALIFORNIA FAIRS FINA						HOUSE - SD	
JOB#		JOB NAME		BILLER		LOC	
		✓ OC FAIR EVENT CENTER PACIFIC AMPHITHEATER PHASE II/ BID SET PL		Chelsea Langer		001	
OP CODE	DESCRIPTION	TAX	LOC	QTY	UNIT	PRICE	AMOUNT
6100	PW DMF/Document MNGT	NT	001	159	EA	2.0000	318.00
6102	PW DMF/Specs	NT	001	1349	EA	0.1650	222.59
6114	Set Up	T	001	1	EA	4.9500	4.95
<p>IN OBSERVANCE of MEMORIAL DAY, ALL ARC FACILITIES WILL BE CLOSED MONDAY, MAY 27TH.</p> <p><i>OC FAIR Pac Amp OK to pay 7/15/13 OK to pay 7-22-13</i></p>							

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
545.54		0.40	545.94		545.94

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1229882



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **6958717**

INVOICE DATE **05/24/13**

WORK ORDER# **4521761**

SOLD TO: Cusi# 402624  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: ATTN: DAVID FREESE  
WILL CALL / ARC-SACRAMENTO  
SACRAMENTO, CA 95815

DUE: 05/22/13 at 10:00AM

CONTACT		PHONE		PURCHASE ORDER#			SALES REP			
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114					HOUSE - SD			
JOB#		JOB NAME			BILLER			LOC		
		OC FAIR EVENT CENTER PACIFIC AMPHITHEATER PHASE II			Maureen Morris			001		
OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6160	PW/Order Process	NT	001	1	1		1	EA	10.5000	10.50
1001	PPC Bond - Additional Set	T	001	159	1	36X48	1908	SF	0.2640	503.71
	BID SET PLANS									
1624	Stapling	T	001	1	1		1	EA	1.0500	1.05
1900	BW Copies 8.5X11	T	001	1350	1		1350	EA	0.1320	178.20
	BID SET SPECS									
1927	Collate	NT	001	4	1		4	EA	0.1700	0.68
1936	3 Hole Drill	NT	001	677	1		677	EA	0.0100	6.77
1953	Screw Post Bind	T	001	1	1		1	EA	5.8500	5.85
1900	BW Copies 8.5X11	T	001	1	1		1	EA	0.1320	0.13
	INVITATION TO BID									
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
6172	Shipdocs -Next day USA	T	001	1	1		1	EA	25.0000	25.00
	WIC @ ARC SACRAMENTO, CA. ID#1373584									

OK FAIR

Doc [unclear]

OK [unclear]

2/15/13

OK TO PAY

By [unclear] 7-22-13

*OK FAIR*  
*Doc King*  
*OK to pay*  
*2/15/13*  
*OK TO PAY*  
*By 7-22-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
736.84		61.11	797.95		797.95

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days and final.  
1234971

LT



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **6964845**

INVOICE DATE **05/29/13**

WORK ORDER# **0500026-13**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 05/29/13 at 12:00AM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP				
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114				HOUSE - SD				
JOB#		JOB NAME		BILLER		LOC				
		CALIFORNIA FAIRS FINANCING AUTHORITY		Dora Trujillo		001				
OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6176	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
6116	BidCaster - Email	NT	001	9	1		9	EA	0.2000	1.80
6117	BidCaster - Fax	NT	001	9	1		9	EA	0.2000	1.80
NOTES										
FOR MAY California Fairs Financing Authority										
BIDCASTER BROADCAST PROJECT: OC Fair Event Center Pacific Amphitheater Phase II										

OK FAIR  
Pac Amph  
OK to 7-22-13  
7/15/13  
OK to PM  
Ben 7-22-13

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
63.60			63.60		63.60

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT

Invoices undeposited for 45 days are final  
1245136



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7030386**

INVOICE DATE **07/09/13**

WORK ORDER# **F1746999**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 07/08/13 at 08:32PM

CONTACT David Freese/CALIFORNIA FAIRS FINANC		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB#		JOB NAME OC Fair Event Center Pacific Amphitheater Phase 2			BILLER Maureen Morris	
					LOC 001	

OP CODE	DESCRIPTION	TAX	LOC	IND OR ORIGINAL	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	93	1		93	EA	0.1650	15.35
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95

*7/22/13*  
*OK to pay*  
*Race And 2*  
*OK To pay*  
*Buy 7-22-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
20.30		0.42	20.72	

BALANCE DUE

20.72

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final  
1294057

**ARC**  
 1322 V STREET  
 SACRAMENTO, CA 95818  
 916-443-1322

INVOICE NO. **809137**

INVOICE DATE **07/09/13**

WORK ORDER# **9400324**

SOLD TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

SHIP TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

CONTACT		PHONE	JOB DUE: 07/09/13 at 09:45AM		Will Call			
Michael/Calif. Fairs Services Auth		916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#	JOB NAME		BILLER		LOG			
	Pac Am		Jennifer Morford		024			

OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
1601	PPC BOND	6	1	36x48	60	SF		11.34
1601	PPC BOND	161	1	36x48	1932	SF		365.15
1624.02	UNBINDING & REBINDING ORIG	1	1		1	EA		1.30
1624.01	STAPLING - PER SHEET	161	1		161	SH		4.03
6121	DIGITAL SETUP/EPLT FULLSIZE	166	1		166	EA		348.60

7/22/13  
 ok to pay  
 Pac Am  
 Buy 5/7-22-13  
 OK to pay

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
730.42		62.09	792.51		792.51

TERMS: Net 30 Days  
 Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.  
 476151



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7037822

INVOICE DATE 07/16/13

WORK ORDER# 11746682

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 07/09/13 at 12:00PM

CONTACT David Freese/CALIFORNIA FAIRS FINANC		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB#		JOB NAME OC FAIR EVENT CENTER			BILL TO Marianne Ruiz	
					LOG 001	

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTALS QTY	UNIT	UNIT PRICE	AMOUNT
8102	PW DMF/Specs	NT	001	3	1		3	EA	0.1650	0.50
6114	Sol Up	T	001	1	1		1	EA	4.9500	4.95
5203.999	Order Minimum	T		1	1		1	EA	7.0500	7.05

*7/22/13*  
*OK to pay*  
*Doc Amp*  
*OK to pay*  
*By [Signature] 7-22-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
12.50		1.02	13.52	

BALANCE DUE
13.52

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1293813

**ARC™**  
 1322 V STREET  
 SACRAMENTO, CA 95818  
 916-443-1322

INVOICE NO. **827997**

INVOICE DATE **08/08/13**

WORK ORDER# **0400771**

SOLD TO: Cust# 6474  
 California Fairs Services Authority  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

SHIP TO: Cust# 6474  
 California Fairs Services Authority  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

JOB DUE: 08/07/13 at 03:00PM

Will Call

CONTACT Michael/California Fairs Service		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME Pao Amp	BILLER Sharon Sammons		LOC 024			
OP CODE	DESCRIPTION	NO OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
6123	LARGE FORMAT DOCUMENT SCANNING	161	1		161	EA		322.00
6137	CD ARCHIVING	1	1		1	EA		15.75
1624.02	UNBINDING & REBINDING ORIG	1	1		1	EA		1.30

*Handwritten:*  
 8/21/13  
 131 SE 8-21-13

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
339.05		20.82	367.87		367.87 ✓

TERMS: Net 30 Days  
 Please Remit To: ARC P.O. Box 102224 San Francisco, CA 94110-2224

Invoices undisputed for 45 days are final.  
 493107

**ARC™**  
 1322 V STREET  
 SACRAMENTO, CA 95818  
 916-443-1322

INVOICE NO. 798471

INVOICE DATE 06/19/13

WORK ORDER# 9400051

SOLD TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

SHIP TO: Cust# 6474  
 Calif. Fairs Services Auth.  
 1776 Tribute Road Ste. 100  
 Sacramento, CA 95815

JOB DUE: 06/19/13 at 03:56PM

Will Call

CONTACT Michael/Calif. Fairs Services Auth		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME Pac Amp	BILER Jennifer Morford		LOC 024			
OP CODE	DESCRIPTION	NO OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT	
1624.02	UNBINDING & REBINDING ORIG	1	1		1	EA	1.30	
6123	LARGE FORMAT DOCUMENT SCANNING	4	1		4	EA	14.00	
6153.01	EMAIL FILES/PER 5 MB	2	1		2	EA	6.00	

*Pac Amp  
 7/22/13  
 ok to pay  
 OK to pay  
 8-2-13  
 ruc*

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
21.30		1.81	23.11		23.11

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.  
 467109





345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7000458

INVOICE DATE 06/20/13

WORK ORDER# F1746478

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 06/17/13 at 12:14PM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
DIANNE SHAPIRO/CALIFORNIA FAIRS FINA		916-263-6114		3211031		HOUSE - SD	
JOB#		JOB NAME				BILLER	
		OC FAIR EVENT - PACIFIC AMPHITHEATER PHASE 2/ GEOTECH REPORT				Maureen Morris	
						LOC 001	

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	169	1		169	EA	0.1650	27.89
6100	PW DMF/Document MNGT	NT	001	2	1		2	EA	7.5000	15.00
6114	Set Up	T	001	1	1		1	EA	4.0500	4.05

ARC facilities will be closed Thursday, July 4th in observance of Independence Day.

*Handwritten notes:*  
7/22/13 OK to pay  
Recd Aug 8-7-13 OK to pay

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
47.84		0.40	48.24	

BALANCE DUE 48.24

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1267605



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7009706**

INVOICE DATE **06/26/13**

WORK ORDER# **F1746803**

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/24/13 at 05:00PM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP			
DIANNE SHAPIRO/CALIFORNIA FAIRS FINA		916-263-6114					HOUSE - SD			
JOB#		JOB NAME					BILLER		LOC	
03213031		PACIFIC AMPHITHEATRE PHASE II					Chelsea Langer		001	
OP CODE	DESCRIPTION	TAX	LOG	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	12	1		12	EA	0.1650	1.98
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
6203.999	Order Minimum	T		1	1		1	EA	5.5700	5.57
ARC facilities will be closed Thursday, July 4th in observance of Independence Day.										
<div>7/22/13 ok to pay for Amp OK to pay 8-7-13</div>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
12.50		0.89	13.39		13.39

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final  
1270007

LT



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7015699

INVOICE DATE 06/28/13

WORK ORDER# F1746920

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/26/13 at 05:00PM

CONTACT DIANNE SHAPIRO/CALIFORNIA FAIRS FINA		PHONE 916-263-6114		PURCHASE ORDER#		SALES REP HOUSE - SD				
JOB# 03213031		JOB NAME OC FAIR EVENT CTR PACIFIC AMPHITHEATRE PH II		BILLER Marianne Ruiz		LOC 001				
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT PRICE	AMOUNT	
6100	PW DMF/Document MNGT	NT	001	12	1		12	EA	7.5000	90.00
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
<p>ARC facilities will be closed Thursday, July 4th in observance of Independence Day.</p> <p><i>OK to PM</i> <i>7/22/13</i> <i>Rac Amp</i> <i>OK TO PM</i> <i>Bul 8-13</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-480-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
94.95		0.42	95.37	

BALANCE DUE 95.37

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1278020



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7017772**

INVOICE DATE **06/28/13**

WORK ORDER# **F1746918**

SOLD TO

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/26/13 at 05:00PM

CONTACT DIANNE SHAPIRO @ MAKE ARCH/CALIFORNIA		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB# 03213031		JOB NAME OC FAIR EVENT CTR PACIFIC AMPHITHEATRE PH II			SELLER Kristen Hernandez	
LOG 001						

ITEM CODE	DESCRIPTION	TAX	LOG	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
6102	PW DMF/Specs	NT	001	13	1		13	EA	0.1650	2.15
5203.999	Order Minimum	T		1	1		1	EA	5.4000	5.40
<p>ARC facilities will be closed Thursday, July 4th in observance of Independence Day.</p> <p><i>7/2/13 OK to pay Bec Amp OK to pay 8-7-13</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
12.50		0.88	13.38		13.38

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT

Invoices undisputed for 45 days are final.  
1280357



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7018304

INVOICE DATE 06/28/13

WORK ORDER# F1746889

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 06/28/13 at 06:58PM

CONTACT DIANNE SHAPIRO @ MAKE ARCH/CALIFORNIA		PHONE 916-263-6114		PURCHASE ORDER#		SALES REP HOUSE - SD				
JOB# 03213031		JOB NAME OC FAIR EVENT CENTER PACIFIC AMPITHEATER PH II		BILLER Maureen Morris		LOC 001				
OP CODE	DESCRIPTION	TAX	LOC	THIS OR ORIGINAL	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6100	PW DMF/Document MNGT	NT	001	1	1		1	EA	7.5000	7.50
6102	PW DMF/Specs	NT	001	7	1		7	EA	0.1650	1.16
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
ARC facilities will be closed Thursday, July 4th in observance of Independence Day.										
<i>Handwritten notes:</i> 7/22/13 OK to pay OK to pay 4-7-13 B-2										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 026-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
13.61		0.40	14.01	

BALANCE DUE

4.01

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days and final  
1280578

LT



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7018353

INVOICE DATE 06/28/13

WORK ORDER# F1746914

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/28/13 at 05:00PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DIANNE SHAPIRO/CALIFORNIA FAIRS FINA		916-263-6114			HOUSE - SD					
JOB#		JOB NAME		BILLER		LOC				
03213031		OC FAIR EVENT CTR PACIFIC AMPHITHEATRE PH II		Maureen Morris		001				
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6100	PW DMF/Document MNGT	NT	001	16	1		16	EA	7.5000	120.00
6102	PW DMF/Specs	NT	001	126	1		126	EA	0.1650	20.79
6157	3rd Parly Download	NT	001	1	1		1	EA	25.0000	25.00
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
ARC facilities will be closed Thursday, July 4th in observance of Independence Day.										
<div>7/22/13 ok to print Scan Pac Amp OK to print Bill 8-7-13</div>										

*7/22/13  
OK to pay  
D. [Signature]  
Pay Amf  
OK to pay  
B. [Signature] 8-7-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
170.74		0.42	171.16	

BALANCE DUE
171.16

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days after final  
1284488

LT



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7018376

INVOICE DATE 06/28/13

WORK ORDER# 11746565

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 06/28/13 at 12:00PM

CONTACT Dianne Shapiro/CALIFORNIA FAIRS FINA		PHONE		PURCHASE ORDER# 03213130		SALES REP HOUSE - SD				
JOB#		JOB NAME OC FAIR EVENT CTR PACIFIC AMP PH II		BILLER Maureen Morris		LOC 001				
OP CODE	DESCRIPTION	TAX	LOG	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
0102	PW DMF/Specs	NT	001	36	1		36	EA	0.1650	5.94
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
5203.090	Order Minimum	T		1	1		1	EA	1.6100	1.61
<p>ARC facilities will be closed Thursday, July 4th in observance of Independence Day.</p> <p><i>Handwritten:</i> 7/22/13 OK to pay</p> <p><i>Handwritten:</i> Pac Amp 8-7-13 OK to pay</p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

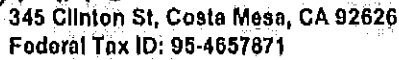
For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	Sales Tax	TOTAL	DEPOSIT	BALANCE DUE
12.50		0.56	13.06		13.06

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 15 days are final.  
1284308



WORK ORDER# F1746911

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1778 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

**DUE: 06/28/13 at 05:00PM**

11/22/13  
OK to pay  
D  
Pay Amf  
OK to pay  
8-13  
p/k

**For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555**

SUB TOTAL	75.04	DISCOUNT		SALES TAX	0.42	TOTAL	75.46	DEPOSIT		BALANCE DUE	75.46
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Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 15 days are final  
1286801

L<sup>2</sup>



**ARC™**  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. **7024118**

INVOICE DATE **07/02/13**

WORK ORDER# **F1746908**

SOLD TO: Cusl# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cusl# 31  
 ATTN: PLANWELL UPLOAD ONLY  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 07/01/13 at 12:00AM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP			
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114					HOUSE - SD			
JOB#		JOB NAME				BILLER			LOC	
03213031		OC FAIR & EVENT CTR PACIFIC AMPH THEATER PH II				Dora Trujillo			001	
OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	SUM	UNIT PRICE	AMOUNT
6102	PW DMF/Spacs	NT	001	1	1		1	EA	0.1650	0.17
	REVISED NEW SECTION 00100 ITB									
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
5203.999	Order Minimum	T		1	1		1	EA	7.3800	7.30
ARC facilities will be closed Thursday, July 4th in observance of Independence Day.										
<div>7/24/13 ok to pay D Sanchez Rec Drop ok to pay 8-7-13</div>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT
12.50		0.99	13.49	

BALANCE DUE **13.49**

Invoices undisputed for 45 days are final.  
 1298108

**TERMS:** Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7024249**

INVOICE DATE **07/02/13**

WORK ORDER# **F1746903**

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 31  
ATTN: PLANWELL UPLOAD  
WILL OALLWAITER - CORPORATE  
345 CLINTON ST,  
COSTA MESA, CA 92626

DUE: 07/02/13 at 05:00PM

CONTACT DIANE SHAPIRO @ MAKE ARCH/CALIFORNIA		PHONE 916-263-6114		PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB# 03213031		JOB NAME OC FAIR EVENT CTR PACIFIC AMPHITHEATER PH II		BILLER Dora Trujillo		LOC 001	

OPX CODE	DESCRIPTION	TAX	QTY	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	5	1
	REVISED TOC ADD #4				
6114	Set Up	T	001	1	1
5203.999	Order Minimum	T		1	1

NOTES

PLANWELL UPLOAD ONLY

ARC facilities will be closed Thursday, July 4th in observance of Independence Day.

7/22/13  
OK to pay  
Pac Amp  
OK to pay  
8-13  
Bm

For Billing inquiries, please contact your local branch at 714-751-2680

For Account inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
12.50		0.93	13.43		13.43

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1289704



345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7052214**

INVOICE DATE **07/25/13**

WORK ORDER# **0700023-13**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

Ship to: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 07/25/13 at 10:58AM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			HOUSE - SD					
JOB#		JOB NAME			BILLER		LOC			
		CALIFORNIA FAIRS FINANCING AUTHORITY			Marianne Rulz		001			
OP CODE	DESCRIPTION	TAX	LOC	QUANTITY	COPIES	SIZE	TOTAL	UNIT	UNIT PRICE	AMOUNT
6175	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
6116	BidCaster - Email	NT	001	835	1		835	EA	0.2000	167.00
	OC Fair Event Center Pacific Amphitheater Phase II									
6117	BidCaster - Fax	NT	001	552	1		552	EA	0.2000	110.40
	OC Fair Event Center Pacific Amphitheater Phase II									
----- NOTES -----										
FOR JULY										
California Fairs Financing Authority										
BIDCASTER BROADCAST										
PROJECT: OC Fair Event Center Pacific Amphitheater Phase II										
OK To Pay Bm 8-15-13										

OK TO P-7  
Bm 8-15-13

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
337.40			337.40		337.40

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1315623



June 2013 Statement 05/23/2013 - 06/20/2013

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CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service 1-866-552-8855

### Important Messages

Receive Email Updates. Sign up for important updates and special offers for your credit card account to be delivered to your inbox. Provide your email address at [email.myaccountaccess.com](mailto:email.myaccountaccess.com).

Transactions EUBANKS,BRYAN K				Credit Limit	\$20000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/24	05/22	7891	SOUTHWES 5262131512635 800-435-9792 TX FREESE/DAVID 05/28/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$401.80	
05/24	05/22	7909	SOUTHWES 5262131516708 800-435-9792 TX EUBANKS/BRYAN 05/28/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$401.80	
05/24	05/23	8182	MSFT *ONLINE BILL.MS.NET WA	\$44.00	
05/24	05/23	9110	76 00454595 VACAVILLE CA	\$76.82	
05/31	05/29	0051	SOUTHWES 5262133118030 800-435-9792 TX EUBANKS/BRYAN 05/29/13 SANTA ANA TO SACRAMENTO	\$28.00	
05/31	05/29	0069	SOUTHWES 5262133131332 800-435-9792 TX FREESE/DAVID 05/29/13 SANTA ANA TO SACRAMENTO	\$28.00	
05/31	05/29	8117	ARCO AM/PM SACRAMENTO CA	\$74.15	
05/31	05/29	0204	WINGNUTS-COSTA MESA COSTA MESA CA	\$78.27	
05/31	05/29	1215	BEST WESTERN NEWPORT I COSTA MESA CA	\$110.99	
05/31	05/29	1207	BEST WESTERN NEWPORT I COSTA MESA CA	\$110.99	
05/31	05/29	2532	SAC CO AIRPORT PARKING SACRAMENTO CA	\$34.00	
05/31	05/30	1876	ORANGE COUNTY REGISTER 714-796-7000 CA	\$774.00	
05/31	05/30	5570	THRIFTY CAR RENTAL-SNA SANTA ANA CA	\$57.83	
05/31	05/31	2556	UT *UNION TRB ADVSTNG 619-293-2385 CA	\$933.40	
06/03	05/31	8465	76 10080000 VACAVILLE CA	\$73.58	
06/03	05/30	1206	BEST WESTERN NEWPORT I COSTA MESA CA	\$110.99	
06/04	06/03	6266	SOUTHWES 5262134128819 800-435-9792 TX EUBANKS/BRYAN 06/04/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$429.80	
06/06	06/04	0189	WINGNUTS-COSTA MESA COSTA MESA CA	\$80.97	
06/06	06/05	5449	SAC CO AIRPORT PARKING SACRAMENTO CA	\$34.00	
06/06	06/05	0196	CONFERENCING 800-209-0593 CA	\$6.87	
06/07	06/05	4972	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55	
06/07	06/06	1223	CHEVRON 00357913 DIXON CA	\$69.12	
06/07	06/06	7066	THRIFTY CAR RENTAL-SNA SANTA ANA CA	\$65.92	

Continued on Next Page



June 2013 Statement 05/23/2013 - 06/20/2013

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CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service ( 1-866-552-8855

Transactions EUBANKS,BRYAN K Credit Limit \$20000 ..

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
06/10	06/06	3566	SOUTHWES 5262135077612 800-435-9792 TX EUBANKS/BRYAN 06/11/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$429.80	_____
06/10	06/06	3574	SOUTHWES 5262135081010 800-435-9792 TX FREESE/DAVID 06/11/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$429.80	_____
06/10	06/07	0077	ORANGE COUNTY REGISTER 714-796-7000 CA	\$790.00	_____
06/11	06/10	9148	QUICK STOP #0166 Q80 VACAVILLE CA	\$76.35	_____
06/12	06/10	0035	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55	_____
06/13	06/11	0084	ARCO AM/PM SACRAMENTO CA	\$69.89	_____
06/14	06/12	3303	SOUTHWES 5262136695599 800-435-9792 TX FREESE/DAVID 06/17/13 SANTA ANA TO SACRAMENTO	\$214.90	_____
06/14	06/12	3311	SOUTHWES 5262136700815 800-435-9792 TX EUBANKS/BRYAN 06/10/13 SANTA ANA TO SACRAMENTO	\$214.90	_____
06/14	06/12	3329	SOUTHWES 5262136691063 800-435-9792 TX FREESE/DAVID 06/17/13 SACRAMENTO TO SAN DIEGO	\$234.90	_____
06/14	06/12	3337	SOUTHWES 5262136691062 800-435-9792 TX EUBANKS/BRYAN 06/17/13 SACRAMENTO TO SAN DIEGO	\$234.90	_____
06/14	06/12	9747	SAC CO AIRPORT PARKING SACRAMENTO CA	\$27.00	_____
06/14	06/13	9980	THRIFTY CAR RENTAL-SNA SANTA ANA CA	\$75.87	_____
06/17	06/16	6555	76 00454696 VACAVILLE CA	\$69.90	_____
06/17	06/12	4958	WINGNUTS HARBOR BLVD COSTA MESA CA	\$57.78	_____
Total for Account 4790 5100 4057 1737				\$7,172.39	

Transactions FREESE,DAVID M Credit Limit \$7500 ..

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/31	05/29	5410	SAC CO AIRPORT PARKING SACRAMENTO CA	\$34.00	_____
06/14	06/12	0552	BEST WESTERN NEWPORT I COSTA MESA CA	\$133.19	_____
06/14	06/12	8500	BEST WESTERN NEWPORT I COSTA MESA CA	\$133.19	_____
06/19	06/17	0795	SAC CO AIRPORT PARKING SACRAMENTO CA	\$17.00	_____
Total for Account 4790 5100 4084 0686				\$317.38	

Continued on Next Page



## Order Confirmation

Account Number: 1229162

Customer: CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

Telephone: (916) 263-5114

Fax:

EMail: CONSTRUCTION@CFSA.ORG

Ad Number: 0010749271

PO Number:

Date Ordered: 05/29/2013

Orderer: Michael Sellens

Order Status: Live

Queue: Ready

Colors: <NONE>

Prod Colors:

Production Method: AdBooker

Ad Size: 0.95 x 19.00

Columns: 1.00 inches: 19.00

Total Amount: \$933.40

Payment Method: Credit/Debit Card - Visa: [REDACTED]

Payment Amount: \$933.40

Amount Due: \$0.00

Sales Rep: ZACH MANUEL

Telephone: (619) 718-5132

EMail: ZACH.MANUEL@UTSANDIEGO.COM

Product	Zone	Placement	Position	Start Date	End Date	Insertions
UTSanDiego Mobile	Digital	Legal Notices	General Legals	06/03/2013	06/03/2013	1
UTSanDiego Online	Digital	Legal Notices	General Legals	06/03/2013	06/03/2013	1
UTSanDiego Print	Metro	Legal Notices	General Legals	06/03/2013	06/03/2013	1

### Ad Content:

NOTICE California Fairs Financing Authority ("CFFA") will be receiving sealed bids at the Orange County Fair & Event Center (OCF) Administration Office, for the following public project: PHASE II-PROJECT 03213031 OC FAIR & EVENT CENTER: PACIFIC AMPHITHEATER LOBBY, PLAZA & FESTIVAL FIELDS. ESTIMATED PROJECT COST: \$10,500,000.00. SCOPE OF WORK: The excavation and construction of a new entrance and lobby through the existing amphitheater berm, large circular plaza with raised stage and seating, walkways, restrooms, including landscaping, mechanical, electrical, and plumbing. Contract Documents may be obtained through ARC Reprographics, at costamesa.planwell@e-arc.com, (714) 424-8525 on or after May 15, 2013. The charge for documents is NON-REFUNDABLE. For information pertaining to the Contract Documents, contact David Freese dfreese@cfssa.org or (916) 207-6114. A MANDATORY pre-bid conference and site visit will be held on June 12, 2013, at 1:00 pm at the OCF Administration Building, at 88 Fair Drive, Costa Mesa, California. All prospective bidders are required to attend, sign in and sign out. Failure to attend or tardiness will render bid ineligible. Sealed Bids will be received until 2:00 p.m., on July 2, 2013 at the OCF Administration Building Reception Desk located at 88 Fair Drive, Costa Mesa, California 92626, (714) 708-1640. Bid Form and Proposal (Section 004113), Bid Security on CFFA form (Section 004313), Proposed Subcontractors List (Section 004336), Non-Collusion Affidavit (Section 004519) and Prevailing Wage and Enhanced Worker Safety Program form (Section 009100) must accompany each bid and be submitted in a sealed envelope, be written on the CFFA forms included in the bid documents and as instructed in the "Instruction to Bidders" section of the bid documents. Bids will be publicly opened and announced at that time. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. To b

# **NOTICE**

California Fair Financing Authority (CFFA) will be receiving sealed bids of the Orange County Fair & Event Center (OCF) Administration Office, for the following public project:

**PHASE II-  
PROJECT 03210011  
OC FAIR & EVENT  
CENTER, PACIFIC  
AMPHITHEATER  
LOBBY, PLAZA &  
FESTIVAL FIELDS**

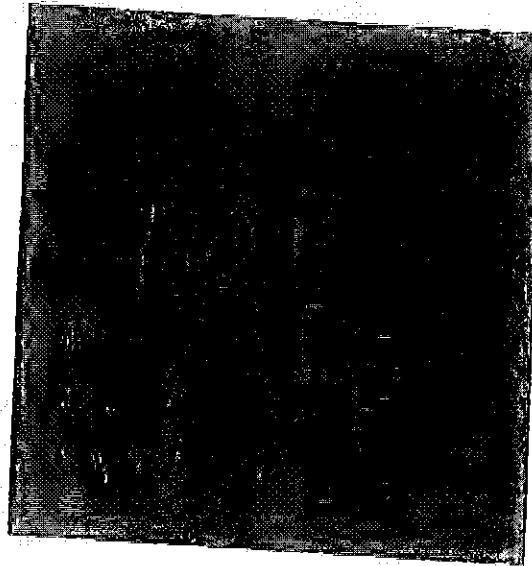
**ESTIMATED  
PROJECT COST:  
\$10,500,000.00**

**SCOPE OF WORK:**  
The excavation and construction of a new entrance and lobby through the existing amphitheater berm, large circular plaza with raised stage and seating, walkways, restrooms, including landscaping, mechanical, electrical, and plumbing.

Contract Documents may be obtained through ARC Reprographics, at costamesa.planwell@arc.com, (714) 424-8325 on or after May 13, 2013. The charge for documents is **N O N** REFUNDABLE. For information pertaining to the Contract Documents, contact David Fresno dfresno@cfsa.org or (916) 207-6114.

**MANDATORY** pre-bid conference and site visit will be held on June 13, 2013, at 1:00 pm at the OCF Administration Building, 48 Fair Drive, Costa Mesa, California. All prospective bidders are required to attend, sign in and sign out. Failure to attend or tardiness will render bid ineligible.

Sealed Bids will be received until 1:00 p.m., on July 2, 2013 at the OCF Administration Building Reception Desk located at 48 Fair Drive, Costa Mesa, California 92626, (714) 708-1440. Bid Form and Proposal (Section 00411), Bid Security on CFFA form (Section 00412), Proposed Subcontractors List (Section 00413), Non-Collusion Affidavit (Section





P.O. Box 120191, San Diego, CA 92112-0191

## AFFIDAVIT OF PUBLICATION

CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

STATE OF CALIFORNIA) ss.  
County of San Diego)

The Undersigned, declares under penalty of perjury under the laws of the State of California: That he is a resident of the County of San Diego. That he is and at all times herein mentioned was a citizen of the United States, over the age of twenty-one years, and that he is not a party to, nor interested in the above entitled matter; that he is Chief Clerk for the publisher of

### The San Diego Union-Tribune

a newspaper of general circulation, printed and published daily in the City of San Diego, County of San Diego, and which newspaper is published for the dissemination of local news and intelligence of a general character, and which newspaper at all the times herein mentioned had and still has a bona fide subscription list of paying subscribers, and which newspaper has been established, printed and published at regular intervals in the said City of San Diego, County of San Diego, for a period exceeding one year next preceding the date of publication of the notice hereinafter referred to, and which newspaper is not devoted to nor published for the interests, entertainment or instruction of a particular class, profession, trade, calling, race, or denomination, or any number of same; that the notice of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

May 31, 2013

Chief Clerk for the Publisher

Date

### Affidavit of Publication of

Legal Advertisement  
Ad # 0010749646  
ORDERED BY: MICHAEL SELLENS

#### Notice to Bidders

The California Fairs Financing Authority (CFFA) will receive sealed bids at the 22nd District Agricultural Association (DAA), Del Mar Fairgrounds Board Room located at Del Mar, California, 92014 for the following public works project:

**DEL MAR FAIR COOLING TOWER REPLACEMENT & DOME REPAIR PROJECT NO.: 02112021**

**PROJECT BUDGET: \$103,000.00**

#### SCOPE OF WORK:

Proposals shall specify a total price that covers all materials, labor and subcontract to complete all work shown or described in the plans and specifications. Project will include the removal & replacement of the existing cooling tower chiller, installation of Direct Digital Control System and repair of the cement plaster walls & spilt around the cooling tower area and the roof top cupola. The Drawings include Architectural drawings sheets T-1-T2, A-1 through A-7, MEP drawings A-1 through A-6, P-1.

Contract Documents may be obtained through ARC Reprographics, or contact Sacramento@arc.com, (714) 423-8323 on or after June 3, 2013. Contractors will be required to pay for Contract Documents at the time of pick-up or before delivery. Contractors will have the option of either picking up Contract Documents or to have Contract Documents delivered to their place of business, at their own expense. The charge for documents is **NON-REFUNDABLE**. For information pertaining to the Contract Documents, contact David Fivola at (714) 207-6114.

Bids will be received and presented for time and date stamping only at the Del Mar Fairgrounds Board Room located at 2260 Jimmy Durante Blvd., Del Mar, CA

92014, 92014, 1838) 792-3272. No bids will be accepted after 2:00 PM on June 24, 2013. Bids will be publicly opened and announced shortly after 2:00 PM in the Board Room. Bid Form and Proposal (Section 0010), Bid Bond on the CFFA's form (Section 00150) or other security, or a statement of subcontractors List (Section 00140), and Non-Collusion Affidavit (Section 00310) and Prevailing Wage (Section 00910) must accompany each bid and shall be submitted in a sealed envelope. If the information in these forms is incomplete or unsatisfactory to CFFA, bidders bid may be rejected, at the sole discretion of CFFA. Any claim by a bidder of error in its bid must be made in compliance with section 8100 et seq. of the Public Contract Code.

All bids shall be made on the forms provided by CFFA. A cashier's check, a certified check, or a corporate surety bond of not less than ten percent (10%) of the amount bid, including additive alternates, must accompany each bid. The form of the corporate surety bond shall be provided by CFFA. Bidders are solely responsible for the cost of preparation of bid, a California or B Contractors license is required to bid this contract. Joint ventures shall have secured a joint venture license prior to award of this contract.

The Pre-Bid Conference/Site Walk-Through is Mandatory. All prospective bidders shall arrive promptly at the designated date and time. Late arrivals will not be permitted to participate. All prospective bidders are required to sign-in and check-out at the Pre-Bid Conference/Site Walk-Through. The Pre-Bid Conference/Site Walk-Through will be held at the site on the following date and time (June 17, 2013) - 1:00 pm

Location: Del Mar Fairgrounds at entrance to the

Surfside Raceway located at 2260 Jimmy Durante Blvd., Del Mar, California, 92014

Provisions of Labor Code Sections 1770 and 1773 regarding payment of Prevailing Wages, as determined by the Department of Industrial Relations are applicable to the work of this Project. Prevailing wage rates are available on the Internet at <http://www.dir.ca.gov>. The successful bidder shall be required to furnish a 10% Performance Bond and a 100% Payment Bond if it is awarded the contract for the work.

The successful bidder may substitute securities for any monies withheld by the CFFA to ensure performance under the contract, in accordance with the provisions of section 22300 of the Public Contract Code.

Approved Disabled Veteran Business Enterprise (DVBVE) contractors are encouraged to participate in this bid process as prime contractors, subcontractors, trades and/or suppliers in order to assist the CFFA in meeting DVBVE participation goals. Reporting of this effort will be required to be submitted by the successful bidder.

CFFA specifically reserves the right, at its sole discretion, to reject any or all bids or re-bid, or to waive technical defects in bidding. No submitted bids may be withdrawn by bidder within ninety (90) calendar days after the bid opening unless the CFFA consents to a withdrawal of the bid during this period.



**ORBACH, HUFF & SUAREZ LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA  
95815

August 6, 2013

Attention: David Freese

RE: General Facilities  
4520.001

Inv #: 66570

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
07-12-13	1597	Review bid protest correspondence/responsive correspondence; review/analysis regarding CFFA Invitation to Bidders; prepare responsive correspondence to bid protester.	1.50	\$230.00	345.00
	1600	Telephone consultation with D. Freese re: bid protest response re: Orange County Fairgrounds amphitheater project; legal research re: same.	0.30	\$230.00	69.00
Totals			1.80		\$414.00

**DISBURSEMENTS**

Jul-31-13	Postage 1 @ 0.46	0.46
	Photocopies 3 @ 0.25	0.75
Totals		\$1.21

Total Fees and Disbursements **\$415.21**

**Timekeeper Summary**

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	1.50	\$230.00	\$345.00
1600	Cate Boskoff	0.30	\$230.00	\$69.00

BEST WESTERN PLUS NEWPORT INN  
2642 Newport Blvd.  
Costa Mesa, CA 92627



PLUS

(949) 650-3020  
05417@hotel.bestwestern.com

C/O 06/12/2013 07:11 AM DEPALM  
Loyalty Club: 6006637310286679

BASE

Room # 223-A

Registered To:

FREESE, DAVID  
292 SHASTA DRIVE  
VACAVILLE, CA 95687

Conf # 53856  
Arrival 06/11/13  
Departure 06/12/13

Room Type BS-Business -  
Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-XXXX

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/11/13	DEPAL	RC	ROOM CHARGE			\$119.99
06/11/13	DEPAL	9	ROOM TAX			\$9.60
06/11/13	DEPAL	91	CITY BIA			\$3.60
06/12/13	DEPAL	VS	PAYMENT VISA/MC		0686 - 021170	\$133.19
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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**BEST WESTERN PLUS NEWPORT INN**

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Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 06/12/2013 07:11 AM DEPALM

Loyalty Club: 6006637310286679

BASE

Room # 223-A

**Registered To:**

FREESE, DAVID  
292 SHASTA DRIVE  
VACAVILLE, CA 95687

Conf # 53856  
Arrival 06/11/13  
Departure 06/12/13

Room Type BS-Business -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-XXXX

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/11/13	DEPAL	RC	ROOM CHARGE			\$119.99
06/11/13	DEPAL	9	ROOM TAX			\$9.60
06/11/13	DEPAL	91	CITY BIA			\$3.60
06/12/13	DEPAL	VS	PAYMENT VISA/MC		0686 - 021170	\$133.19
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature



Thank you for your purchase!

Orange County/Santa Ana, CA - SNA to Sacramento, CA - SMF

Air

Confirmation #AYGAB1

Orange County/Santa Ana, CA - SNA  
to Sacramento, CA - SMF  
Monday, June 17, 2013

Air Total: \$214.90

Amount Paid  
\$214.90

Trip Total  
\$214.90

JUN 17

MON 06/17/13 - Sacramento

AIR

Orange County/Santa Ana, CA - SNA to Sacramento, CA - SMF  
06/17/2013

Confirmation #AYGAB1

Adult Passenger(s)

DAVID FREESE

Subscribe to Flight Status Messaging

Rapid Rewards #

DEPART	05:10 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #192	Monday, June 17, 2013
ARR 17	06:30 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

#### What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SNA-SMF	Anytime Gad Flexibility	<ul style="list-style-type: none"> <li>• 1x Free Checked Bag</li> <li>• 1x Free Carry-on Bag</li> <li>• 1x Free Personal Item</li> </ul>	1	\$214.90

Enroll in Rapid Rewards and earn at least 2000 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal \$214.90  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: 1st and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:  
\$214.90

Gov't taxes & fees now included

# Southwest Airlines - Purchase Confirmation

Page 2 of 2

<b>Purchaser Name</b>	<b>Dylan Eubanks</b>	<b>Billing Address</b>	<b>1776 Tribute Road Suite 100 Sacramento, CA US 95815</b>
<b>Form of Payment</b>	<b>Amount Applied</b>		
Visa - XXXXXXXXXX	<b>\$214.90</b>		

**Amount Paid**  
**\$214.90**

**Trip Total**  
**\$214.90**

**BEST WESTERN PLUS NEWPORT INN**2642 Newport Blvd.  
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 06/20/2013 05:07 AM khaled

Loyalty Club: 6006637391147204

Diamond

Room # 333-A

**Registered To:**Eubanks, Bryan  
3431 Cantelow Rd  
Yacaville, CA 95608Conf # 53880  
Arrival 06/19/13  
Departure 06/20/13Room Type KDZ-King -  
Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-XXXX

PostIng	Oper	AcctCo	Description	From	Reference	Amount
06/19/13	khaled	7T	GUEST ADV TRANS			\$110.99
06/19/13	khaled	RC	ROOM CHARGE			\$99.99
06/19/13	khaled	9	ROOM TAX			\$8.00
06/19/13	khaled	9I	CITY BIA			\$3.00

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES,

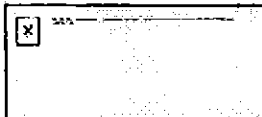
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Signature \_\_\_\_\_

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, June 20, 2013 9:29 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: AHQ3XA

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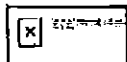
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Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 06/24/13 - Sacramento



**AIR Itinerary**

**AIR Confirmation:** AHQ3XA

Confirmation Date: 06/20/2013

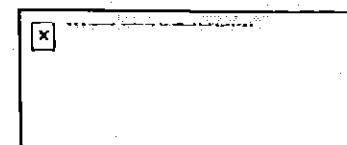
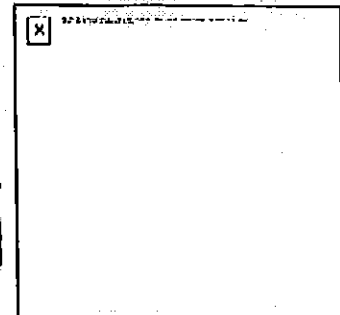
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	[REDACTED]	5262139177268	Jun 20, 2014	2040

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Jun 24	2903	Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 6:45 PM Arrive in SACRAMENTO CA (SMF) at 8:05 PM Travel Time 1 hr 20 mins <u>Anytime</u>

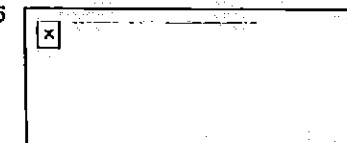
### What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.



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- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Explore your destination on the perfect set of wheels.

Rent a Car 

Air Cost: 214.90

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262139177268: NONTRANSFERABLE

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SNA WN SMF189.77YL 189.77 END ZPSNA XFSNA1.5 AY2.50SNA2.50

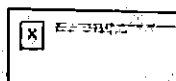
## Important Reminders:


### Check-In

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.




Go to Boarding School 




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Check-In™ Details 

## Cost and Payment Summary

 AIR - AHQ3XA

Base Fare	\$ 189.77
Excise Taxes	\$ 14.23
Segment Fee	\$ 3.90
Passenger Facility Charge	\$ 4.60
September 11th Security Fee	\$ 2.50
<b>Total Air Cost</b>	<b>\$ 214.90</b>

### Payment Information

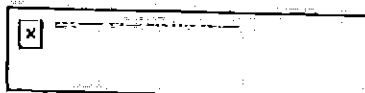
Payment Type: Visa XXXXXXXXXXXX   
Date: Jun 20, 2013  
Payment Amount: \$214.90



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## David Freese

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**Sent:** Tuesday, July 02, 2013 4:27 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID M-Confirmation: AW7NQF

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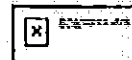
[Change Flight](#)

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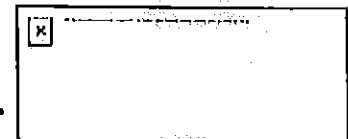
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[Car Deals](#)

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### AIR Itinerary

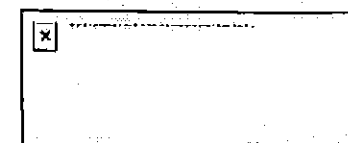
### AIR Confirmation: AW7NQF

Confirmation Date: 07/2/2013

[Find a Hotel](#)  
See ratings, photos and rates for over 40,000 hotels.

[Book a Hotel](#)

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID M	[REDACTED]	5262141710486	Jun 28, 2014	4081



Date	Flight	Departure/Arrival
Tue Jul 2	3958	Depart SACRAMENTO CA (SMF) on Southwest Airlines at 7:20 PM Arrive in ORANGE COUNTY CA (SNA) at 8:45 PM Travel Time: 1 hrs 25 mins <a href="#">Anytime</a>

[Rent Some Wheels](#)  
Explore your destination on the perfect set of wheels.

[Rent a Car](#)

Wed Jul 3	192	Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 5:10 PM Arrive in SACRAMENTO CA (SMF) at 6:30 PM Travel Time: 1 hrs 20 mins <a href="#">Anytime</a>
-----------	-----	---

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: \$429.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262141710466: NONTRANSFERABLE

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

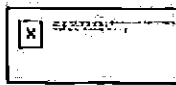
**Important Reminders:**

**Check-In**

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.



Go to Boarding School



Get EarlyBird  
Check-In Details

**Cost and Payment Summary**

☐ AIR AW7NQF

Base Fare	\$ 379.54
Excise Taxes	\$ 28.46
Segment Fee	\$ 7.80
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 429.80</b>

**Payment Information**  
Payment Type: Ticket Exchange  
Date: Jul 2, 2013  
Payment Amount: \$429.80

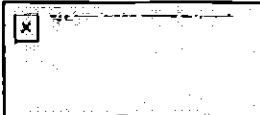
**Exchange Detail**

Jun 20, 2013 From ticket # [REDACTED]  
ticket # [REDACTED]

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, July 12, 2013 2:40 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: A9QNY2

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#)

[Check Flight Status](#)

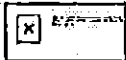
[Change Flight](#)

[Special Offers](#)

[Hotel Deals](#)

[Car Deals](#)

## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!



### AIR Itinerary

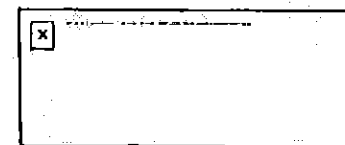
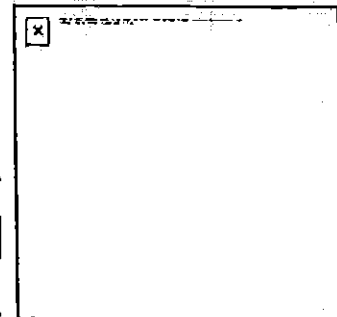
### AIR Confirmation: A9QNY2

Confirmation Date: 07/12/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	[REDACTED]	5262143841928	Jul 12, 2014	4081

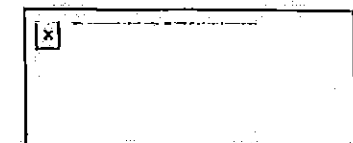
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Jul 15	2093	Depart SACRAMENTO CA (SMF) on Southwest Airlines at 08:30 AM Arrive in ORANGE COUNTY CA (SNA) at 08:05 AM Travel Time 1 hrs 35 mins <u>Anytime</u>
Tue Jul 16	192	Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 5:10 PM



**Find a Hotel**  
See ratings, photos and rates for over 40,000 hotels.

[Book a Hotel](#)



**Rent Some Wheels**

Arrive in SACRAMENTO CA (SMF) at 6:30 PM  
Travel Time: 1 hrs 20 mins  
Anytime

Explore your destination on  
the perfect set of wheels.

Rent a Car ☐

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 429.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 6202143841920: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA189.77YL WN SMF189.77YL 379.54 END ZPSMF SNA XF\$MF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50

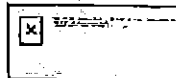
**Important Reminders:**

**Check-In**

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.



Go to Boarding School ☐




Get EarlyBird  
Check-In Details ☐

**Cost and Payment Summary**

☐ AIR A9QNY2

Base Fare	\$ 379.54
Excise Taxes	\$ 28.46
Segment Fee	\$ 7.80
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 429.80</b>

**Payment Information**

Payment Type: Visa XXXXXXXXXXXX   
Date: Jul 12, 2013  
Payment Amount: \$429.80


David Freese

From: William Beuter [blb@makearch.com]  
Sent: Monday, April 08, 2013 11:59 AM  
To: David Freese; dls@makearch.com  
Subject: RE: DSA Application Form 1 & 3

I'm working on filling out their form as we speak so I'll have a better idea once it's filled out- I'll reply with my thoughts toward the end of today. See updated calculation based upon \$7,000,000 below.

**CA.GOV** Department of General Services  
HILARIOUS • FUNNY • BUREAUCRATIC • WEIRD • CREEPY

Home | Project Status Tracker | Inspectors | Materials Testing Labs | Plan Review Fee Calculator | Project Status Pre-Tracker | Help

 Governor  
**JERRY BROWN**  
GOV.CA.GOV

**DGS LINKS**

- DGS Home
- DSA Home
- DSA News & Events

**TRACKER LINKS**

Plan Review Fee Calculator  
» Home

**Plan/Field Review Fee Calculator**

Project Type:  
Estimated Amt: 7000000  
Contracted Amt:  
Change Order Amt:

Project submitted to DSA on or after 2/16/2011  
☒ Yes ☐ No  
Access Compliance ☒

Project Includes Access Compliance

**Calculate**

	Access Com
Filing Fee	\$6,000.00
Additional Fee	\$0.00
Further Fee	\$0.00

Bill Beuter

MAKE architecture  
2138 Hyperion Ave.  
Studio A  
Los Angeles, CA 90027  
T: (323) 669-0278  
F: (323) 669-0282  
[www.makearch.com](http://www.makearch.com)

From: David Freese [mailto:dfreese@cfsa.org]  
Sent: Monday, April 08, 2013 11:16 AM  
To: William Beuter; dls@makearch.com  
Subject: RE: DSA Application Form 1 & 3

Bill,



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FRANCISCO  
DESIGN  
CONSTRUCTION

Date: May 17, 2013  
To: Rebecca Desmond, Deputy Executive Director  
California Fairs Financing Authority  
From: 32<sup>nd</sup> District Agricultural Association  
Subject: Letter of Understanding No. 13-031-Phase II (CFFA Project No. 03213031-Phase II)

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

**SCOPE:** Phase II-Solicitation of Bids of the Pacific Amphitheater Berm Renovation Project-as described in Exhibit A, attached hereto.


**SCHEDULE:** Final Bidding Schedule TBD.

**FUNDING:** Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct and third party charges for the Phase II "Solicitation for Bidding Cost". These costs are estimated to be in the amount of **EIGHTY EIGHT THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS (\$88,536.00)**. This amount is the estimated per Exhibit A. These costs shall be paid in accordance with Exhibit A.

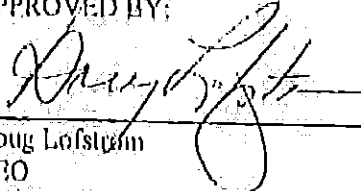
**TERMINATION:** Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay Authority shall survive termination of this LOU.

ACCEPTED BY:

  
Rebecca Desmond,  
Deputy Executive Director  
California Fair Services Authority

10/18/13  
Date

APPROVED BY:

  
Doug Lofstrom  
CEO  
32<sup>nd</sup> District Agricultural Association

6/4/13  
Date



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95813

Phone: (916) 263-6100

Fax: (916) 263-6616

FINANCING

Design

Construction

## Exhibit A

May 17, 2013

Project No. 03213031-Phase II

Re: 32<sup>nd</sup> District Agricultural Association

Phase II Pacific Amphitheater Berm Renovation

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (Fair).
- B. CFFA will conduct plan review prior to preparation for solicitation.
- C. CFFA will submit Plans and Specifications to the State Fire Marshall for review.
- D. CFFA will coordinate Department of the State Architect (DSA), Access Review with project architect.
- E. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities. The plans or project management fees for services to improve, construct or connect to Southern California Edison (SCE) utilities are not included in this Letter of Understanding (LOU). A separate LOU process will need to be entered into for the bidding, construction and management of the utility upgrade.

This cost proposal is for the Solicitation of Bids process only. The Fair understands that significant additional management and administrative costs may be incurred if the bid process extends beyond the bid due date of July 2, 2013. *If upon receipt and acceptance of the bid results, the Fair approves the bid and awards the project to the lowest qualified bidder, CFFA will draft a new LOU. This new LOU will be for the construction management, administration and inspection of the project. The Project Management fees will be for 6% of the awarded project cost plus direct and reimbursable costs, special inspection costs, geotechnical inspections and testing costs.*

The estimated administrative cost for CFFA to provide the Solicitation to Bids support for Phase II of the Pacific Amphitheater Berm Renovation project is \$88,536.00 as detailed below. This "Solicitation for Bids" support fee is comprised of plan reviews, document preparation, and architect coordination. The Project Management fee is based on our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of Phase II. Should the Fair elect not to proceed with Phase II upon the completion of this Phase II-Solicitation of Bids LOU, CFFA will provide the Fair with an accounting of the actual Project Management Costs incurred and refund any difference.

Estimated Costs/Fees  
Pacific Amphitheater Berm Renovation  
Phase II-Solicitation of Bids

Project Management Costs	\$ 43,650.00
Estimated Outside Services (Agency and Third Party Reviews)	\$ 25,750.00
Estimated Direct Costs (Travel)	\$ 8,094.00
Estimated Other Direct Costs (Reimbursables)	\$ 11,042.00
<b>Total Estimated Costs/Fees</b>	<b>\$ 88,536.00</b>

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

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose



of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 09/18/2013

Amount: \$185.37

Vendor Name: CFFA

Invoice No.: 1346

Invoice Date: 09/18/2013

Project No.: 03213035

Project Name: Relocate Memorial Gardens

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



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001346  
Invoice Date: 9/18/2013  
Customer Code: 32nd  
Project: 03213035  
Relocate Memorial Gardens

Description	Amount
LOU 13-035 Direct Costs through 8/31/2013-see attached GL Detail and Invoices	185.37
	<b>\$185.37</b>

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$185.37  
Sales Tax: 0.00  
Invoice Total: **\$185.37**

# General Ledger Detail

1/1/11 to Date (1/1/2011 - 9/30/2013)

CFFA  
Amy Coleman-Casias

Unit Of Measure: \$

Wednesday, September 18, 2013 5:32:44PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>742-032-03213035-A      Printing, 032, Relocate Memorial Ga</b>							0.00
8/13/2013	Summarized AP Invoices	Invoices	AP-Invoice		46.75		
8/13/2013	American Reprographlcs Company	Invoice: 7083135	OC Fair Memorial Gardens Bldg				46.75
8/15/2013	Summarized AP Invoices	Invoices	AP-Invoice		138.62		
8/15/2013	American Reprographlcs Company	Invoice: 7086845	OC Fair Relo of Memorial Gardens				138.62
<b>742-032-03213035-A</b>		Net:	185.37		185.37	0.00	185.37
<hr/>							
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	185.37		185.37	0.00	185.37
<hr/>							
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		185.37	0.00	185.37
			Ending:		185.37	0.00	185.37



American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7086845

INVOICE DATE 08/15/13

WORK ORDER# 4572190

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
ATTN: DAVID FREESE  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 08/12/13 at 04:00PM

CONTACT		PHONE	PURCHASE ORDER#			SALES REP				
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114				HOUSE - SD				
JOB#		JOB NAME				DILLER				LOC
03213035		OC FAIR EVENT CENTER RELO OF MERORIAL GARDENS				Maureen Morris				001
OP CODE	DESCRIPTION	TAX	LOCK	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6160	PW/Order Process	NT	001	1	1		1	EA	10.5000	10.50
1800	PPC Bond - First Set	T	001	2	2	11X17	12	SF	0.2640	3.17
1624	Slapling	T	001	2	1		2	EA	1.0500	2.10
1900	BW Copies 8.5X11	T	001	160	2		320	EA	0.1320	42.24
1927	Collate	NT	001	3	2		6	EA	0.1700	1.02
1936	3 Hole Drill	NT	001	162	2		324	EA	0.0100	3.24
1953	Screw Post Bind	T	001	1	2		2	EA	5.8500	11.70
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
6173	Ishpdocs - Same day USA	T	001	1	1		1	EA	50.0000	50.00
DELIVER SACRAMENTO,CA. ID#13115618										
ARC DOCUMENT SOLUTIONS WILL BE CLOSED MONDAY SEPTEMBER 2ND IN OBSERVANCE OF LABOR DAY										

ok to pm

8/21/13

OK 7:12-7:13

B- 3- 8- 1- 13

*ok to print*  
*8/24/13*  
*OK 7:12-7:21:13*  
*B-*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
128.92		9.70	138.62		138.62 ✓

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1336889

LT



American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7083135**

INVOICE DATE **08/13/13**

WORK ORDER# **F1677939**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
ATTN: PLANWELL UPLOAD ONLY  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 08/12/13 at 10:54AM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114				HOUSE - SD	
JOB#		JOB NAME		BILLER		LOC	
03213035		OC FAIR & EVENT CENTER RELOCATION OF MEMORIAL GARDENS BUILDING		Maureen Morris		001	

OP CODE	DESCRIPTION	TAX	QUANTITY	UNIT PRICE	AMOUNT
6100	PW DMF/Document MNGT	NT	001	2	15.00
6102	PW DMF/Specs	NT	001	160	26.40
6114	Set Up	T	001	1	4.95

OK to PM  
8/26/13  
C. Torres

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
46.35		0.40	46.75		46.75

TERMS: Net 30 Days  
Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1336526



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 10/10/2013 Amount: \$62,089.80

Vendor Name: CFFA

Invoice No.: 1366

Invoice Date: 10/10/2013

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

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*Amoravias*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



**CALIFORNIA  
FAIRS FINANCING  
AUTHORITY**

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001366  
Invoice Date: 10/10/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031A 2nd Invoice for Project Administration Fee-10%	62,089.80
	<b>\$62,089.80</b>

*Thank you for your business!*

Questions: [acasias@cfssa.org](mailto:acasias@cfssa.org)

Net Invoice: \$62,089.80  
Sales Tax: 0.00  
Invoice Total: **\$62,089.80**





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

## LETTER OF UNDERSTANDING

### Pacific Amphitheater Berm Renovation: Phase II Construction

To: Rebecca Desmond, Deputy Executive Director Date: August 15, 2013  
California Fairs Financing Authority

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

Subject: Letter of Understanding No. 13-031-A (CFFA Project No. 03213031)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

SCHEDULE: See Exhibit A (August 15, 2013) Pacific Amphitheater Berm Renovation – Phase II  
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of TWELVE MILLION, EIGHT HUNDRED and SIX THOUSAND, EIGHT HUNDRED, FIFTY SEVEN DOLLARS and SEVENTY CENTS (\$12,806,857.70), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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

  
Rebecca Desmond Date  
Deputy Executive Director  
California Fair Services Authority

  
Doug Lofstrom Date  
Chief Executive Officer  
OC Fair & Event Center



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1716 Tribute Road, Suite 100  
Sacramento, CA 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

August 15, 2013

Project No. 03213031  
Subject: 32<sup>nd</sup> District Agricultural Association  
Pacific Amphitheater Berm Renovation -Phase II

The estimated cost proposal for the construction portion of the Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (Fair).
- B. The construction contract will be between CFFA and the Contractor.
- C. CFFA will provide project management and administration services associated with the Phase II Pacific Amphitheater Berm Renovation construction.

This cost proposal is for construction, project management/administration, and oversight. The special inspections, geotechnical, structural, environmental, and material testing services costs included in this proposal are estimated. Included in this cost proposal are CFFA's Project Management fees which will be for 6% of the awarded project construction cost. All professional services and any construction contingency funds that are used will also be subject to CFFA's Project Management fee. A breakdown of the costs and fees is outlined in the table on the following page.

The total cost with fees and estimated construction contract, direct and estimated reimbursable costs, with included contingencies, for Phase II Pacific Amphitheater Berm Renovation is estimated to be \$12,806,857.70. This cost includes a 15% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. The construction project management/administration fee for CFFA to provide support for Phase II of the Pacific Amphitheater Berm Renovation project is \$620,898.00. Additional CFFA Project Management fees will be incurred based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended. The

management/administration support fee is comprised of project management (schedules, coordination, specification review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our standard six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

## PACIFIC AMPITHEATER PHASE II CONSTRUCTION

### Cost Breakdown

<b><u>PROJECT CONSTRUCTION COSTS</u></b>	
Base Construction Phase II Contract	\$ 8,794,300.00
Add Alternate No.1 (Restroom 400)	\$ 592,000.00
Add Alternate No.1A (Restroom 500)	\$ 592,000.00
Add Alternate No.2 (Box Offices 200 and 300)	\$ 285,000.00
Add Alternate No.3 (Vendor Boxes)	\$ 85,000.00
Construction Sub-Total	\$ 10,348,300.00
<b><u>CONSTRUCTION CONTINGENCY (15%)</u></b>	\$ 1,552,245.00
<b><u>PROFESSIONAL SERVICES/CONSULTANTS</u></b>	
Estimated Geotechnical Monitoring and Review Services	\$ 60,000.00
Estimated Special Inspections and Third Party Services	\$ 18,000.00
Estimated Environmental and/or Laboratory Services	\$ 25,000.00
Estimated Structural Review & Observation Services	\$ 10,000.00
Professional Services Sub-Total	\$ 113,000.00
<b><u>ESTIMATED REIMBURSABLES, i.e. travel, reproduction</u></b>	\$ 72,500.00
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>	
Project Administration Fee (6%)	\$ 620,898.00
*Construction Contingency Administration Fee (6%)	\$ 93,134.70
*Professional Services Administration Fee (6%)	\$ 6,780.00
<b>Total Costs, with Fees and Estimated Costs</b>	<b>\$ 12,806,857.70</b>

\*Only actual costs directly associated with any construction contingency funds that are utilized and/or professional services used will be subject to CFFA's Project Management/Administration fee.

The project management fees will be billed in ten (10) equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU and the final installment due upon completion of all contracted efforts. It is scheduled that the project will commence September 1, 2013 and be completed by June 14, 2014. Any direct or reimbursable costs will be

reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

It should be noted that this Scope of Work/Cost Proposal does not include any activities associated with the proposed electric utility upgrade at the site, along with any project management fees for services to design, construct or connect to Southern California Edison (SCE) utilities. A separate Letter of Understanding (LOU) process will need to be entered into for the bidding, construction, and management of the electrical upgrade. Also, any permits or associated review procedures required by other governmental agencies or public or private entities are not included.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031-A, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031-A, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 10/10/2013

Amount: \$5,640.53

Vendor Name: CFFA

Invoice No.: 1367

Invoice Date: 10/10/2013

Project No.: 03213031

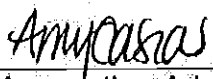
Project Name: Pac Amp Phase II


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

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001367  
Invoice Date: 10/10/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031 Direct Costs September 2013-see attached GL Detail and Invoices	5,640.53
	<b>\$5,640.53</b>

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$5,640.53  
Sales Tax: 0.00  
Invoice Total: **\$5,640.53**

# General Ledger Detail

1/1/11 to Date (9/1/2013 - 9/30/2013)

CFFA  
Amy Coleman-Caslas

Unit Of Measure: \$

Thursday, October 10, 2013 12:35:23PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>742-032-03213031-A Printing, 032, Pac Amp Phase II ,</b>							5,576.83
9/30/2013	Summarized AP Invoices	Invoices	AP-Invoice		159.93		
✓9/19/2013	American Reprographics Company	Invoice: 7141957	Pac AMP				99.93
✓9/23/2013	American Reprographics Company	Invoice: 7144692	Monthly User Fee				60.00
<b>742-032-03213031-A</b>					Net:	159.93	
					159.93	0.00	5,736.76
<b>747-032-03213031-A Ops Advertising, 032, Pac Amp Phas</b>							8,901.40
<b>751-032-03213031-A Legal, 032, Pac Amp Phase II ,</b>							415.21
✓9/9/2013	Summarized AP Invoices	Invoices	AP-Invoice		1,950.00		
7/31/2013	Smith Lillis Pitha LLP	Invoice: 96	Advice & Counseling Bld Issues OC Fair				1,950.00
<b>751-032-03213031-A</b>					Net:	1,950.00	
					1,950.00	0.00	2,365.21
<b>764-032-03213031-A Ops Travel, 032, Pac Amp Phase II ,</b>							4,491.32
9/30/2013	Summarized AP Invoices	Invoices	AP-Invoice		3,530.60		
✓9/19/2013	West America Bank	Invoice: 08-26 flight	Southwest 5262152815375 D.Freese				429.80
✓9/19/2013	West America Bank	Invoice: 08/27~Hotel	Best Western / Costa Mesa				110.99
✓9/19/2013	West America Bank	Invoice: 08/30 flight	Southwest 5262154290203 D.Freese				469.80
✓9/19/2013	West America Bank	Invoice: 09/04~Hotel	Best Western / Costa Mesa				106.55
✓9/19/2013	West America Bank	Invoice: 09/04HotelBE	Best Western / Costa Mesa				106.55
✓9/19/2013	West America Bank	Invoice: 09/05~Fuel	Shell /Santa Ana				33.94
✓9/19/2013	West America Bank	Invoice: 09/05~Hotel	Best Western / Costa Mesa				106.55
✓9/19/2013	West America Bank	Invoice: 09/05~Hotel BE	Best Western / Costa Mesa				106.55
✓9/19/2013	West America Bank	Invoice: 09/05~Parking	Sac Airport				51.00
✓9/19/2013	West America Bank	Invoice: 09/05Parking	Sac Airport				51.00
✓9/19/2013	West America Bank	Invoice: 09/06 Rental Car	Thrifty/ rental				98.12
✓9/19/2013	West America Bank	Invoice: 09/10~Flight	Southwest / Freese 5262156341693				429.80
✓9/19/2013	West America Bank	Invoice: 09/11~Hotel	Best Western / Costa Mesa				106.55
✓9/19/2013	West America Bank	Invoice: 09/11~Parking	Sac Airport				34.00
✓9/19/2013	West America Bank	Invoice: 09/16~Flight credit	Southwest 5262157865100 B.Eubanks				429.80
✓9/19/2013	West America Bank	Invoice: 09/17~flight	Southwest 5262157863380 D. Freese				429.80
✓9/19/2013	West America Bank	Invoice: 09/17~FlightBE	Southwest 5262157865100 Eubanks				429.80
✓9/19/2013	West America Bank	Invoice: 09/30 flight	Southwest 5262154187763 D. Freese				859.60
<b>764-032-03213031-A</b>					Net:	3,530.60	
					3,530.60	0.00	8,021.92
<b>768-032-03213031-A Misc Expenses, 032, Pac Amp Phase</b>							6,000.00
<hr/>							
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		25,384.76	5,640.53		5,640.53	0.00	31,025.29
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		25,384.76	0.00	25,384.76
			Activity:		5,640.53	0.00	5,640.53
			Ending:		31,025.29	0.00	31,025.29



American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7141957**

INVOICE DATE **09/19/13**

WORK ORDER# **463835**

SOLD TO: Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95816

SHIP TO: Cust# 31  
ATTN: DAVIS FREESE  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 09/17/13 at 10:00AM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DAVIS FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			HOUSE - SD					
JOB#	JOB NAME	BILLER			LOC					
	PACAMP	Maureen Morris			001					
QTY CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6157	3rd Party Download	NT	001	1	1		1	EA	25.0000	25.00
6121	Digital Processing	NT	001	4	1		4	EA	1.4300	5.72
1600	PPC Bond - First Set	T	001	4	1	30X42	36	SF	0.2640	9.50
1821	Folding	NT	001	2	1	30X42	18	SF	0.2500	4.50
6114	Set Up	T	001	1	1		1	EA	4.9500	4.95
1963	BW Open	T	001	1	169		169	EA	0.0500	8.45
DIGITAL PROCESSING										
1935	Multiple PDF	T	001	1	2		2	EA	0.5000	1.00
1945	Staple	T	001	1	1		1	EA	0.1700	0.17
1900	BW Copies 8.5X11	T	001	157	1		157	EA	0.1320	20.72
1902	BW Copies 11X17	T	001	10	1		10	EA	0.2640	2.64
1924	Pockets	T	001	2	1		2	EA	1.0000	2.00
1927	Collate	NT	001	18	1		18	EA	0.1700	3.06
1951	Plastic Coil Bind	T	001	1	1		1	EA	7.6500	7.65

9-25-13  
OK to pay  
Hend

Soils Report  
OC Fair  
ok to pay  
Sh  
9/25/13

*9-25-13  
OK to pay  
Hank*

*Soils Report  
OC Fair  
ok to pay  
DS  
9/25/13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
95.36		4.57	99.93		99.93

Invoices undisputed for 45 days are final.  
1380721

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT





American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7144692

INVOICE DATE 09/23/13

WORK ORDER# 0900022-13

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

DUE: 09/23/13 at 10:56AM

CONTACT DAVID FREESE/CALIFORNIA FAIRS FINANC		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP HOUSE - SD	
JOB#		JOB NAME CALIFORNIA FAIRS FINANCING AUTHORITY			BILLER Marianne Rulz	
					LOG 001	

OR CODE	DESCRIPTION	TAX	LOG	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6175	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
<p>----- NOTES -----</p> <p>FOR SEPTEMBER</p> <p>California Fairs Financing Authority</p> <p>-</p> <p>-</p> <p>PLANWELL</p>										

OK To Pay  
Billed 10-3-13

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
60.00			60.00		60.00

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

LT

Invoices undisputed for 45 days are final  
1388191

# SMITH LILLIS PITHA



## INVOICE

Invoice # 86  
Date: 07/31/2013

115 Sansome Street, Suite 1005  
San Francisco, CA 94104  
Phone: (415) 814-0411  
Fax: (415) 217-7011  
www.slplawfirm.com

California Fair Financing Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

### Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
( \$0.00	+ \$1,950.00	)-( \$0.00	) = <b>\$1,950.00</b>

1130.004

### General Advice and Counseling

Date	Attorney	Description	Quantity	Total
07/02/2013	DL	Research and analyze means of rejecting bid under Public Contract Code, and issues of nonresponsibility and nonresponsiveness; work product conference with M. Pitha discussing research results.	1.50	\$450.00
07/02/2013	MP	Initial review of bid documents as created by CFFA for OC Fairgrounds Project.	0.30	\$90.00
07/05/2013	DL	Work product discussions and emails with M. Pitha regarding competitive business bidding issues and issues of nonresponsiveness.	0.40	\$120.00
07/05/2013	MP	Conference with D. Freese re bid issues; review documents sent by same, including bids and summaries of same; substantive research re nonresponsive bids and nonresponsible bids; e-mail to same re same.	2.70	\$810.00
07/07/2013	MP	E-mail to D. Freese summarizing analysis re bids.	0.50	\$150.00
07/08/2013	MP	Conference with D. Freese and B. Eubanks re bids and issues re same.	0.40	\$120.00
07/09/2013	MP	Review multiple e-mails from D. Freese re bid challenges and related issues; multiple e-mails to D. Freese re same.	0.70	\$210.00

07/30/2013 MP E-mail to D. Freese Inquiring as to status. (Courtesy -- not billed to client.) 0.10 \$30.00

Quantity Subtotal 6.6

Time Keeper	Position	Quantity	Rate	Total
Damien Lillis	Attorney	1.9	\$300.00	\$570.00
Martin Pilha	Attorney	4.7	\$300.00	\$1,410.00
Quantity Total		6.6		
Subtotal				\$1,980.00
Discount				\$30.00
Total				\$1,950.00

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
96	07/31/2013	\$1,950.00	\$0.00	\$1,950.00
Outstanding Balance				\$1,950.00
Total Amount Outstanding				\$1,950.00

Please make all amounts payable to: Smith Lillis Pilha LLP

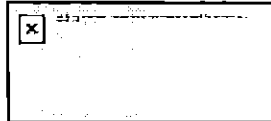
Tax ID Number 26-2446324

*OK To Pay  
B-1 EL 9-9-13*

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, August 23, 2013 3:58 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: AZ5QFM

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#)

[Check Flight Status](#)

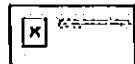
[Change Flight](#)

[Special Offers](#)

[Hotel Deals](#)

[Car Deals](#)

## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 08/26/13 - Orange County



**AIR Itinerary**

**AIR Confirmation: AZ5QFM**

Confirmation Date: 08/23/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262152815375	Aug 23, 2014	4081

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

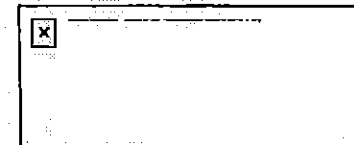
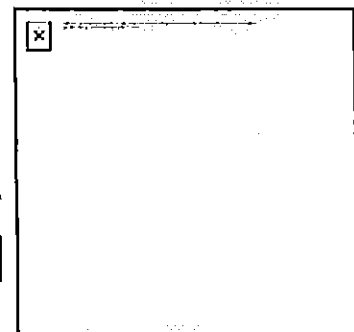
Date	Flight	Departure/Arrival
------	--------	-------------------

Mon Aug 26 183

Depart SACRAMENTO CA (SMF) on Southwest Airlines at 06:15 AM  
Arrive in ORANGE COUNTY CA (SNA) at 07:40 AM  
Travel Time 1 hrs 25 mins  
Anytime

Tue Aug 27 271

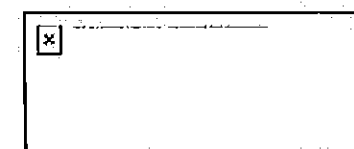
Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 4:45 PM



**Find a Hotel**

See ratings, photos and rates for over 40,000 hotels.


[Book a Hotel](#)



**Rent Some Wheels**

Arrive in **SACRAMENTO CA (SMF)** at 6:10 PM  
Travel Time 1 hrs 25 mins  
Anytime

Explore your destination on  
the perfect set of wheels.

Rent a Car 

#### What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 429.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5202152015375: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.


SMF WN SNA189.77YL WN SMF189.77YL 379.54 END ZPSMF SNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50

#### Important Reminders:

##### Check-In

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.




Go to Boarding School 



Get EarlyBird  
Check-In™ Details 

#### Cost and Payment Summary

 Air AZ5QFM

Base Fare	\$ 379.54	Payment Information
Excise Taxes	\$ 28.46	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.80	Date: Aug 23, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$429.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 429.80</b>	

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 08/27/2013 01:23 PM Omar M

Loyalty Club: 6006637310286679

BASE

Room # 306-A

**Registered To:**

FREESE, DAVID  
292 SHASTA DRIVE  
VACAVILLE, CA 95687

Conf # 58465  
Arrival 08/26/13  
Departure 08/27/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
08/26/13	DEPAL	RC	ROOM CHARGE			\$99.99
08/26/13	DEPAL	9	ROOM TAX			\$8.00
08/26/13	DEPAL	91	CITY BIA			\$3.00
08/27/13	Omar	VS	PAYMENT VISA/MC		0686 - 026200	\$110.99
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, August 29, 2013 7:36 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: AEGYJQ

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#)

[Check Flight Status](#)

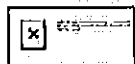
[Change Flight](#)

[Special Offers](#)

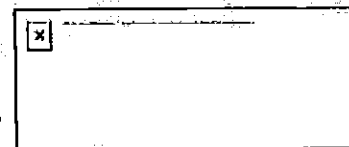
[Hotel Deals](#)

[Car Deals](#)

## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!



### AIR Itinerary

### AIR Confirmation: AEGYJQ

Confirmation Date: 08/29/2013

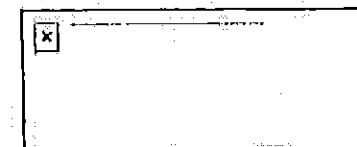
#### Find a Hotel

See ratings, photos and rates for over 40,000 hotels.

[Book a Hotel](#)

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262154290203	Aug 29, 2014	4481

Rapid Rewards points earned are only estimates. Visit your [MySouthwest](#), [Southwest.com](#) or Rapid Rewards account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
------	--------	-------------------

Fri Aug 30	312	
------------	-----	--

Depart SACRAMENTO CA (SMF) on Southwest Airlines at 06:00 AM  
Arrive in SAN DIEGO CA (SAN) at 07:30 AM  
Travel Time 1 hrs 30 mins  
Anytime

#### Rent Some Wheels

Explore your destination on the perfect set of wheels.

[Rent a Car](#)

Fri Aug 30	3766	
------------	------	--

Depart SAN DIEGO CA (SAN) on Southwest Airlines at 4:30 PM  
Arrive in SACRAMENTO CA (SMF) at 5:55 PM

Travel Time 1 hrs 25 mins  
Anytime

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 469.80

Carry-on Items: 1 Bag + small personal item are free see full details, Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262154280203: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SAN208.37YL WN SMF208.37YL 416.74 END ZPSMF SAN XFSMF 4.5 SAN 4.5  
AY 5.00 \$SMF 2.50 SAN 2.50

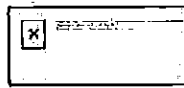
**Important Reminders:**

**Check-In**

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.



Go to Boarding School



Get EarlyBird  
Check-In™ Details

**Cost and Payment Summary**

☐ AIR - AEGYJQ

Base Fare	\$ 416.74	Payment Information
Excise Taxes	\$ 31.26	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 7.80	Date: Aug 29, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$469.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 469.80</b>	



**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 09/04/2013 10:25 AM Omar M

Loyalty Club: 6006637391147204

Diamond

Room # 303-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 58777  
Arrival 09/03/13  
Departure 09/04/13

Room Type KDZ-King  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/03/13	DEPAL	RC	ROOM CHARGE			\$95.99
09/03/13	DEPAL	9	ROOM TAX			\$7.68
09/03/13	DEPAL	91	CITY BIA			\$2.88
09/04/13	Omar	VS	PAYMENT VISA/MC		1737 - 513025	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 09/04/2013 10:25 AM Omar M

Loyalty Club: 6006637391147204

Diamond

Room # 304-A

Conf # 58778

Arrival 09/03/13

Departure 09/04/13

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Room Type KDZ-King

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/03/13	DEPAL	RC	ROOM CHARGE			\$95.99
09/03/13	DEPAL	9	ROOM TAX			\$7.68
09/03/13	DEPAL	91	CITY BIA			\$2.88
09/04/13	Omar	VS	PAYMENT VISA/MC		1737 - 513035	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature

OK Fair  
Phase II

SHELL 57442773701  
1512 SOUTHEAST BRISTOL  
SANTA ANA, CA  
92707

07/05/2013 03:12:01 PII 659432638

XXXX XXXX XXXX 0000 VISA  
IMMORCE 168757  
AUTM 715001

PUMP# 4	
REGULAR	8.4876
PRICE/GAL	3.999
FUEL TOTAL	\$ 33.61

-----  
Subtotal = \$ 33  
Tax = \$ 0  
-----  
Total = \$ 33.61

CREDIT \$ 33.61

Save 10cpg instantly at Shell when you  
earn 100 points at Ralphs.

Pick up a brochure at your local Shell  
for more details.

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 09/05/2013 12:03 PM kelly

Loyalty Club: 6006637391147204

Diamond

Room # 315-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 58840  
Arrival 09/04/13  
Departure 09/05/13

Room Type KDZ-King  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/04/13	DEPAL	RC	ROOM CHARGE			\$95.99
09/04/13	DEPAL	9	ROOM TAX			\$7.68
09/04/13	DEPAL	91	CITY DIA			\$2.88
09/05/13	kelly	VS	PAYMENT VISA/MC		0686 - 024071	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

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Signature \_\_\_\_\_

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

**PLUS**

C/O 09/05/2013 07:45 AM DEPALM

Loyalty Club: 6006637391147204

Diamond

Room # 316-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Yacaville, CA 95688

Conf # 58841  
Arrival 09/04/13  
Departure 09/05/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/04/13	DEPAL	RC	ROOM CHARGE			\$95.99
09/04/13	DEPAL	9	ROOM TAX			\$7.68
09/04/13	DEPAL	91	CITY BJA			\$2.88
09/05/13	DEPAL	VS	PAYMENT VISA/MC		0686 - 024081	\$106.55-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

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Signature \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

OC Fail  
Phase II

Card Account : XXXXXXXXXXXX0688  
Card Type : Visa  
Authorization Code : 916052

Cashier : 13 Seq # 15787  
License Plate : NOPLATE  
Ent : 06:05 09/03/13 Lane 39  
Exit: 17:25 09/05/13 Lane 58  
Duration: 2D(s) 12H(s) 20M(s)  
Rate Code: 38 Shift: 158

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

3 Day(s) @ \$17.00 = \$51.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

\*\*\*\*\*

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 615085

Cashier : 31 Seq # 15765  
License Plate : NOPLATE  
Ent : 04:43 09/03/13 Lane 37  
Exit: 14:58 09/05/13 Lane 56  
Duration: 2D(s) 10H(s) 16M(s)  
Rate Code: 36 Shift: 155

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

3 Day(s) @\$17.00 = \$51.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign ' ...

HERTZ CAR RENTAL  
 JOHN WAYNE A1104111  
 RENTAL RECORD: PL2410002  
 DURANKS, DRYAN  
 COMPLETED BY: HANAN  
 RENTED: JOHN WAYNE A1104111  
 RENTAL: 09-03-13 1800  
 RETURN: 09-05-13 1520  
 VEH NUMBER: X353405  
 MILES IN: 36110 OUT: 35950  
 MILES DRIVEN: 150  
 CHECK IN FUEL LEVEL: B OUT: B  
 PLAN IN/OUT: TESCOM  
 CLS: IDAR  
 3 DAYS @ \$25.21 \$75.63  
 SUBTOT \$75.63  
 TAXABLE TOT: \$75.63  
 TIME \$75.63  
 FF800  
 3 DAYS @ \$1.50 \$4.50  
 APCONFEE \$0.90  
 TOURISM SRG \$1.07  
 STATE TAX \$7.12  
 TOTAL CHARGE \$90.12  
 NET DUE \$0.00  
 PAYMENTS \$90.12  
 PAID BY: VI  
 CREDIT CARD: \*\*\*\*\*1737  
 FI # WN 325019700

OC Fair  
 Phase II

How was your experience?  
 We would like your feedback.

1. Visit [www.hertztrental.com](http://www.hertztrental.com)
2. Enter Access Code: 59A
3. Complete a brief survey about your rental experience





## Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### New Purchases In Trip

#### Air

Confirmation #A62SYP

Sacramento, CA - SMF to Orange  
County/Santa Ana, CA - SNA  
Tuesday, September 10, 2013 -  
Wednesday, September 11, 2013

*OC Fair  
Phase I  
AIR*

Air Total: \$429.80

Amount Paid  
\$429.80

Trip Total  
\$429.80

SEP 10

TUE 09/10/13 - Orange County

New purchases added to your trip.

#### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
09/10/2013 09/11/2013

Confirmation #  
A62SYP

Adult Passenger(s)

DAVID FREESE

Subscribe to Flight Status Messaging

Rapid Rewards #

00000337997344

<b>DEPART</b> SEP 10 TUE	06:15 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #183 southwest	Tuesday, September 10, 2013
	07:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime

<b>RETURN</b> SEP 11 WED	03:55 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1762 southwest	Wednesday, September 11, 2013
	05:15 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

#### What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility		1	\$214.90
Return	SNA-SMF	Anytime Great Flexibility		1	\$214.90

Earn at least 4081 Rapid Rewards Points per person when you take this trip.

Subtotal \$429.80  
Fare Breakdown

Carry-on Items: 1 bag • 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:  
\$429.80

**Gov't taxes & fees now included**

Purchaser Name Bryan Eubanks Billing Address 1776 Tribune Road  
Sacramento, CA 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$429.80

Amount Paid  
\$429.80

Trip Total  
\$429.80

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 09/11/2013 08:47 AM Omar M

Loyalty Club: 6006637310286679

BASE

Room # 330-A

**Registered To:**

FREESE, DAVID  
292 SHASTA DRIVE  
VACAVILLE, CA 95687

Conf # 59067  
Arrival 09/10/13  
Departure 09/11/13

Room Type QQZ-QQ-Business-  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/10/13	khaled	RC	ROOM CHARGE			\$95.99
09/10/13	khaled	9	ROOM TAX			\$7.68
09/10/13	khaled	9f	CITY BIA			\$2.88
09/11/13	Omar	VS	PAYMENT VISA/MC		0686 - 020151	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0688  
Card Type : Visa  
Authorization Code : 911193

Card No : 17365  
License Plate : 1DPLATE  
Ent : 06/07 09/11/13 Lane 37  
Exit : 17/35 09/11/13 Lane 50  
Duration: 1D(s) 12H(s) 42M(s)  
Rate Code: 36 Shift: 179

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 34.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

2 Day(s) @ \$17.00 = \$34.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*



## Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### New Purchases In Trip

#### Air

Confirmation #AA5TGI

Sacramento, CA - SMF to Orange  
County/Santa Ana, CA - SNA  
Tuesday, September 17, 2013  
Wednesday, September 18, 2013

Air Total: \$429.80

Amount Paid  
\$429.80

Trip Total  
\$429.80

SEP 17  
TUE 09/17/13 - Orange County

New purchases added to your trip.

#### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
09/17/2013 - 09/18/2013

Confirmation #  
AA5TGI

Adult Passenger(s)  
DAVID FREESE  
Subscribe to Flight Status Messaging

Rapid Rewards #  
00000337987344

DEPART SEP 17 TUE	06:15 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #183 southwest	Tuesday, September 17, 2013
	07:40 AM	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
RETURN SEP 18 WED	03:55 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1382 southwest	Wednesday, September 18, 2013
	05:15 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

#### What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Anytime Fares</li> <li>• No change fees</li> <li>• No ticketing penalties</li> </ul>	1	\$214.90
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Anytime Fares</li> <li>• No change fees</li> <li>• No ticketing penalties</li> </ul>	1	\$214.90

Earn at least 4081 Rapid Rewards Points per person when you take this trip.

Subtotal

\$429.80  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge \$0.00

**Air Total:**  
**\$429.80**

**Gov't taxes & fees now included**

**Purchaser Name** Bryan Eubanks      **Billing Address** 1775 Tribula Road  
Sacramento, CA US 95815

<b>Form of Payment</b>	<b>Amount Applied</b>
Visa - XXXXXXXXXXXX-1737	\$429.80

**Amount Paid**  
**\$429.80**

**Trip Total**  
**\$429.80**



## Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### New Purchases in Trip

#### Air

Confirmation #AM6TAN

Sacramento, CA - SMF to Orange  
County/Santa Ana, CA - SNA  
Tuesday, September 17, 2013 -  
Wednesday, September 18, 2013

Air Total: \$429.80

Amount Paid  
\$429.80

Trip Total  
\$429.80

**SEP 17**  
**TUE 09/17/13 - Orange County**

New purchases added to your trip.

#### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
09/17/2013 - 09/18/2013

Confirmation #  
**AM6TAN**

Adult Passenger(s)  
BRYAN EUBANKS  
Subscribe to Flight Status Messaging

Rapid Rewards #  
00000325019796

<b>DEPART</b> <b>SEP 17</b>	<b>06:15 AM</b>	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight <b>#101</b> southwest	<b>Tuesday, September 17, 2013</b>
<b>TUE</b>	<b>07:40 AM</b>	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
<b>RETURN</b> <b>SEP 18</b>	<b>03:55 PM</b>	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight <b>#1382</b> southwest	<b>Wednesday, September 18, 2013</b>
<b>WED</b>	<b>05:15 PM</b>	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

#### What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great flexibility	Base Fare \$399.00 Taxes \$20.80 Total \$419.80	1	\$419.80
Return	SNA-SMF	Anytime Great flexibility	Base Fare \$399.00 Taxes \$20.80 Total \$419.80	1	\$419.80

Earn at least 4081 Rapid Rewards Points per person when you take this trip.

Subtotal **\$429.80**  
Fare Breakdown

Carry on Items: 1 bag + 1 small personal item are free, see full details  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge \$0.00

**Air Total:**  
**\$429.80**

**Gov't taxes & fees now included**

**Purchaser Name** Ryan Eubanks

**Billing Address** 1776 Tribula Road  
Sacramento, CA US 95815

**Form of Payment**

**Amount Applied**

Visa - XXXXXXXXXXXX-1737

**\$429.80**

**Amount Paid**  
**\$429.80**

**Trip Total**  
**\$429.80**





## Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### Air

Confirmation #A7Q3Y7

Sacramento, CA - SMF to Orange  
County/Santa Ana, CA - SNA  
Tuesday, September 3, 2013  
Wednesday, September 4, 2013

Air Total: \$859.60

Amount Paid  
\$859.60

Trip Total  
\$859.60

SEP 3  
TUE

09/03/13 - Orange County

### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
09/03/2013 - 09/04/2013

Confirmation #  
A7Q3Y7

#### Adult Passenger(s)

DAVID FREESE

BRYAN EUBANKS

Subscribe to Flight Status Messaging

#### Rapid Rewards #

00000337987344

00000325019795

<b>DEPART</b> SEP 3 TUE	<b>06:15 AM</b>	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #183 southwest	<b>Tuesday, September 3, 2013</b>
	<b>07:40 AM</b>	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
<b>RETURN</b> SEP 4 WED	<b>04:45 PM</b>	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #271 southwest	<b>Wednesday, September 4, 2013</b>
	<b>06:10 PM</b>	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 25 m (Nonstop) Anytime

#### What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Rewards	Anytime Great Rewards	2	\$429.80
Return	SNA-SMF	Anytime Great Rewards	Anytime Great Rewards	2	\$429.80

Enroll in Rapid Rewards and earn at least 4081 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal

\$859.60

Fare Breakdown

Carry-on bags: 1 bag + 1 bag per person are free, see full details.

# Southwest Airlines - Purchase Confirmation

Page 2 of 2

Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

**Air Total:**  
**\$859.60**

**Gov't taxes & fees now Included**

**Purchaser Name** Bryan Eubanks

**Billing Address** 1776 Tribute Road  
Sacramento, CA US 95815

**Form of Payment**

**Amount Applied**

Visa - XXXXXXXXXXXX-1717

**\$859.60**

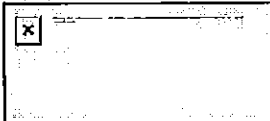
**Amount Paid**  
**\$859.60**

**Trip Total**  
**\$859.60**

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Monday, September 16, 2013 4:18 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Cancellation Confirmation-EUBANKS/BRYAN-Confirmation: AM6TAN

CONFIRMATION: AM6TAN CANCELLED



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**Your reservation has been cancelled.**



**AIR Itinerary**

**AIR Confirmation: AM6TAN**

Confirmation Date: 09/16/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325010796	5262157865100	Sep 16, 2014	4081

Date	Flight	Departure/Arrival
------	--------	-------------------

Tue Sep 17	183	Depart SACRAMENTO CA (SMF) at 06:15 AM Arrive In ORANGE COUNTY CA (SNA) at 07:40 AM
------------	-----	--

Wed Sep 18	1382	Depart ORANGE COUNTY CA (SNA) at 3:55 PM Arrive in SACRAMENTO CA (SMF) at 5:15 PM
------------	------	--

**Air Total: 429.80**

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.


Fare Rule(s): 5262157865100: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number

must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA189 77YL WN SMF189 77YL 379.54 END ZPSMFSNA  
XT5.00AY9.00XFSMF4.5SNA4.5

## Cost and Payment Summary

 AIR - AM6TAN

Base Fare	\$ 379.54
Excise Taxes	\$ 28.46
Segment Fee	\$ 7.80
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 429.80</b>

### Payment Information

Payment Type: Visa XXXXXXXXXXXX1737  
Date: Sep 16, 2013  
Payment Amount: \$429.80  
REFUND ON Sep 16, 2013 TO Visa  
XXXXXXXXXXXX1737 \$429.80

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CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 12/10/2013

Amount: \$62,089.80

Vendor Name: CFFA

Invoice No.: 1419

Invoice Date: 12/10/2013

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

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*Ameycarlos*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
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Sacramento, CA 95815

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## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001419  
Invoice Date: 12/10/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031A 4th nvoice for Project Administration Fee-10%	62,089.80
	\$62,089.80

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$62,089.80  
Sales Tax: 0.00  
Invoice Total: \$62,089.80



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AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
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## LETTER OF UNDERSTANDING

### Pacific Amphitheater Berm Renovation: Phase II Construction

To: Rebecca Desmond, Deputy Executive Director Date: August 15, 2013  
California Fairs Financing Authority

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

Subject: Letter of Understanding No. 13-031-A (CFFA Project No. 03213031)

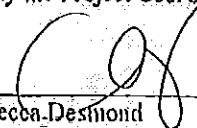
This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

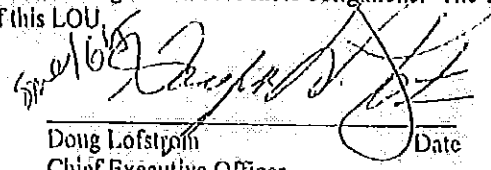
SCHEDULE: See Exhibit A (August 15, 2013) Pacific Amphitheater Berm Renovation - Phase II  
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of TWELVE MILLION, EIGHT HUNDRED and SIX THOUSAND, EIGHT HUNDRED, FIFTY SEVEN DOLLARS and SEVENTY CENTS (\$12,806,857.70), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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

  
Rebecca Desmond Date  
Deputy Executive Director  
California Fair Services Authority

  
Doug Lofstrom Date  
Chief Executive Officer  
OC Fair & Event Center



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
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## Exhibit A

August 15, 2013

Project No. 03213031  
Subject: 32<sup>nd</sup> District Agricultural Association  
Pacific Amphitheater Berm Renovation -Phase II

The estimated cost proposal for the construction portion of the Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (Fair).
- B. The construction contract will be between CFFA and the Contractor.
- C. CFFA will provide project management and administration services associated with the Phase II Pacific Amphitheater Berm Renovation construction.

This cost proposal is for construction, project management/administration, and oversight. The special inspections, geotechnical, structural, environmental, and material testing services costs included in this proposal are estimated. Included in this cost proposal are CFFA's Project Management fees which will be for 6% of the awarded project construction cost. All professional services and any construction contingency funds that are used will also be subject to CFFA's Project Management fee. A breakdown of the costs and fees is outlined in the table on the following page.

The total cost with fees and estimated construction contract, direct and estimated reimbursable costs, with included contingencies, for Phase II Pacific Amphitheater Berm Renovation is estimated to be \$12,806,857.70. This cost includes a 15% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. The construction project management/administration fee for CFFA to provide support for Phase II of the Pacific Amphitheater Berm Renovation project is \$620,898.00. Additional CFFA Project Management fees will be incurred based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended. The



management/administration support fee is comprised of project management (schedules, coordination, specification review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our standard six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

## PACIFIC AMPITHEATER PHASE II CONSTRUCTION

### Cost Breakdown

<b>PROJECT CONSTRUCTION COSTS</b>	
Base Construction Phase II Contract	\$ 8,794,300.00
Add Alternate No.1 (Restroom 400)	\$ 592,000.00
Add Alternate No.1A (Restroom 500)	\$ 592,000.00
Add Alternate No.2 (Box Offices 200 and 300)	\$ 285,000.00
Add Alternate No.3 (Vendor Boxes)	\$ 85,000.00
Construction Sub-Total	\$ 10,348,300.00
<b>CONSTRUCTION CONTINGENCY (15%)</b>	\$ 1,552,245.00
<b>PROFESSIONAL SERVICES/CONSULTANTS</b>	
Estimated Geotechnical Monitoring and Review Services	\$ 60,000.00
Estimated Special Inspections and Third Party Services	\$ 18,000.00
Estimated Environmental and/or Laboratory Services	\$ 25,000.00
Estimated Structural Review & Observation Services	\$ 10,000.00
Professional Services Sub-Total	\$ 113,000.00
<b>ESTIMATED REIMBURSABLES, i.e. travel, reproduction</b>	\$ 72,500.00
<b>MANAGEMENT/ADMINISTRATION FEES</b>	
Project Administration Fee (6%)	\$ 620,898.00
*Construction Contingency Administration Fee (6%)	\$ 93,134.70
*Professional Services Administration Fee (6%)	\$ 6,780.00
<b>Total Costs, with Fees and Estimated Costs</b>	<b>\$ 12,806,857.70</b>

\*Only actual costs directly associated with any construction contingency funds that are utilized and/or professional services used will be subject to CFFA's Project Management/Administration fee.

The project management fees will be billed in ten (10) equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU and the final installment due upon completion of all contracted efforts. It is scheduled that the project will commence September 1, 2013 and be completed by June 14, 2014. Any direct or reimbursable costs will be

reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

It should be noted that this Scope of Work/Cost Proposal does not include any activities associated with the proposed electric utility upgrade at the site, along with any project management fees for services to design, construct or connect to Southern California Edison (SCE) utilities. A separate Letter of Understanding (LOU) process will need to be entered into for the bidding, construction, and management of the electrical upgrade. Also, any permits or associated review procedures required by other governmental agencies or public or private entities are not included.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031-A, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031-A, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 11/10/2013

Amount: \$62,089.80

Vendor Name: CFFA

Invoice No.: 1420

Invoice Date: 11/10/2013

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

*Buyer*  
Project Manager

*Buyer*  
Construction Manager

*Amy Casias*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



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Sacramento, CA 95815

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## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001420  
Invoice Date: 11/10/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031A 3rd invoice for Project Administration Fee-10%	62,089.80
	\$62,089.80

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$62,089.80  
Sales Tax: 0.00  
Invoice Total: \$62,089.80



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Sacramento, CA 95815  
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## LETTER OF UNDERSTANDING

### Pacific Amphitheater Berm Renovation: Phase II Construction

To: Rebecca Desmond, Deputy Executive Director Date: August 15, 2013  
California Fairs Financing Authority

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

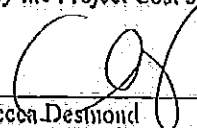
Subject: Letter of Understanding No. 13-031-A (CFFA Project No. 03213031)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

SCHEDULE: See Exhibit A (August 15, 2013) Pacific Amphitheater Berm Renovation – Phase II  
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.
2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of TWELVE MILLION, EIGHT HUNDRED and SIX THOUSAND, EIGHT HUNDRED, FIFTY SEVEN DOLLARS and SEVENTY CENTS (\$12,806,857.70), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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

  
Rebecca Desmond  
Deputy Executive Director  
California Fair Services Authority

Date

  
Doug Lofstrom  
Chief Executive Officer  
OC Fair & Event Center

Date

8/23/13



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6666

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## Exhibit A

August 15, 2013

Project No. 03213031  
Subject: 32<sup>nd</sup> District Agricultural Association  
Pacific Amphitheater Berm Renovation -Phase II

The estimated cost proposal for the construction portion of the Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

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management/administration support fee is comprised of project management (schedules, coordination, specification review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our standard six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

## PACIFIC AMPITHEATER PHASE II CONSTRUCTION

### Cost Breakdown

<b>PROJECT CONSTRUCTION COST'S</b>	
Base Construction Phase II Contract	\$ 8,794,300.00
Add Alternate No.1 (Restroom 400)	\$ 592,000.00
Add Alternate No.1A (Restroom 500)	\$ 592,000.00
Add Alternate No.2 (Box Offices 200 and 300)	\$ 285,000.00
Add Alternate No.3 (Vendor Boxes)	\$ 85,000.00
Construction Sub-Total	\$ 10,348,300.00
<b>CONSTRUCTION CONTINGENCY (15%)</b>	\$ 1,552,245.00
<b>PROFESSIONAL SERVICES/CONSULTANTS</b>	
Estimated Geotechnical Monitoring and Review Services	\$ 60,000.00
Estimated Special Inspections and Third Party Services	\$ 18,000.00
Estimated Environmental and/or Laboratory Services	\$ 25,000.00
Estimated Structural Review & Observation Services	\$ 10,000.00
Professional Services Sub-Total	\$ 113,000.00
<b>ESTIMATED REIMBURSABLES, i.e. travel, reproduction</b>	\$ 72,500.00
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*Professional Services Administration Fee (6%)	\$ 6,780.00
<b>Total Costs, with Fees and Estimated Costs</b>	<b>\$ 12,806,857.70</b>

\*Only actual costs directly associated with any construction contingency funds that are utilized and/or professional services used will be subject to CFFA's Project Management/Administration fee.

The project management fees will be billed in ten (10) equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU and the final installment due upon completion of all contracted efforts. It is scheduled that the project will commence September 1, 2013 and be completed by June 14, 2014. Any direct or reimbursable costs will be

reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

It should be noted that this Scope of Work/Cost Proposal does not include any activities associated with the proposed electric utility upgrade at the site, along with any project management fees for services to design, construct or connect to Southern California Edison (SCE) utilities. A separate Letter of Understanding (LOU) process will need to be entered into for the bidding, construction, and management of the electrical upgrade. Also, any permits or associated review procedures required by other governmental agencies or public or private entities are not included.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

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The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031-A, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.





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FAIR FINANCING  
AUTHORITY

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Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated: 12/18/2013

## Payment Authorization

Date: 12/05/2013 Amount: \$8,983.59

Vendor Name: CFFA

Invoice No.: 1421

Invoice Date: 12/05/2013

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

*Bryan E. H.*  
Project Manager

*Bryan E. H.*  
Construction Manager

*Amigcasas*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001421  
Invoice Date: 12/10/2013  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Phase II

Description	Amount
LOU 13-031A Direct Costs October and November 2013-See Attached GL detail and Invoices	8,983.59
	<b>\$8,983.59</b>

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$8,983.59  
Sales Tax: 0.00  
Invoice Total: **\$8,983.59**

# General Ledger Detail

1/1/11 to Date (10/1/2013 - 11/30/2013)

CFFA  
Amy Coleman-Casias

Unit Of Measure: \$

Thursday, December 05, 2013 5:51:10PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>742-032-03213031-A</b>	<b>Printing, 032, Pac Amp Phase II ,</b>						5,736.76
10/31/2013	Summarized AP Invoices	Invoices	AP-Invoice		530.13		
10/16/2013	American Reprographics Company	Invoice: 7183892	Monthly User Fee				530.13
<b>742-032-03213031-A</b>	<b>Net:</b>		530.13		530.13	0.00	6,266.89
<b>747-032-03213031-A</b>	<b>Ops Advertising, 032, Pac Amp Phas</b>						8,901.40
<b>751-032-03213031-A</b>	<b>Legal, 032, Pac Amp Phase II ,</b>						2,365.21
10/31/2013	Summarized AP Invoices	Invoices	AP-Invoice		3,143.82		
11/5/2013	Orbach, Huff & Suarez LLP	Invoice: 67318	Legal				3,143.82
<b>751-032-03213031-A</b>	<b>Net:</b>		3,143.82		3,143.82	0.00	5,509.03
<b>764-032-03213031-A</b>	<b>Ops Travel, 032, Pac Amp Phase II ,</b>						8,021.92
10/21/2013	Record OC Flight Credit Used	03213031	GL-Manual		429.80		
11/12/2013	Summarized AP Invoices	Invoices	AP-Invoice		4,723.83		
10/22/2013	West America Bank	Invoice: 09/20 Hotel	Best Western / Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 09/20 Parking	Sac Airport				31.00
10/22/2013	West America Bank	Invoice: 09/26 Parking	Sac Airport				17.00
10/22/2013	West America Bank	Invoice: 09/30 Flight	Southwest / Freese				429.80
10/22/2013	West America Bank	Invoice: 10/01 Hotel	Best Western / Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 10/02 Hotel	Best Western / Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 10/02 Parking	Sac Airport				17.00
10/22/2013	West America Bank	Invoice: 10/04 Parking	Sac Airport				68.00
10/22/2013	West America Bank	Invoice: 10/07 Hotel	Best Western / Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 10/07 Rental Car	Thrifty Rental Car/ Pac Amp				174.44
10/22/2013	West America Bank	Invoice: 10/07 Rental Car	Rental Car/ Pac Amp				242.29
10/22/2013	West America Bank	Invoice: 10/08 Flight	Southwest / Freese				59.00
10/22/2013	West America Bank	Invoice: 10/08 Flight	Southwest / Eubanks				429.80
10/22/2013	West America Bank	Invoice: 10/08 Flight	Southwest / Freese				311.80
10/22/2013	West America Bank	Invoice: 10/08 Parking	Sac Airport				17.00
10/22/2013	West America Bank	Invoice: 10/10~Flight credit	Southwest 5262157865100 B.Eubanks				214.90
10/22/2013	West America Bank	Invoice: 10/11 Fuel	Harbor Fair Station/Costa Mesa				23.28
10/22/2013	West America Bank	Invoice: 10/11 Hotel	Best Western/Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 10/15 Flight	Southwest / Freese				173.80
10/22/2013	West America Bank	Invoice: 10/15 Hotel	Best Western / Costa Mesa				106.55
10/22/2013	West America Bank	Invoice: 10/16 Flight	Southwest / Eubanks				242.80
10/22/2013	West America Bank	Invoice: 10/16 Parking	Sac Airport				68.00
10/22/2013	West America Bank	Invoice: 10/17 Hotel	Best Western / Costa Mesa				380.62
10/22/2013	West America Bank	Invoice: 10/17 Parking	Sac Airport				68.00
10/22/2013	West America Bank	Invoice: 10/21 Flight	Southwest / Cummings				302.60
10/22/2013	West America Bank	Invoice: 10/22 Flight	Southwest / Eubanks				429.80
10/22/2013	West America Bank	Invoice: 10/22 Flight	Southwest / Freese				206.80
10/22/2013	West America Bank	Invoice: 10/29 Flight	Southwest / Freese				173.80
<b>764-032-03213031-A</b>	<b>Net:</b>		5,153.63		5,153.63	0.00	13,175.55
<b>768-032-03213031-A</b>	<b>Misc Expenses, 032, Pac Amp Phase</b>						6,000.00
11/12/2013	Summarized AP Invoices	Invoices	AP-Invoice		156.01		
10/22/2013	West America Bank	Invoice: 10/04	Office Depot/Job Supplies				156.01
<b>768-032-03213031-A</b>	<b>Net:</b>		156.01		156.01	0.00	6,156.01
<b>\$ Grand Totals</b>	<b>Beginning Balance</b>	<b>Net Activity</b>	<b>Total Debits</b>	<b>Total Credits</b>	<b>Balance</b>		
	31,025.29	8,983.59	8,983.59	0.00	40,008.88		
<b>\$ Trial Balances</b>	<b>Prior:</b>	<b>Activity:</b>	<b>Ending:</b>	<b>Total Debits</b>	<b>Total Credits</b>	<b>Balance</b>	
				31,025.29	0.00	31,025.29	
				8,983.59	0.00	8,983.59	
				40,008.88	0.00	40,008.88	



American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. **7183892**

INVOICE DATE **10/16/13**

WORK ORDER# **F1800423**

SOLD TO:

Cust# 402524  
CALIFORNIA FAIRS FINANCING AUTHORITY  
1776 TRIBUTE ROAD  
SUITE 220  
SACRAMENTO, CA 95815

SHIP TO:

Cust# 31  
ATTN: DAVID  
WILL CALL/WAITER - CORPORATE  
345 CLINTON ST.  
COSTA MESA, CA 92626

DUE: 10/16/13 at 09:30AM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP			
DAVID/CALIFORNIA FAIRS FINANCING AUT		916-263-6114				HOUSE - SD			
JOB#		JOB NAME				BILLER		LOC	
		PACIFIC AMPATHEATRE				Laura Richman		001	
QTY	DESCRIPTION	UNIT	PRICE	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
1963	BW Open	T	001	1	1402	1402	EA	0.0500	70.10
	DIGITAL PROCESSING(PDF/APPL.RIP)								
1900	BW Copies 8.5X11	T	001	1402	2	2804	EA	0.1320	370.13
1903	2 Sided Set Up	T	001	1	1	1	EA	10.5000	10.50
1936	3 Hole Drill	NT	001	701	2	1402	EA	0.0100	14.02
1953	Screw Post Bind	T	001	1	2	2	EA	5.8500	11.70
6114	Set Up	T	001	1	1	1	EA	4.9500	4.95
1627	Screw Post Bind	T	001	1	1	1	EA	10.5000	10.50

012 78 17-1  
Bey For 10-25-17

*OK 10/17/13  
By [Signature] 10-25-13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
491.90		38.23	530.13		530.13

TERMS: Net 30 Days  
Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
1419029

**ORBACH, HUFF & SUAREZ LLP**

1901 Avenue of the Stars

Suite 575

Los Angeles, CA 90067

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA  
95815

November 5, 2013

Attention: David Freese

Inv #: 67318

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
10-02-13	1600	Electronic correspondence with D. Freese re: ICS/Contrera Construction claim, contractor intent to pursue resolution through mediation.	0.50	\$230.00	115.00
10-04-13	1600	Legal research, analysis, document review re: ICS/Contrera hauling hours claim; Electronic correspondence with D. Freese re: same.	0.40	\$230.00	92.00
10-08-13	1600	Legal review, analysis re: ICS pass-through claim re: hauling hours; review documentation and correspondence per D. Freese re: same.	0.30	\$230.00	69.00
10-10-13	1597	Review correspondence from ICS regarding trucking costs claim; review backup correspondence from ICS regarding same; analysis regarding defenses/mediation issues.	1.00	\$230.00	230.00
10-11-13	1600	Electronic correspondence with D. Freese re: certified claim submission prepared by ICS; consultation with K. Cook re: same; document review re: further submissions of ICS and CCC re: same.	0.50	\$230.00	115.00
10-17-13	1597	Review ICS claim package; analysis regarding CFFA response prepare memo regarding; same prepare response to ICS.	1.60	\$230.00	368.00
10-18-13	1597	Legal analysis regarding ICS claim; telephone conference with client; prepare correspondence to ICS.	1.70	\$230.00	391.00

Invoice #: 67318

Page 2

November 5, 2013

	1600	Telephone conference call with B. Eubanks, D. Freese re: ICS pass-through of Contrera claim; legal review and analysis re: substance of claims re: same.	0.40	\$230.00	92.00
10-23-13	1597	Review/analysis of ICS/Contera Trucking claim and back up documentation; prepare correspondence to ICS denying additional trucking cost claim.	2.80	\$230.00	644.00
	1600	Legal drafting re: response to ICS demand for mediation.	0.40	\$230.00	92.00
10-24-13	1597	Review AWI Builders delay claim/schedule and fragnet; analysis regarding same; telephone conference with D. Freese; review project specifications.	1.80	\$230.00	414.00
	1600	Document review, consultation with D. Freese re: schedule analysis, compensable delay entitlement re: Pile Elevation delay on Pacific Amphitheater project; legal review, analysis re: same.	0.60	\$230.00	138.00
10-29-13	1597	Review analysis regarding revised delay analysis regarding alleged 49 delay.	0.80	\$230.00	184.00
	1600	Electronic correspondence with D. Freese re: time impact analysis re: alleged pipe elevation delay; consultation with counsel re: same; document review, legal research and analysis re: same.	0.30	\$230.00	69.00
10-30-13	1600	Electronic correspondence with D. Freese re: pipe elevation delay analysis and response.	0.40	\$230.00	92.00
	Totals		13.50		\$3,105.00

**DISBURSEMENTS**

Oct-31-13	Facsimile Charges 26 @ 1.00	26.00
	Postage 1 @ 1.32	1.32
	Photocopies 33 @ 0.25	8.25
	Photocopies 13 @ 0.25	3.25
	Totals	\$38.82

## Total Fees and Disbursements

\$3,143.82

## Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	9.70	\$230.00	\$2,231.00
1600	Cate Boskoff	3.80	\$230.00	\$874.00

OK TO PAY  
B. 11-12-13

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : CREDIT CARD  
Authorization Code : 918143

Cashier : 019 Seq # 48331  
License Plate : NOPLATE  
Ent : 05:08 09/17/13 Lane 35  
Exit: 17:33 09/18/13 Lane 64  
Duration: 10(s) 12H(s) 20M(s)  
Rate Code: 36 Shift: 181

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT GI \$ 34.00  
Taxes Included

+++ Start Calculation Details +++

2 Day(s) @ \$17.00 = \$34.00

+++ End Calculation Details +++

+++ Thank You +++



SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0606  
Card Type : Visa  
Authorization Code : 005220

Cashier : 30 Seq # 4802  
License Plate : NOPLATE  
Ent : 05:14 09/24/13 Lane 37  
Exit: 22:02 09/24/13 Lane 58  
Duration: 0D(=) 16H(=) 48M(=)  
Rate Code 36 Shift: 201

FEE	\$	17.00
AIRPORT FEND	\$	17.00
CASH	\$	0.00
CREDIT CARD	\$	17.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 17.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

1 Day(=) @\$17.00 = \$17.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 910303

Cashier : 30 Seq # 22644  
License Plate : NOPLATE  
Ent : 06:49 09/30/13 Lane 38  
Exit: 17:30 09/30/13 Lane 58  
Duration: 00(s) 10H(s) 41M(s)  
Rate Code: 38 Shift: 244

FEE	\$	17.00
AMOUNT TEND	\$	17.00
CASH	\$	0.00
CREDIT CARD	\$	17.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 17.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

1 Day(s) @ \$17.00 = \$17.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXX00000006  
Card Type : CREDIT CARD  
Authorization Code : 918071

Cashier : 72 Seq # 4195  
License Plate : NOPLATE  
Ent : 04:51 10/08/13 Lane 39  
Exit: 17:18 10/08/13 Lane 54  
Duration: 00(s) 12H(s) 26M(s)  
Rate Code: 36 Shift: 235

FEE \$	17.00
AMOUNT TEND \$	17.00
CASH \$	0.00
CREDIT CARD \$	17.00
CHECK \$	0.00
CHANGE \$	0.00

PAID AT CT \$ 17.00  
Taxes Included

!!! Start Calculation Details !!!

1 Day(s) @ \$17.00 = \$17.00

!!! End Calculation Details !!!

!!! Thank You !!!

OC Fair

*Car Rental*

HARBOR FAIR STATION , L385049436881  
2592 HARBOR BLVD  
COSTA MESA , CA  
92626

18/10/2013 08:04:39 AM 328546488

XXXX XXXX XXXX 1737 Visa  
EUBANKS/BRYAN A  
INVOICE 88892J  
AUTH 010120

PUMP 3	
REGULAR	6.1936
PRICE/GAL	3.759
FUEL TOTAL	\$ 23.28

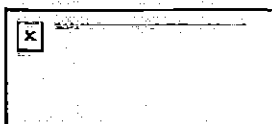
Subtotal = \$	23.28
Tax = \$	0.00
Total = \$	23.28

CREDIT	\$ 23.28
=====	
PROVED 010120	
=====	

## construction

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, October 04, 2013 11:13 AM  
**To:** construction  
**Subject:** Southwest Airlines Confirmation-EUBANKS/BRYAN-Confirmation: Z5FZFT

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#)

[Check Flight Status](#)

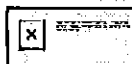
[Change Flight](#)

[Special Offers](#)

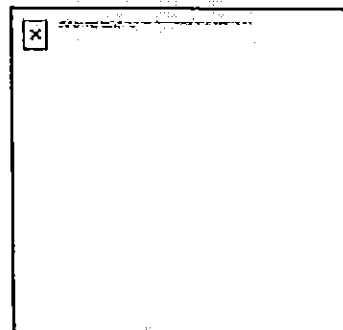
[Hotel Deals](#)

[Car Deals](#)

## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!



### AIR Itinerary

**AIR Confirmation: Z5FZFT**

Confirmation Date: 10/4/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	6262162114008	Oct 4, 2014	4081

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points

Date	Flight	Departure/Arrival
------	--------	-------------------

Tue Oct 8	2634	Depart SACRAMENTO CA (SMF) on Southwest Airlines at 07:40 AM Arrive in ORANGE COUNTY CA (SNA) at 09:05 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
-----------	------	---

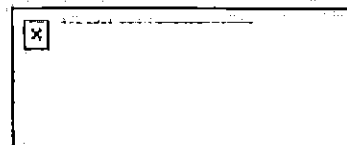
Thu Oct 10	3388	Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 12:20 PM
------------	------	---



### Find a Hotel

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### Rent Some Wheels

Arrive in **SACRAMENTO CA (SMF)** at **1:45 PM**  
Travel Time 1 hrs 25 mins  
Anytime

Explore your destination on  
the perfect set of wheels.

Rent a Car ☐

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 429.00

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 6262162114000: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA189.77YL WN SMF189.77YL 379.54 END ZPSMF SNA XF SMF4.5 SNA4.5  
AY5.00\$SMF2.50 SNA2.50

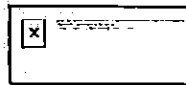
**Important Reminders:**

**Check-In**

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.



Go to Boarding School ☐



Get EarlyBird  
Check-In™ Details ☐

**Cost and Payment Summary**

☐ AIR · Z6FZFT

Base Fare	\$ 379.54
Excise Taxes	\$ 28.46
Segment Fee	\$ 7.80
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 429.00</b>

**Payment Information**  
Payment Type: Visa XXXXXXXXXXXX1737  
Date: Oct 4, 2013  
Payment Amount: \$429.00

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 10/01/2013 07:20 AM Omar M

Loyalty Club: 6006637391147204

Diamond

Room # 306-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 60030  
Arrival 09/30/13  
Departure 10/01/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

(000) 000.0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/30/13	DEPAL	RC	ROOM CHARGE			\$95.99
09/30/13	DEPAL	9	ROOM TAX			\$7.68
09/30/13	DEPAL	91	CITY BIA			\$2.88
10/01/13	Omar	VS	PAYMENT VISA/MC		1737 - 710310	\$106.55-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 10/02/2013 06:46 AM khaled

Loyalty Club: 6006637391147204

Diamond

Room # 322-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 60092  
Arrival 10/01/13  
Departure 10/02/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
10/01/13	khaled	RC	ROOM CHARGE			\$95.99
10/01/13	khaled	9	ROOM TAX			\$7.68
10/01/13	khaled	91	CITY BIA			\$2.88
10/02/13	khaled	VS	PAYMENT VISA/MC		1737 - 121004	\$106.55-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature \_\_\_\_\_



**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

10/03/2013 06:42 AM

Loyalty Club: 6006637391147204

Diamond

Room # 328-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 60129  
Arrival 10/02/13  
Departure 10/03/13

Room Type KDZ-King -  
Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
10/02/13	DEPAL	RC	ROOM CHARGE			\$95.99
10/02/13	DEPAL	9	ROOM TAX			\$7.68
10/02/13	DEPAL	91	CITY BIA			\$2.88
10/03/13	DEPAL	VS	PAYMENT VISA/MC		1737 - 712051	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature \_\_\_\_\_

THRIFTY CAR RENTAL  
 JOHN WAYNE AIRPORT PE2974916  
 RENTAL RECORD:  
 EUBANKS, BRYAN  
 COMPLETED BY: M01A21  
 RENTED: JOHN WAYNE AIRPORT  
 RENTAL: 09-30-13 0913  
 RETURN: 10-03-13 1108  
 VEH NUMBER: W693103  
 MILES IN: 41787 OUT: 41652  
 MILES DRIVEN: 235  
 CHECK IN FUEL LEVEL: 8 OUT: 8  
 PLAN IN/OUT: RCS02  
 CLS: F0AR  
 3 DAYS @ \$34.69 \$103.77  
 2 HOURS @ \$5.88 \$11.76  
 SUBTOT \$115.53  
 TAXABLE TOT: \$115.53  
 TIME  
 LATE RTN  
 2 DAYS @ \$12.99 \$25.98  
 UPGRADE  
 4 DAYS @ \$12.56 \$50.24  
 FF000  
 4 DAYS @ \$1.50 \$6.00  
 APCONFEE \$21.97  
 TOURSH SRG \$1.89  
 STATE TAX \$17.50  
 TOTAL CHARGE \$242.29  
 NET DUE \$0.00  
 PAYMENTS -\$242.29  
 PAID BY: VI  
 CREDIT CARD: \*\*\*\*\*1737  
 ET # WN 325019796

How was your experience?  
 We would like your feedback.

1. Visit [www.thriftyrentalsurvey.com](http://www.thriftyrentalsurvey.com)
2. Enter Access Code: SNA
3. Complete a brief survey about your experience.

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 613001

Cashier : 31 Seq # 38379  
License Plate : NOPLATE  
Ent : 06:49 09/30/13 Lane 37  
Exit: 14:10 10/03/13 Lane 82  
Duration: 3D(s) 7H(s) 21M(s)  
Rate Code: 36 Shift: 012

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @ \$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

ISSUED BY GDS OR VENDOR  
**SOUTHWEST AIRLINES**  
DATE: 08 OCT 13

CONFIRMATION NUMBER: ZWFWW

**EXCHANGE/RECEIPT**

AGENT: e89807

EXPIRATION DATE: 27 SEP 14

TICKET# 5262153657516

Paid Fare Change

Total  
59.00

Customer Name  
FREESE/DAVID

NONTRANSFERABLE

EXCHANGE TOTAL

59.00

ISSUED BY GDS OR VENDOR

## construction

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, October 10, 2013 9:13 AM  
**To:** construction  
**Subject:** Southwest Airlines Cancellation Confirmation-EUBANKS/BRYAN-Confirmation: Z5FZFT

Your reservation has been cancelled

BRYAN DRIVING BACK  
RTW Part of trip has  
been cancelled

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**Your reservation has been cancelled.**

 AIR Itinerary

**AIR Confirmation: Z5FZFT**

Confirmation Date: 10/10/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325018796	5262162114008	Oct 4, 2014	4081

Date	Flight	Departure/Arrival
Tue Oct 8	2634	Depart SACRAMENTO CA (SMF) at 07:40 AM Arrive in ORANGE COUNTY CA (SNA) at 09:05 AM
Thu Oct 10	3388	Depart ORANGE COUNTY CA (SNA) at 12:20 PM Arrive in SACRAMENTO CA (SMF) at 1:45 PM

Air Cost: 429.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262162114008; NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number

must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA189.77YL WN SMF 189.77YL 379.54 END ZPSMF SNA  
XT5.00AY9.00XFSMF4.6SNA4.6

## Cost and Payment Summary

☐ AIR Z6FZFT

Base Fare	\$ 379.54
Excise Taxes	\$ 28.46
Segment Fee	\$ 7.80
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 429.80</b>

### Payment Information

Payment Type: Visa XXXXXXXXXXXX1737  
Date: Oct 4, 2013  
Payment Amount: \$429.80  
REFUND ON Oct 10, 2013 TO Visa  
XXXXXXXXXXXX1737 \$214.90

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[Unaccompanied Minors](#)  
[Baby on Board](#)  
[Customers with Disabilities](#)

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<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

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See [Southwest Airlines Limit of Liability](#)

Southwest Airlines  
P.O. Box 38647-ICR  
Dallas TX 75235

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**Your reservation has been cancelled.**

Your request for a refund of \$214.90 has been submitted.

You may View Travel Funds or Book a Flight while applying Travel Funds prior to its expiration date.

Please print this page for your records.

**TRAVEL FUNDS INFORMATION**

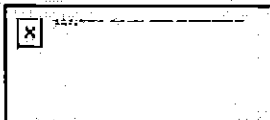
Confirmation Number	Passenger(s)	Depart	Return	Expiration Date
25F2FT	BRYAN EUBANKS	Oct 8	Oct 10	10/04/2014



## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 27, 2013 3:48 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: ZFWFWM

You're all set for your trip!



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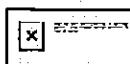
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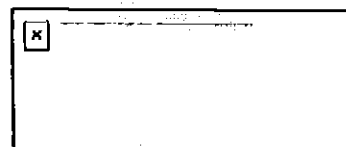
[Car Deals](#)

## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 10/08/13 - Orange County



**AIR Itinerary**

**AIR Confirmation: ZFWFWM**

Confirmation Date: 09/27/2013

**Find a Hotel**  
See ratings, photos and rates for over 40,000 hotels.

**Book a Hotel**

**Passenger(s)**

**Rapid Rewards #**

**Ticket #**

**Expiration**

**Est. Points Earned**

FREESE/DAVID

337987344

5262160547601

Sep 27, 2014 1739

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

**Date**

**Flight**

**Departure/Arrival**

**Tue Oct 8 2278**

Depart SACRAMENTO CA (SMF) on Southwest Airlines at 06:30 AM

Arrive in ORANGE COUNTY CA (SNA) at 08:00 AM

Travel Time 1 hrs 30 mins

Wanna Get Away

**Rent Some Wheels**

Explore your destination on the perfect set of wheels.

**Rent a Car**

**Wed Oct 9 3566**

Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 3:40 PM

Arrive in SACRAMENTO CA (SMF) at 5:05 PM

Travel Time 1 hrs 25 mins

Wanna Get Away

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 311.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262160547601: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA134.88OLNCPNR WN SMF134.88OLNCPNR 269.76 END ZPSMFNSA  
XT5.00AY0.00XFSMF4.5SNA4.5

**Important Reminders:**

**Check-In**

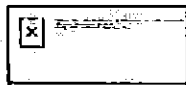
Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy**

If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 for travel beginning September 13, 2013, customers who fail to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight will be considered a no show, and all remaining funds on this reservation, including Anytime and Business Select fares, will be forfeited.



Go to Boarding School



Get EarlyBird  
Check-In Details

**Cost and Payment Summary**

☐ AIR - ZWFWWM

Base Fare

\$ 269.76 Payment Information

Excise Tax:	\$ 20.24	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.80	Date: Sep 27, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$311.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 311.80</b>	

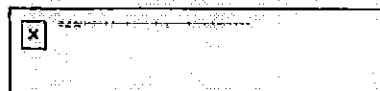
✕

✕

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<a href="#">Notice of Incorporated Terms</a>	<a href="#">FAQs</a>	

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All travel involving funds from this Confirmation Number must be completed by the expiration date. Security Fee is the government-imposed September 11th Security Fee.

## construction

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, October 10, 2013 9:13 AM  
**To:** construction  
**Subject:** Southwest Airlines Cancellation Confirmation-EUBANKS/BRYAN-Confirmation: Z5FZFT

Your reservation has been cancelled.

BRYAN DRIVING BACK  
RTN Part of trip has  
been cancelled

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Your reservation has been cancelled.

 **AIR Itinerary**

**AIR Confirmation: Z5FZFT**

Confirmation Date: 10/10/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262162114008	Oct 4, 2014	4081

Date	Flight	Departure/Arrival
Tue Oct 8	2634	Depart SACRAMENTO CA (SMF) at 07:40 AM Arrive In ORANGE COUNTY CA (SNA) at 09:05 AM
Thu Oct 10	3388	Depart ORANGE COUNTY CA (SNA) at 12:20 PM Arrive In SACRAMENTO CA (SMF) at 1:45 PM

Air Cost: 429.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.


Fare Rule(s): 5262162114008: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number

must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA189.77YL WN SMF189.77YL 379.54 END ZPSMF SNA  
XT5.00AY9.00XFSMF4.5SNA4.5

## Cost and Payment Summary

 AIR Z5FZFT

Base Fare	\$ 379.54	<b>Payment Information</b>
Excise Taxes	\$ 28.46	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.80	Date: Oct 4, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$429.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 429.80</b>	REFUND ON Oct 10, 2013 TO Visa XXXXXXXXXXXX1737 \$214.90

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<sup>1</sup> All travel involving funds from this Confirmation Number must be completed by the expiration date.

<sup>2</sup> Security Fee is the government-imposed September 11th Security Fee.

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Southwest Airlines  
P.O. Box 35647-1CR  
Dallas, TX 75235

[Contact Us](#)

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**Your reservation has been cancelled.**

Your request for a refund of \$214.90 has been submitted.

You may View Travel Funds or Book a Flight while applying Travel Funds prior to its expiration date.

Please print this page for your records.

**TRAVEL FUNDS INFORMATION**

Confirmation Number	Passenger(s)	Depart	Return	Expiration Date
25F2FT	BRYAN EUBANKS	Oct 8	Oct 10	10/04/2014

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 10/09/2013 07:15 AM khaled  
Loyalty Club: 6006637391147204

Diamond

Room # 311-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 60059  
Arrival 10/08/13  
Departure 10/09/13

Room Type KDZ-King -  
Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

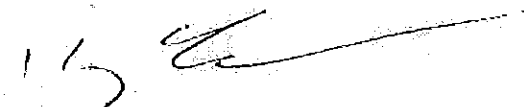
Posting	Oper	AcctCo	Description	From	Reference	Amount
10/08/13	khaled	RC	ROOM CHARGE			\$95.99
10/08/13	khaled	9	ROOM TAX			\$7.68
10/08/13	khaled	91	CITY BIA			\$2.88
10/09/13	khaled	VS	PAYMENT VISA/MC		1737 - 718034	\$106.55-

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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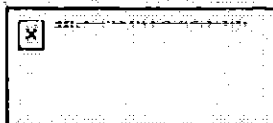
  
Signature



## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 27, 2013 3:53 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: ZC2WWP

You're all set for your trip!



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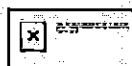
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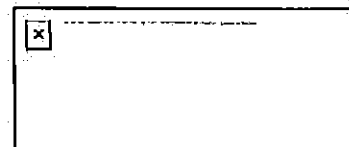
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## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

### Upcoming Trip: 10/29/13 - Orange County



### AIR Itinerary

### AIR Confirmation: ZC2WWP

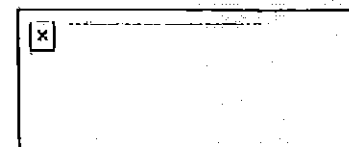
Confirmation Date: 09/27/2013

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Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262160548584	Sep 27, 2014	912

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
------	--------	-------------------

Tue Oct 29	2278	Depart SACRAMENTO CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY CA (SNA) at 08:00 AM Travel Time 1 hrs 30 mins <a href="#">Wanna Get Away</a>
------------	------	---

[Rent Some Wheels](#)  
Explore your destination on the perfect set of wheels.

[Rent a Car](#)

Wed Oct 30	3566	
------------	------	--

Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 3:40 PM
--

Arrive in **SACRAMENTO CA (SMF)** at 5:05 PM  
Travel Time 1 hrs 25 mins  
Wanna Get Away

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 173.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262160548584: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

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SMF WN SNA70.70TZNUNNR WN SMF70.70TZNUNNR 141.40 END ZPSMFSNA  
XT5.00AY9.00XFSMF4.5SNA4.5

**Important Reminders:**

**Check-In**

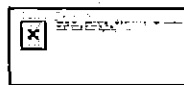
Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy**

If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 for travel beginning September 13, 2013, customers who fail to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight will be considered a no show, and all remaining funds on this reservation, including Anytime and Business Select fares, will be forfeited.



Go to Boarding School



Get EarlyBird

Check-In™ Details

**Cost and Payment Summary**

☐ with ZC2WWP

Base Fare

\$ 141.40 **Payment Information**

Excise Taxes	\$ 10.60	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.80	Date: Sep 27, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$173.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 173.80</b>	



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 \* Security Fee is the government-imposed September 11th Security Fee.

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Costa Mesa, CA 92627

**PLUS**

(949) 650-

05417@hotel.bestwestern.com.

10/10/2013 06:55 AM

Loyalty Club: 6006637391147204

Diamond

Room # 327-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
Vacaville, CA 95688

Conf # 60500  
Arrival 10/09/13  
Departure 10/10/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
10/09/13	DEPAL	RC	ROOM CHARGE			\$95.99
10/09/13	DEPAL	9	ROOM TAX			\$7.68
10/09/13	DEPAL	91	CITY DIA			\$2.88
10/10/13	DEPAL	VS	PAYMENT VISA/MC		1737 - 229052	\$106.55-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

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Signature



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Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### Air

Confirmation #ZDXM7M

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, October 29, 2013 - Thursday, October 31, 2013

Air Total: \$242.80

Amount Paid  
\$242.80

Trip Total  
\$242.80

**OCT 29**  
**TUE 10/29/13 - Orange County**

### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
10/29/2013 - 10/31/2013

Confirmation #  
**ZDXM7M**

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

<b>DEPART</b> <b>OCT 29</b> <b>TUE</b>	<b>07:40 AM</b>	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2634	<b>Tuesday, October 29, 2013</b>
	<b>09:05 AM</b>	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away
<b>RETURN</b> <b>OCT 31</b> <b>THU</b>	<b>12:20 PM</b>	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3368	<b>Thursday, October 31, 2013</b>
	<b>01:45 PM</b>	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away

#### What you need to know to travel

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Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Wanna Get Away Excluded Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds (non-transferable - no name changes allowed)</li> <li>Non-refundable</li> </ul>	1	\$155.90
Return	SNA-SMF	Wanna Get Away Excluded Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare differences apply)</li> <li>Reusable Funds (non-transferable - no name changes allowed)</li> <li>Non-refundable</li> </ul>	1	\$86.90

Enroll in Rapid Rewards and earn at least 1376 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$242.80**  
Fare Breakdown

Carry-on items: 1 bag + 1 small personal item are free, see full details.  
Checked items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:  
\$242.80

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment

Amount Applied

Visa - XXXXXXXXXXXX 1737

\$242.80

Amount Paid  
\$242.80

Trip Total  
\$242.80

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 211134

Cashier : 10 Seq # 4269  
License Plate : NOPLATE  
Ent : 08:55 10/08/13 Lane 37  
Exit : 10:43 10/11/13 Lane 60  
Duration: 30(s) 3H(s) 40M(s)  
Rate Code: 36 Shift: 046

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @\$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0606  
Card Type : Visa  
Authorization Code : 017183

Cashier : 83 Seq # 5520  
License Plate : NOPLATE  
Ent : 05:06 10/14/13 Lane 39  
Exit : 17:38 10/17/13 Lane 60  
Duration: 30(s) 12H(s) 32H(s)  
Rate Code: 36 Shift: 062

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @ \$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

OC Fair Parking  
Dave's  
10/14 - 10/17





**Thank you for your purchase!**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation # ZMJM7M

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, October 22, 2013 - Wednesday, October 23, 2013

Air Total: \$429.80

Amount Paid  
**\$429.80**

Trip Total  
**\$429.80**

OCT 22

TUE

**10/22/13 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
10/22/2013 - 10/23/2013

Confirmation #  
**ZMJM7M**

Adult Passenger(s)

BRYAN EUBANKS

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Rapid Rewards #

00000325019796

DEPART OCT 22	07:40 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2634	Tuesday, October 22, 2013
TUE	09:05 AM	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
RETURN OCT 23	05:05 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3152	Wednesday, October 23, 2013
WED	06:12 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	• Fully Refundable • Same Day Changes • No Change Fees	1	\$214.90
Return	SNA-SMF	Anytime Great Flexibility	• Fully Refundable • Same Day Changes • No Change Fees	1	\$214.90

Enroll in Rapid Rewards and earn at least 4081 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$429.80**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

Air Total:  
\$429.80

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks      Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXX-1732	\$429.80

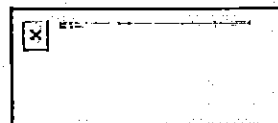
Amount Paid  
\$429.80

Trip Total  
\$429.80

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 27, 2013 3:53 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: ZC2WWP

You're all set for your trip!



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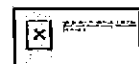
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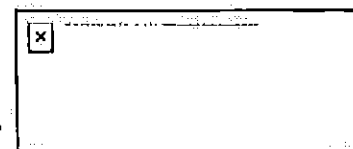
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## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 10/29/13 - Orange County



### AIR Itinerary

**AIR Confirmation: ZC2WWP**

Confirmation Date: 09/27/2013

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262160548584	Sep 27, 2014	912

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
------	--------	-------------------

<b>Tue Oct 29</b>	<b>2278</b>	Depart <b>SACRAMENTO CA (SMF)</b> on Southwest Airlines at <b>06:30 AM</b> Arrive in <b>ORANGE COUNTY CA (SNA)</b> at <b>08:00 AM</b> Travel Time 1 hrs 30 mins <a href="#">Wanna Get Away</a>
-------------------	-------------	---

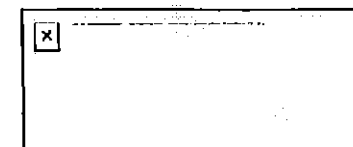
<b>Wed Oct 30</b>	<b>3566</b>	
-------------------	-------------	--

		Depart <b>ORANGE COUNTY CA (SNA)</b> on Southwest Airlines at <b>3:40 PM</b>
--	--	--

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**Rent Some Wheels**

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Arrive in SACRAMENTO CA (SMF) at 5:05 PM

Travel Time 1 hrs 25 min

Wanna Get Away

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 173.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262160548584: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y

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SMF WN SNA70.70TZNUNNR WN SMF70.70TZNUNNR 141.40 END ZPSMFSNA  
XT5.00AY9.00XFSMF4.5SNA4.5

**Important Reminders:**

**Check-In**

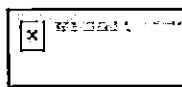
Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

**No Show Policy**

If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 for travel beginning September 13, 2013, customers who fail to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight will be considered a no show, and all remaining funds on this reservation, including Anytime and Business Select fares, will be forfeited.



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Check-In™ Details

**Cost and Payment Summary**

1 All: ZC2WWP

Base Fare

\$ 141.40 Payment Information

Excise Taxes	\$ 10.60	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.80	Date: Sep 27, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$173.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 173.80</b>	



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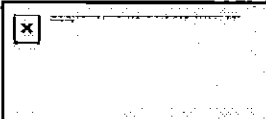
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## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 27, 2013 3:51 PM  
**To:** David Freese  
**Subject:** Southwest Airlines Confirmation-FREESE/DAVID-Confirmation: ZVRWWB

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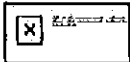
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## Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

### Upcoming Trip: 10/22/13 - Orange County



### AIR Itinerary

### AIR Confirmation: ZVRWWB

Confirmation Date: 09/27/2013

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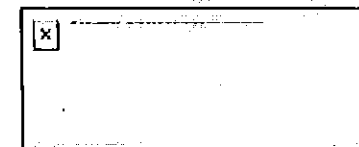
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262160548347	Sep 27, 2014	1109

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points

Date	Flight	Departure/Arrival
------	--------	-------------------

Tue Oct 22	2278	Depart SACRAMENTO CA (SMF) on Southwest Airlines at 06:30 AM Arrive in ORANGE COUNTY CA (SNA) at 08:00 AM Travel Time 1 hrs 30 mins <a href="#">Wanna Get Away</a>
------------	------	---

Wed Oct 23	3162	Depart ORANGE COUNTY CA (SNA) on Southwest Airlines at 5:05 PM
------------	------	--



**Rent Some Wheels**  
Explore your destination on the perfect set of wheels.

[Rent a Car](#)

Arrive in **SACRAMENTO CA (SMF)** at 6:25 PM  
Travel Time 1 hrs 20 mins  
Wanna Get Away

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 206.80

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262160548347: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA70.70TZUNNR WN SMF1Q1.40MLNPNR 172.10 END ZPSMFSNA  
XT5.00AY9.00XFSMF4.5SNA4.5

**Important Reminders:**

**Check-In**

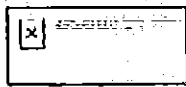
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[Get EarlyBird  
Check-In Details](#)

**Cost and Payment Summary**

☐ All: ZVRWWB

Base Fare

\$ 172.10 [Payment Information](#)

Excise Taxes	\$ 12.90	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 7.00	Date: Sep 27, 2013
Passenger Facility Charge	\$ 9.00	Payment Amount: \$206.80
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 206.80</b>	



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All prices involving funds from the Confirmation Number must be completed by the expiration date. Security Fee is the government imposed September 11th Security Fee.





## Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

### Air

Confirmation #ZMJM7M

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Tuesday, October 22, 2013 - Wednesday, October 23, 2013

Air Total: \$429.80

Amount Paid

\$429.80

Trip Total

\$429.80

OCT 22

TUE

10/22/13 - Orange County

### AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
10/22/2013 - 10/23/2013

Confirmation #

ZMJM7M

Adult Passenger(s)

BRYAN EUBANKS

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Rapid Rewards #

00000325019796

DEPART OCT 22	07:40 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2634	Tuesday, October 22, 2013
TUE	09:05 AM	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
RETURN OCT 23	05:05 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3152	Wednesday, October 23, 2013
WED	06:25 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

#### What you need to know to travel:

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#### PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Carry On Luggage</li> <li>• Same Day Changes</li> <li>• No Change Fees</li> </ul>	1	\$214.90
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Carry On Luggage</li> <li>• Same Day Changes</li> <li>• No Change Fees</li> </ul>	1	\$214.90

Enroll in Rapid Rewards and earn at least 4081 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal \$429.80  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item free, see full details.  
Checked Items: First and second bags are free, size and weight limits apply

Bag Charge \$0.00

Air Total:  
\$429.80

Gov't taxes & fees now Included

Purchaser Name Bryant Eubanks

Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-1737	\$429.80

Amount Paid  
\$429.80

Trip Total  
\$429.80

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 10/17/2013 12:07 PM mary

Loyalty Club: 6006637310286679

BASE

Room # 324-A

**Registered To:**

FREESE, DAVID  
292 SHASTA DRIVE  
VACAVILLE, CA 95687

Conf # 60742  
Arrival 10/14/13  
Departure 10/17/13

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
10/14/13	DEPAL	RC	ROOM CHARGE			\$109.99
10/14/13	DEPAL	9	ROOM TAX			\$8.80
10/14/13	DEPAL	91	CITY BIA			\$3.30
10/15/13	kelly	GIFT	GIFT SHOP		SNACKS	\$3.25
10/15/13	khaled	RC	ROOM CHARGE			\$109.99
10/15/13	khaled	9	ROOM TAX			\$8.80
10/15/13	khaled	91	CITY BIA			\$3.30
10/16/13	DEPAL	RC	ROOM CHARGE			\$119.99
10/16/13	DEPAL	9	ROOM TAX			\$9.60
10/16/13	DEPAL	91	CITY BIA			\$3.60
10/17/13	mary	VS	PAYMENT VISA/MC		0686 - 914185	\$380.62
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature



October 2013 Statement 09/20/2013 - 10/22/2013

Page 3 of 4

CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service 1-866-552-8855

Transactions		EUBANKS, BRYAN K		Credit Limit: \$20000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/07	10/03	1297	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55 *	
10/07	10/04	0543	ORANGE COUNTY REGISTER 714-796-7000 CA	\$738.00 *	
10/07	10/04	6857	THRIFTY CAR RENTAL-SNA SANTA ANA CA	\$242.29 *	
10/08	10/07	2500	CHEVRON 00207936 ELK GROVE CA	\$73.85 *	
10/08	10/07	0274	ORANGE COUNTY REGISTER 714-796-7000 CA	\$726.00	
10/11	10/08	5226	WINGNUTS HARBOR BLVD COSTA MESA CA	\$82.38 *	
10/11	10/09	0598	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55 *	
10/11	10/10	9969	HARBOR FAIR STATION COSTA MESA CA	\$23.28 *	
10/15	10/11	7876	SOUTHWES 5262164046350 800-435-9792 TX FREESE/DAVID 10/14/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$429.80 *	
10/16	10/10	5000	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55 *	
10/16	10/11	1398	THRIFTY CAR RENTAL-SNA SANTA ANA CA	\$174.44	
10/16	10/11	0890	ORANGE COUNTY REGISTER 714-796-7000 CA	\$726.00 *	
10/16	10/11	0908	ORANGE COUNTY REGISTER 714-796-7000 CA	\$726.00 *	
10/16	10/11	5203	SAC CO AIRPORT PARKING SACRAMENTO CA	\$68.00 *	
10/18	10/16	7538	SOUTHWES 5262165112067 800-435-9792 TX EUBANKS/BRYAN 10/22/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$429.80 *	
10/18	10/16	7546	SOUTHWES 5262165117370 800-435-9792 TX EUBANKS/BRYAN 10/29/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$242.80 *	
10/18	10/17	0417	CHEVRON 00098706 MADERA CA	\$88.98 *	
10/22	10/20	0628	SOUTHWES 5262165928438 800-435-9792 TX CUMMINGS/KHRIS 10/21/13 SALT LAKE CI TO LAS VEGAS LAS VEGAS TO SANTA ANA SANTA ANA TO LAS VEGAS LAS VEGAS TO SALT LAKE CI	\$302.60	
Total for Account 4798 5100 4857 1737				\$8,087.84	

Transactions		FREESE, DAVID M			Credit Limit \$7500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
09/20	09/18	1917	SAC CO AIRPORT PARKING SACRAMENTO CA	\$34.00 *	_____	
09/20	09/18	4259	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55	_____	
09/26	09/24	1295	SAC CO AIRPORT PARKING SACRAMENTO CA	\$17.00 *	_____	
10/02	09/30	4386	SAC CO AIRPORT PARKING SACRAMENTO CA	\$17.00 *	_____	

Continued on Next Page



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73725  
Dated 12/18/2013

## Invoice

Orange County Fair  
88 Fair Drive  
Costa Mesa, CA 92626

Invoice Number: 001425  
Invoice Date: 12/11/2013  
Customer Code: 32nd  
Project: 03213043  
Parking Lot F Seal & Restripe

Description	Amount
CFFA Project Admin Fees per LOU 13-043 Parking Lot F	416.97
	\$416.97

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$416.97  
Sales Tax: 0.00  
Invoice Total: \$416.97



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

To: Becky Bailey-Findley, Managing Officer  
California Fairs Financing Authority

Date: Thursday, December 12, 2013

From: 32<sup>nd</sup> DAA Orange County Fair

Subject: Letter of Understanding No. 13-043 (CFPA Project No. 03213043)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32<sup>nd</sup> DAA Orange County Fair ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated 01/01/1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

SCHEDULE: Parking Lot F Seal and Restripe

FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before Thursday, December 19, 2013, Fair shall encumber funds maintained by the Fairgrounds, in the amount of FOURTEEN THOUSAND THREE HUNDRED FIFTEEN DOLLARS and NINETY-SEVEN CENTS (\$14,315.97), which is the current estimated Project Cost. The fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event Authority determines that the estimated remaining Project Cost exceeds the funds on deposit in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds and deposit them into the separate liability account.

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

California Fairs Financing Authority  
By Rebecca Desmond, Deputy Executive Director  
California Fair Services Authority

Date

12/17/13

Doug Lofstrom  
CEO  
32<sup>nd</sup> DAA Orange County Fair

Date

12/15/13



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6610

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

Thursday, December 12, 2013

Project No. 03213043

LOU No. 13-043

32<sup>nd</sup> DAA Orange County Fair – Parking Lot F Seal and Restripe

The cost proposal is based upon the following assumptions:

- A. The site of the proposed project is at the 32<sup>nd</sup> DAA Orange County Fairgrounds.
- B. The contracts will be between CFFA and the Consultant/Contractor.
- C. CFFA would provide project management and inspection services.

Items not included in the proposal are any permits or fees for services to connect utilities or associated with review procedures required by other governmental agencies or public or private entities. CFFA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

The Project Administration fee for CFFA services is \$416.97 and is based on 3% of the consultant/construction costs or a minimum \$200.00 fee structure. The administration fee comprises both the project management and inspection fees (scope of services). The construction and/or consulting and direct expenses are estimated to be \$14,315.97. Please note the breakout of the allocation of fee costs.

## PARKING LOT F SEAL AND RESTRIPE

Construction/Consultant Contract	\$ 13,899.00
Project Administration Fees (3%)	\$ 416.97
Total Estimated Fees/Costs	\$ 14,315.97

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA must engage third parties. Additionally, known and unknown third parties may be affected by the performance of this Letter of Understanding. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this Letter of Understanding, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this Letter of Understanding or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a Letter of Understanding (LOU) and shall become a part thereof.

CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-043, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-043, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.





CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73737  
Dated: 12/18/2013

## Payment Authorization

Date: 12/11/13

Amount: \$3,469.62

Vendor Name: MAKE Architecture

Invoice No.: 18

Invoice Date: 12/11/2013

Project No.: 03211031

Project Name: Pac Amp Phase I


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

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

# Contractors Certification for Payment

California Fair Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No. 18 )

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: 11/1/2013 to 11/30/2013

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

Three Thousand Four Hundred Sixty Nine Dollars and Sixty Two Cents (\$ 3,469.62)

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>472,216.29</u>
Retention (10%)	\$ <u>47,221.62</u>
Total Earned less Retention	\$ <u>424,994.67</u>
Total Reimbursable Expenses To Date	\$ <u>14,899.50</u>
Subtotal	\$ <u>439,894.17</u>
Less Previous Payments	\$ <u>436,424.55</u>
<b>CURRENT PAYMENT DUE</b>	<b>\$ <u>3,469.62</u></b>

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature William Beuter, CEO Date 12/11/2013

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

# Application for Payment

Nov 2013

Page 1 of 1

Contractor Name		Project Name & Location		CFFA Project No.		CFFA Contract No.		Reporting Period
MAKE Architecture		Pacific Amphitheatre Renovation		03211031				18 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	\$19,090.72	92.4%	\$171,816.47	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	61.1%	\$14,307.53	2.5%	\$591.97	
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	\$11,348.62	93.2%	\$102,137.58	0.7%	\$897.90	
9	ASL4- Restroom Buildings	\$64,675.00	\$5,955.09	92.1%	\$53,595.92	0.6%	\$398.38	
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,253.80	90.4%	\$11,284.20	1.7%	\$236.00	
11	ASL6- Design Build Berm Planting Revisions	\$6,100.00	\$610.00	100%	\$5,490.00	-	0	
<b>TOTALS</b>		<b>\$524,606.50</b>	<b>\$46,901.88</b>	<b>92.1%</b>	<b>\$436,424.55</b>	<b>0.7%</b>	<b>\$3,789.36</b>	

## 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 \$3,197.39  
Retention ( 10 %) \$319.74  
Reimbursable Expenses \$591.97

**AMOUNT DUE** \$3,469.62



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

# Invoice

## 12010-18

Date 11/30/2013

Invoice Period
11/01/13-11/30/13

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	28.4%	1,665.11
	SUBTOTAL					1,665.11
add. service	additional services-ASL3	0.7%		897.90	94.0%	897.90
add. service	additional services-ASL4	0.6%		398.38	92.7%	398.38
add. service	additional services-ASL5	1.7%		236.00	92.6%	236.00
	SUBTOTAL					1,532.28
REIMBURSABLE						
mileage	4 trips to project site		384	0.565		216.96
Capital Blueprint				49.14		49.14
prints	8.5x11 black&white		284	0.49		139.16
prints	12x24 black&white		73	1.50		109.50
	SUBTOTAL					514.76
Reimb. Mark-up			514.76	0.15		77.21
Invoice Total						\$3,789.36

Architecture

Interiors

Furniture

2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027

T: 323.669.0278  
F: 323.669.0282  
admin@makearch.com

11th May 2011

[illegible]

DATE 11/14/13	TIME WANTED	YOUR ORDER NO	ORDERED BY DS	PROJECT NAME PAC AMP	INVOICE 109656
Charge to MAKE			Capitol Blue Print Co.		
Address			REMITTANCE ADDRESS: P.O. BOX 93763 • L.A. 90093 1438 NORTH GOWER STREET, HOLLYWOOD, CALIF. 90028		
City			Phone No		TELEPHONE: (323) 469-0518 Email: capblue@capitolblueprint.net

BINDING & STAMPING				LOOSE	STAPLE	EDGE BIND	DATE STAMP	BID SET	NOT FOR CONST.	PRELIMINARY	ITEM SQFT AMOUNT		
MAKE ARCH.					X						MSTRBONDSCAN 126	20.79	
											-MAIL WRAP	2.50	
											-MESSENGER	15.50	0.00
											1 PICKUP/DEL	7.50	

P R I N T I N G	QTY OF ORIG	DESCRIPTION ORIGINALS	COPIES PER ORIGINAL							
			TRANS BOND	BOND	VELLUM	ERASE VELLUM	MYLAR	REDUCE TO	ENLARGE TO	
	21	24X36		1						

UPS/NON-TAX:	15.50
SUBTOTAL:	30.79
TAX:	2.85
INVOICE TOTAL:	49.14

P L O T T I N G	QTY OF FILES	DESCRIPTION ORIGINALS	SIZE	BOND	COPIES PER ORIGINAL				REMARKS
					TRANS BOND	VELLUM	ERASE VELLUM	MYLAR	

S C A N	QTY OF ORIG	DESCRIPTION ORIGINALS	SIZE	FILE FORMAT	DISK	REMARKS
					<input type="checkbox"/> CD	
					<input type="checkbox"/> FLOPPY	
					<input type="checkbox"/> ZIP	

SPECIAL INSTRUCTIONS:	
	TO SARA MEARY



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73745  
Dated: 12/18/2013

## Payment Authorization

Date: 11/21/13

Amount: \$475.00

Vendor Name: Willdan

Invoice No.: 02210839

Invoice Date: 11/15/2013

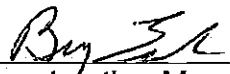
Project No.: 03213031


Project Name: Pac Amp Phase II

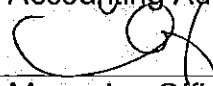
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

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

Invoice # : 02210839  
Invoice Date : 11/15/2013  
Project : 102063  
Invoice Group : \*\*  
  
Client Ref # :

**Project Name : CFFA, PAC AM PHASE II**

**For Professional Services Rendered from 9/30/2013 through 10/25/2013**

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

Time at Hourly Rates	380.00
Expenses	95.00
Current Billing Amount	475.00
Amount Due This Invoice	475.00

Contract Amount	5,000.00
Previously Billed	3,045.00
Total This Invoice	475.00
Billed To Date	3,520.00
Contract Balance	1,480.00

**Open Invoice**

Number	Date	Amount	Balance
02210817	10/17/2013	3,045.00	3,045.00
Total Due:			3,045.00

**Aged Balances**

1 - 30	31 - 60	61 - 90	Over 90	Unallocated
3,045.00	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**

Printed Invoice



Project : 102063 -- CFFA, PAC AM PHASE II

Invoice # : 02210839

**Phase : 3000 -- GEOTECHNICAL SERVICES**

**Rate Schedule Labor**

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
PRINCIPAL ENGINEER	2.00	190.00	380.00
<b>Rate Schedule Labor</b>			<b>380.00</b>

**Unit Pricing Expenses (Rate)**

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
REPORTS	1.00	10.00	10.00
MORTAR COMPRESSION	2.00	20.00	40.00
PICK UP & DELIVERY - STANDARD	1.00	45.00	45.00
<b>Unit Pricing (Rate)</b>			<b>95.00</b>

**Total Phase : 3000 -- GEOTECHNICAL SERVICES**

**Labor : 380.00**  
**Expense : 95.00**

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

**475.00**



## **Board of Directors Agenda Report**

**MEETING DATE:** JAN. 23, 2013 **ITEM NUMBER:** 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** January 17, 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: JAN. 23, 2013 ITEM NUMBER: 9B

**SUBJECT:** Review and Approve Revision to Board Policy 4.2.5

**DATE:** January 17, 2013

**FROM:** Doug Lofstrom, OC FEC CEO

**PRESENTATION BY:** Doug Lofstrom, OC FEC CEO

---

### **RECOMMENDATION**

Review and approve revision to Board Policy 4.2.5.

### **BACKGROUND**

Currently, Board Policy 4.2.5 states:

5. *The Board will fulfill all legislative mandates, including but not limited to approving the annual operating budget in November of each year for submission to the California Department of Food and Agriculture.*
  - A. *The CEO shall present the budget, with appropriate monitoring documentation, to the Board, each year no later than November.*
  - B. *If the Board deems that the budget plan presented is compliant with the Board's Financial Planning/Budgeting policy, the Budget will be approved, and submitted to the CDFA.*

As of October 26, 2012, District Agricultural Associations are no longer required to submit their annual operating budgets to the California Department of Food and Agriculture. Additionally, without the required submission to the California Department of Food and Agriculture, the need for Board approval of the budget by November is no longer necessary.

Thus it is recommended that Policy 4.2.5 be revised to state:

5. *The Board will fulfill all legislative mandates.*

- A. The CEO shall present the budget, with appropriate monitoring documentation, to the Board for approval, each year no later than December.*
- B. The Budget will be approved if the Board deems that the budget plan presented is compliant with Board Policy 2.5 – Financial Planning & Budgeting.*



## **Board of Directors Agenda Report**

MEETING DATE: JAN. 23, 2013 ITEM NUMBER: 9C

**SUBJECT:** Pacific Amphitheatre Seat Replacement Project

**DATE:** January 17, 2013

**FROM:** Sharon Augenstein, OC FEC CFO

**PRESENTATION BY:** Sharon Augenstein, OC FEC CFO and Jerry Eldridge,  
OC FEC Facilities Director

---

### **RECOMMENDATION**

Approve Pacific Amphitheatre Seat Replacement Project and estimated budget.

### **BACKGROUND**

The current fixed seating in the Pacific Amphitheatre has been in place for over 30 years since the opening of the venue in 1983, exceeding its projected life of 25 years. As discussed during the December 2013 Board Meeting, the original configuration is no longer offered by the vendor and replacement parts are obtained from the used/secondary market. The cast iron structural components and seats require extensive renovation. As a result, the presentation of the venue is no longer to OC FEC standards.

It is believed efforts to renovate the existing seating would be significant and ultimately fall short of meeting the quality and presentation standards of the OC FEC and OC FEC patrons. Therefore, a complete replacement of the fixed seating is recommended.

Preliminary quotes have been received from vendors for the purchase and installation of the entire fixed seating infrastructure in the amphitheatre with no change to the layout or number of seats. It is estimated the cost will not exceed \$1.3M. The actual cost will be obtained through a competitive bidding process utilizing CFFA and will carry an administrative fee of 3% for CFFA's services.

Estimated benefit anticipated from the sale of existing seating is minimal, but no less than \$12K.

#### Anticipated Schedule

February-April 2014	-	Formal quoting/award through CFFA
Q4 2014	-	Installation