



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

NOTICE OF MEETING
32ND District Agricultural Association
OCFEC Board of Directors
Thursday, October 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 Barbara Bagneris, Member
Nick Berardino, Member Sandra Cervantes, Member
Gerardo Mouet, Member Bao Nguyen, Member
Robert Ruiz, Member

Secretary-Treasurer
Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel
Roger Grable
Manatt, Phelps and Phillips

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

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

AGENDA

1. **CALL TO ORDER**

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

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

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL (Policy 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 September 25, 2014

Action Item

8. **CONSENT CALENDAR: (Policy 4.3.4)**

All matters listed under Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

A. Standard Agreements: SA-252-14MA

B. Amendments: none

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-034-14; R-035-14; R-098-14; R-190-14; R-194-14; R-195-14; R-200-14; R-204-14; R-207-14; R-210-14; R-213-14; R-218-14; R-220-14; R-222-14; R-224-14; R-225-14; R-226-14; R-229-14; R-001-15; R-005-15; R-006-15; R-007-15; R-008-15; R-010-15

F. Active Joint Powers Authority Agreements: none

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

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

- i. Centennial Farm Foundation Liaison (Director Mouet)
- ii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iii. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- iv. 2014 OC Fair City Liaison Committee (Director Mouet)
- v. Veteran's Memorial Task Force (Director Berardino, Vice Chair Aitken)
- vi. OCFEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- vii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- viii. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)

10. CLOSED SESSION (Closed to the Public)

- A. Pending Litigation – Pursuant to the provisions of Government Code Section 11126(e)(1) the board will meet with legal counsel for the purpose of considering whether or not to initiate litigation.
- B. Pursuant to the provisions of Government Code Section 11126(a)(1) the Board of Directors will meet in closed session to discuss the appointment of a public employee.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: NOVEMBER 20, 2014

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center



Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. October 10, 2014



The following financial reports as of July 31, 2014 are enclosed for your reference.

Statement of Cash Flows

As of July 31, 2014, OCFEC's cash on hand is \$33,143,886, an increase of \$5,710,454 during 2014. Operating activities have resulted in a net cash inflow of \$11,950,687 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$6,240,233 to date.

Balance Sheet

Deferred Revenue continues to increase primarily due to sales of 2014 OC Fair concert tickets and Super Passes and receipt of payments for events to be held in future months such as Gun Show, Gem Faire, etc.

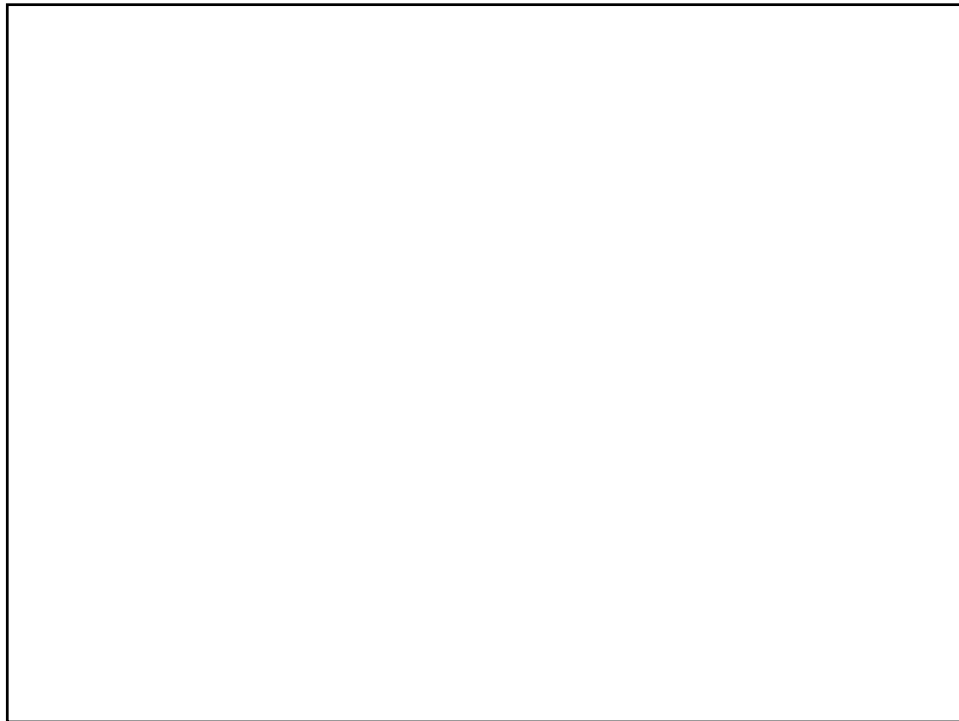
Income Statement

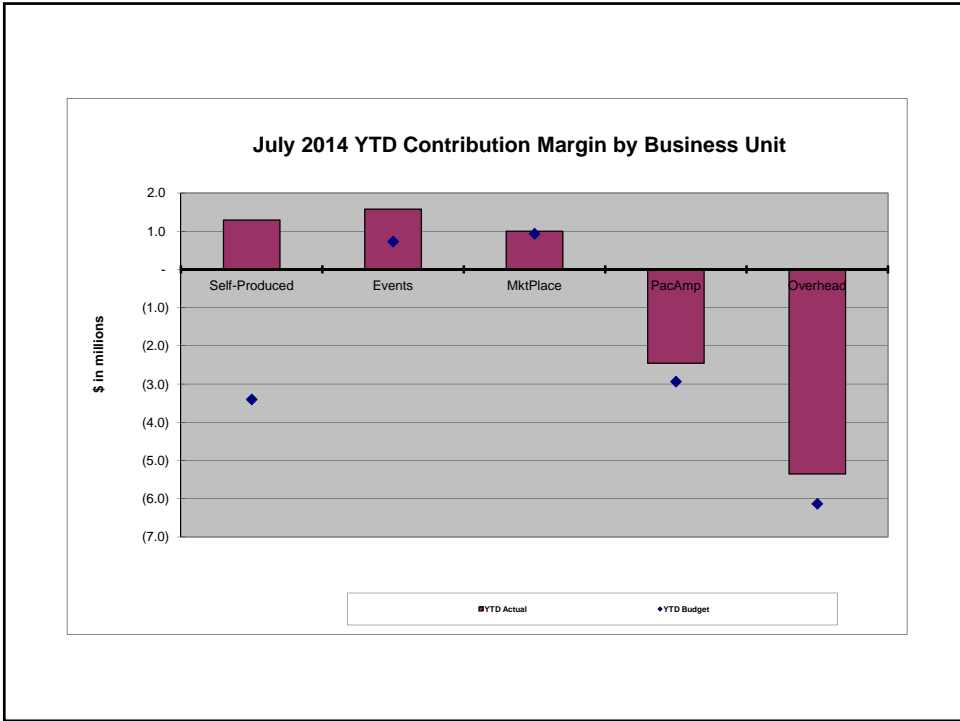
July 2014 year-to-date expenses exceed revenues by \$5,678,708, which is favorable to the budgeted net proceeds of (\$12,539,691) by \$6,860,983. Excluding performance in the Major Projects category, for which the entire 2014 budget of \$481K was loaded in January, net proceeds year-to-date are favorable to budget by \$6,466,843.

Total year-to-date revenues of \$10,895,436 are favorable to budget by \$4,297,927 primarily due to Fair revenue being booked earlier than budgeted. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$353K and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$480K. \$200K of favorable revenue performance is due to receipt of the first installment of a \$500K signing bonus from Ticketmaster which was unbudgeted (\$200K initial payment plus \$100K per year in 2015, 2016 and 2017).

Total year-to-date operating expenses of \$14,704,844 are favorable to budget by \$2,214,949. Variances in most non-labor expense categories are due to timing and are anticipated to correct in August. Payroll and Related expense is favorable to budget by \$1.5M due primarily to timing, unfilled positions and less than anticipated employee benefits expense.

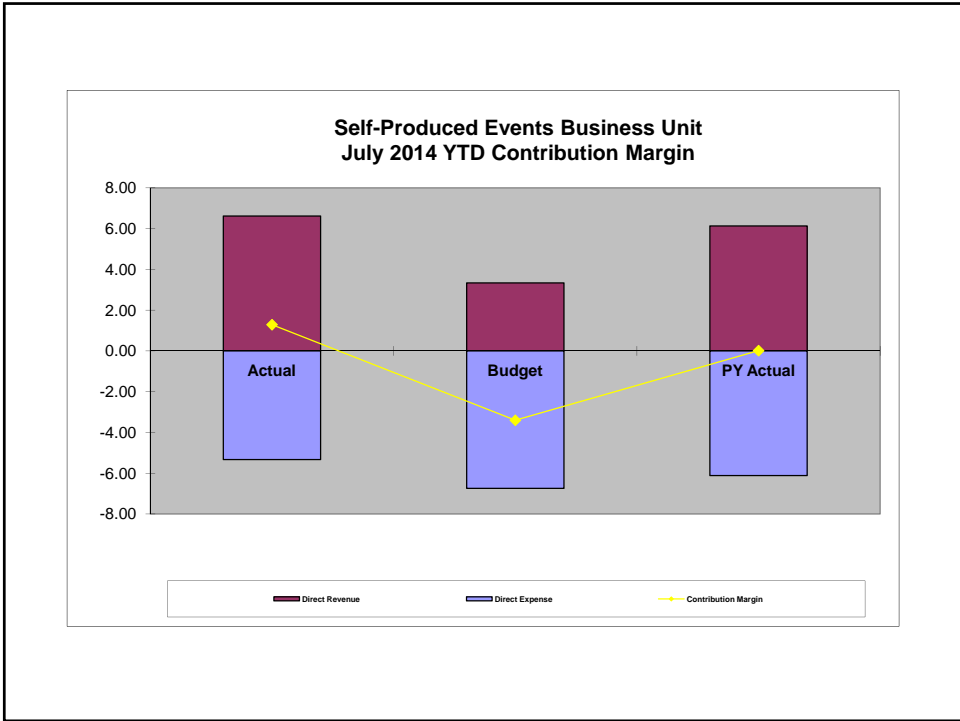
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of July 31, 2014





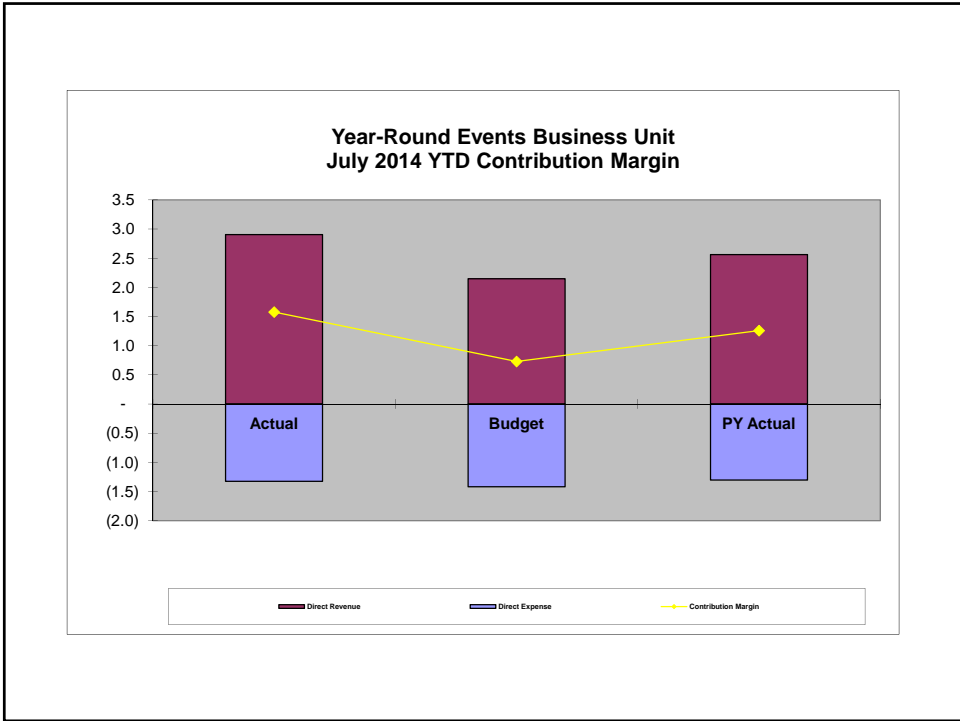
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of July, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	1.3	(3.4)	0.0	8.6
Events Business Unit	1.6	0.7	1.3	1.6
MarketPlace Business Unit	1.0	0.9	1.1	1.6
Pacific Amphitheatre Business Unit	(2.5)	(2.9)	(2.8)	1.3
Total Business Unit Contribution Margin	1.4	(4.7)	(0.5)	13.0
Net Overhead Expense (Cash)	(5.4)	(6.1)	(4.9)	(10.4)
Net Cash Provided (Used) Subtotal	(3.9)	(10.8)	(5.4)	2.7
Capital Expenditures	(6.2)		(2.0)	(13.1)
Balance Sheet Changes	15.9		16.7	-
Net Increase (Decrease) in Cash	5.7	(10.8)	9.4	(10.4)



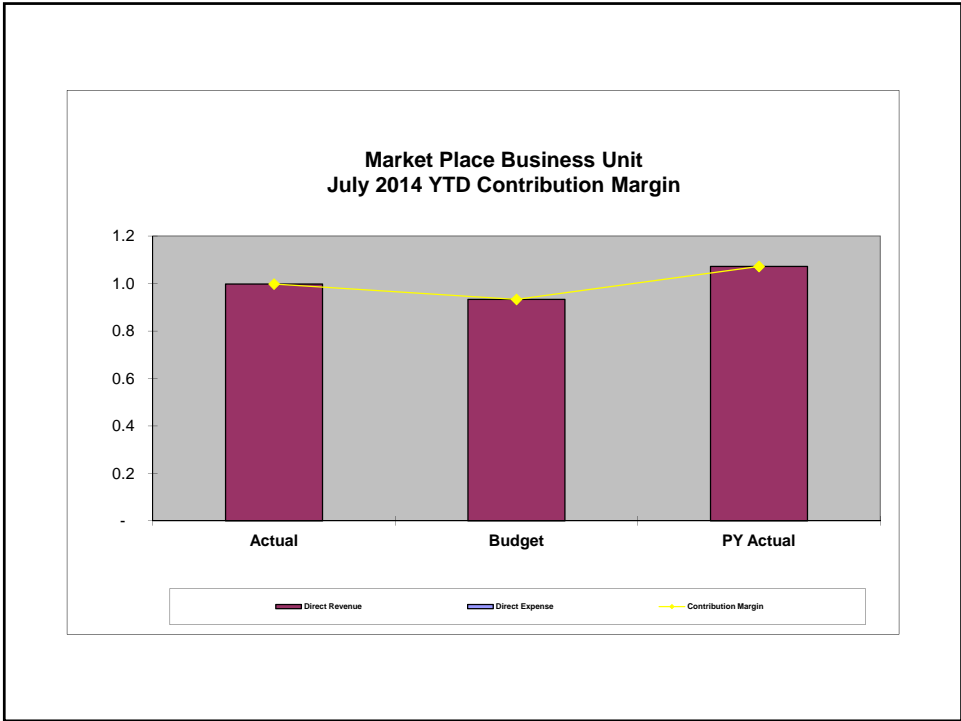
Self-Produced Events Business Unit Contribution Margin Statement Year to Date as of July, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$7.2
Concessions	2.9	0.0	2.6	5.5
Carnival	0.0	0.0	0.0	2.7
Sponsorships	1.7	1.5	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	0.0	0.0	0.0	1.9
Other Revenue	0.5	0.4	0.5	0.8
Total Direct Revenue	6.6	3.3	6.1	21.0
Payroll/Related	1.7	2.4	1.6	4.1
Outside Services	0.4	0.7	0.6	2.1
Marketing/Related	0.9	0.8	1.2	1.4
Supplies/Equipment/Rentals	1.1	1.2	1.2	2.1
Attractions	0.5	0.8	0.9	1.4
Other Expense	0.7	0.8	0.7	1.4
Total Direct Expense	5.3	6.7	6.1	12.4
Contribution to Overhead and CapEx	\$1.3	(\$3.4)	\$0.0	\$8.6



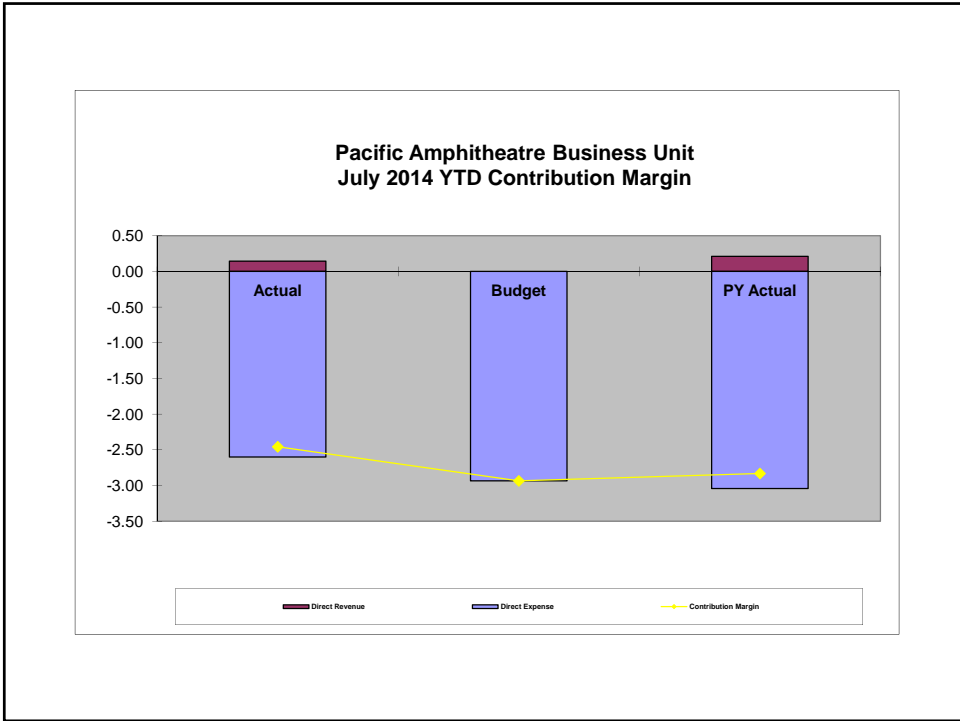
Year-Round Events Business Unit Contribution Margin Statement Year to Date as of July, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$0.8	\$0.5	\$0.7	\$1.0
Personnel Services	0.5	0.4	0.5	0.7
Concessions	0.4	0.3	0.4	0.6
Equipment Rentals	0.3	0.2	0.3	0.4
Admissions/Parking	0.8	0.7	0.6	1.2
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	2.9	2.1	2.6	4.0
Payroll/Related	1.0	1.0	0.9	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	0.1	0.2	0.2	0.3
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	1.3	1.4	1.3	2.4
Contribution to Overhead and CapEx	\$1.6	\$0.7	\$1.3	\$1.6



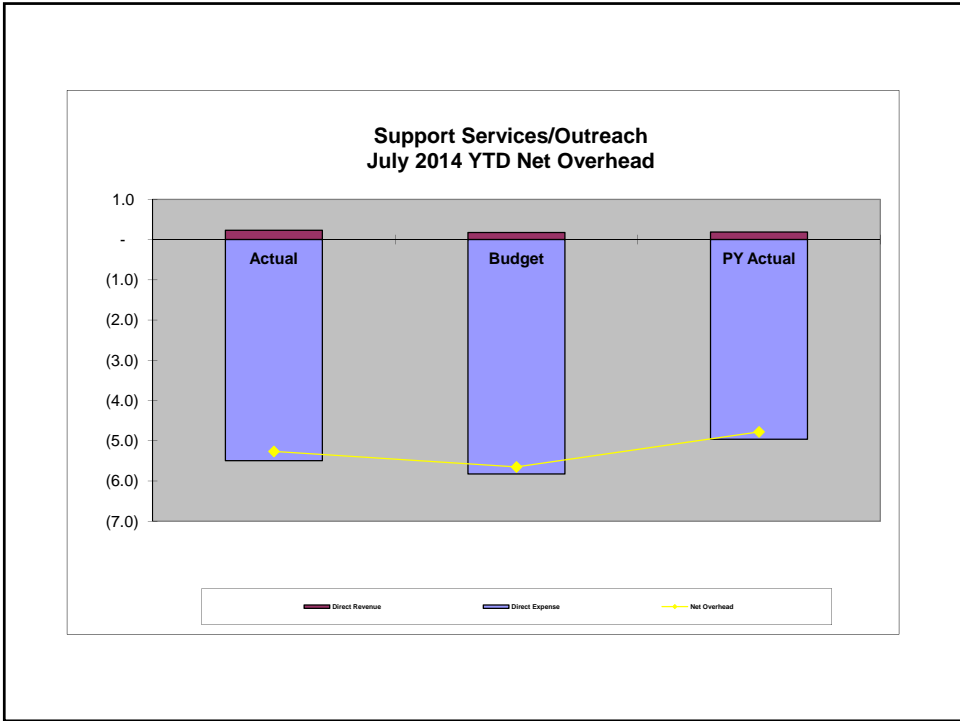
Market Place Business Unit Contribution Margin Statement Year to Date as of July, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.0	\$0.9	\$1.1	\$1.6
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$1.0	\$0.9	\$1.1	\$1.6
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Expense	\$0.0	\$0.0	\$0.0	\$0.0
Contribution to Overhead and CapEx	\$1.0	\$0.9	\$1.1	\$1.6



Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of July, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Ticket Sales	\$0.0	\$0.0	\$0.0	\$4.1
Facility Fee	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.4
Parking	0.0	0.0	0.0	0.4
Sponsorship	0.0	0.0	0.0	0.1
Other Revenue	0.1	0.0	0.2	0.2
Total Direct Revenue	0.1	0.0	0.2	6.0
Performers' Fees	1.8	1.9	2.3	3.0
Outside Services	0.2	0.3	0.1	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.2	0.4	0.4	0.5
Payroll/Related	0.0	0.1	0.0	0.3
Other Expense	0.2	0.1	0.1	0.2
Total Direct Expense	2.6	2.9	3.0	4.7
Contribution to Overhead and CapEx	(\$2.5)	(\$2.9)	(\$2.8)	\$1.3



Support Services/Outreach Business Unit Net Overhead Summary Year to Date as of July, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.1	\$0.0	\$0.1	\$0.1
Other Revenue	\$0.1	\$0.1	\$0.1	\$0.2
Total Revenue	\$0.2	\$0.2	\$0.2	\$0.3
Payroll/Related	\$3.3	\$3.9	\$3.2	\$6.8
Facility/Related	\$1.0	\$0.9	\$0.9	\$1.9
Supplies/Telephone/Postage	\$0.4	\$0.4	\$0.4	\$0.6
Outside Services	\$0.4	\$0.2	\$0.2	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.1	\$0.1	\$0.1	\$0.2
Total Expense	\$5.5	\$5.8	\$5.0	\$10.2
Net Overhead	(\$5.3)	(\$5.6)	(\$4.8)	(\$9.9)
Non-Cash Expenses:				
Depreciation Expense	\$1.7	\$1.7	\$1.7	\$3.0
Total Non-Cash Expense	\$1.7	\$1.7	\$1.7	\$3.0

Note: Includes education/outreach program expenditures of \$618K

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of July, 2014**

	2014 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2013 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2014 Budget
Revenues								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 8,543,000
Commercial Space Rental Revenue	1,460,983	1,378,000	82,983	6.0%	1,478,070	(17,087)	-1.2%	1,378,000
Carnival and Concessions Revenue	2,921,650	-	2,921,650	N/A	2,551,991	369,659	14.5%	8,537,000
Exhibits Revenue	84,433	77,000	7,433	9.7%	83,789	644	0.8%	81,000
Attractions Revenue	144,854	100	144,754	144754.1%	216,682	(71,828)	-33.1%	3,931,300
Miscellaneous Revenue	2,027,158	1,809,000	218,158	12.1%	1,922,118	105,040	5.5%	4,283,000
Total OCFEC-Produced Event Revenue	6,639,077	3,264,100	3,374,977	103.4%	6,252,650	386,427	6.2%	26,753,300
Facility Rental Revenue	1,791,354	1,437,934	353,420	24.6%	1,728,042	63,312	3.7%	2,561,500
Other Event Revenue	2,198,424	1,718,200	480,224	27.9%	1,993,791	204,633	10.3%	3,153,100
Equestrian Center Revenue	60,329	49,980	10,349	20.7%	70,373	(10,043)	-14.3%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	79,542	39,770	39,772	100.0%	48,913	30,629	62.6%	164,124
Total Rental Revenue	4,129,648	3,245,884	883,764	27.2%	3,841,118	288,530	7.5%	5,964,404
Interest Earnings	33,866	32,025	1,841	5.7%	27,882	5,985	21.5%	54,900
Grants	92,844	55,500	37,344	67.3%	40,827	52,017	127.4%	74,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	-	-	-	N/A	520	(520)	-100.0%	50,000
Prior Year Revenue	-	-	-	N/A	(816)	816	-100.0%	-
Total Non-Operating Revenue	126,710	87,525	39,185	44.8%	68,413	58,298	85.2%	178,900
Total Revenue	\$ 10,895,436	\$ 6,597,509	\$ 4,297,927	65.1%	\$ 10,162,181	\$ 733,255	7.2%	\$ 32,896,604
Expenses								
Payroll and Related Expense	\$ 6,006,979	\$ 7,496,795	\$ 1,489,816	19.9%	\$ 5,741,398	\$ (265,581)	-4.6%	\$ 12,933,094
Professional Services Expense	1,052,770	1,305,916	253,146	19.4%	1,024,913	(27,857)	-2.7%	3,037,704
Directors Expense	3,680	9,342	5,662	60.6%	14,425	10,746	74.5%	13,742
Insurance Expense	281,526	276,043	(5,483)	-2.0%	216,029	(65,497)	-30.3%	281,478
Telephone & Postage Expense	62,062	83,195	21,133	25.4%	82,616	20,554	24.9%	154,627
Supplies and Equipment Expense	1,714,435	2,003,748	289,313	14.4%	1,943,008	228,573	11.8%	3,197,839
Facility and Related Expense	1,688,917	1,602,338	(86,579)	-5.4%	1,442,710	(246,208)	-17.1%	3,196,220
Publicity & Related Expense	1,149,426	970,046	(179,380)	-18.5%	1,323,906	174,479	13.2%	1,734,737
Attractions Expense	2,349,387	2,754,760	405,373	14.7%	3,139,892	790,506	25.2%	4,420,800
Other Self-Prod Event Expense	253,471	252,434	(1,037)	-0.4%	252,434	(1,037)	-0.4%	256,934
Premium Expense	14,699	54,043	39,344	72.8%	54,043	39,344	72.8%	122,284
Other Operating Expense	127,492	111,133	(16,359)	-14.7%	103,920	(23,572)	-22.7%	397,680
Total Operating Expense	14,704,844	16,919,793	2,214,949	13.1%	15,339,293	634,449	4.1%	29,747,139
Depreciation Expense	1,736,704	1,736,707	3	0.0%	1,727,263	(9,441)	-0.5%	2,977,212
Major Projects	86,560	480,700	394,140	82.0%	88,278	1,718	1.9%	480,700
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	46,035	-	(46,035)	N/A	87,342	41,307	N/A	-
Total Non-Operating Expense	1,869,299	2,217,407	348,108	15.7%	1,902,883	33,583	1.8%	3,457,912
Total Expense	\$ 16,574,144	\$ 19,137,200	\$ 2,563,056	28.8%	\$ 17,242,176	\$ 668,032	5.9%	\$ 33,205,051
Net Proceeds	\$ (5,678,708)	\$ (12,539,691)	\$ 6,860,983	54.7%	\$ (7,079,995)	\$ 1,401,287	19.8%	\$ (308,447)

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
July, 2014**

	2014	2013
Assets		
Cash	\$ 5,172,123	\$ 4,706,008
Investments	27,971,764	27,505,069
Accounts Receivable	2,513,821	2,142,824
Reserve for Bad Debt	(29,614)	(50,565)
Prepaid Assets	-	-
Current Assets	35,628,094	34,303,336
Deferred Expenses	346,890	234
Capital Projects in Process	11,242,870	2,510,374
Land	133,553	133,553
Buildings and Improvements	33,535,084	35,398,602
Equipment	249,436	828,289
Long Term Assets	45,507,833	38,871,052
Total Assets	\$ 81,135,927	\$ 73,174,388
Liabilities		
Accounts Payable	\$ 3,124,575	\$ 3,776,036
Deferred Revenue	16,269,434	15,629,902
Other Payroll Deductions	267,040	280,389
Deposits	30,000	30,000
Other Liabilities	-	174
Short Term Liabilities	19,691,049	19,716,501
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
Long Term Liabilities	1,007,530	1,017,638
Total Liabilities	20,698,579	20,734,139
Resources		
Investment in Capital Assets	45,160,943	38,918,062
Net Resources - Designated Use	816,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	20,112,193	19,845,996
Net Resources - Auction Fund	26,459	27,229
	66,116,056	59,520,244
Net Proceeds from Operations	(5,678,708)	(7,079,995)
Total Resources	60,437,348	52,440,249
Total Liabilities and Net Resources	\$ 81,135,927	\$ 73,174,388

**32nd DAA - OC Fair & Event Center
Statement of Cash Flows (Unaudited)
Year to Date - July 2014**

Cash Flows from Operating Activities: **YTD 2014**

Net Proceeds	(\$5,678,708)
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Non-Cash Expenses:

Depreciation Expense *	1,771,775
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	(2,067,364)
(Incr) Decr in Other Assets	(328,240)
Incr (Decr) in Accounts Payable	2,200,506
Incr (Decr) in Other Accrued Liabilities	16,052,718
Subtotal	15,857,620

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

11,950,687

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(6,240,233)
	(6,240,233)

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

(6,240,233)

Net Increase (Decrease) in Cash	\$5,710,454
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Cash at Beginning of Year	27,433,432
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Cash at End of Period

\$33,143,886

* Includes \$35,071 of Prior Year Expenses - Depreciation

32nd DAA - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
July, 2014

<u>Description</u>	<u>2014 Budget</u>	<u>2014 Spent</u>	<u>2014 Remaining</u>
Buildings and Improvements			
Pac Amp Renovation	10,704,000.00	5,261,021.68	5,442,978.32
ASA Sound System	75,000.00	43,636.78	31,363.22
Lot B Slurry & Stripe	230,000.00	0.00	230,000.00
Lot C Slurry & Stripe	60,000.00	0.00	60,000.00
West End Facility Electrical	531,540.00	446,454.37	85,085.63
AG Memorial	90,000.00	9,000.00	81,000.00
ASA: Re-Roof & Structure Repair	210,000.00	0.00	210,000.00
ASA: Entry Sign Replacement	12,000.00	0.00	12,000.00
ASA: Asphalt Repair & Replace	40,000.00	0.00	40,000.00
PA: Structure Wing Reno	160,000.00	323,151.99	(163,151.99)
PA: Back Stage Curtains	25,000.00	28,112.60	(3,112.60)
Livestock Ln: Elec Upgrade	35,000.00	0.00	35,000.00
Gate 2: Asphalt Drive Lane	150,000.00	0.00	150,000.00
Gate 3: Parking Shelter	10,000.00	0.00	10,000.00
Gate 10: Asphalt Repair	40,000.00	0.00	40,000.00
Parking: Signage	100,000.00	6,609.45	93,390.55
Ranch: Asphalt Repair Livestock	65,000.00	0.00	65,000.00
Total Buildings and Improvements	12,537,540.00	6,117,986.87	6,419,553.13
Carnival Improvements			
Interior Grounds Asphalt Seal	170,000.00	2,905.09	167,094.91
Lot G - Repair, Slurry & Stripe	250,000.00	0.00	250,000.00
Festival Fields: Sprinkler System	15,000.00	0.00	15,000.00
Carn Improv - Lot A: RR Utilities	0.00	35,822.06	(35,822.06)
Carn Improv - South Lawn: Pullboxes	0.00	21,297.46	(21,297.46)
Total Carnival Improvements	435,000.00	60,024.61	374,975.39
Equipment			
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Dumpsters (10ct 4x4's)	50,000.00	0.00	50,000.00
Exhibit Equipment	20,000.00	0.00	20,000.00
Compactor	40,000.00	62,221.64	(22,221.64)
Total Equipment	140,000.00	62,221.64	77,778.36
Major Projects			
ASA Repainting	160,000.00	0.00	160,000.00
Pac Amp - Paint/Repair Superstructure	170,000.00	14,571.04	155,428.96
Org Needs Assessment	43,200.00	34,700.00	8,500.00
PA: Paint Spot Light Tower	25,000.00	18,900.00	6,100.00
PA: Asphalt Color Seal	10,000.00	0.00	10,000.00
Ops: Water Truck Tank Replace	18,500.00	18,389.00	111.00
IT: Website Redesign	20,000.00	0.00	20,000.00
Bldg 10: Womens RR Exhaust Fans	14,000.00	0.00	14,000.00
IT: Ticket Booth PC's Upgrade	11,500.00	0.00	11,500.00
Lndscp: Perimeter Irrigation System	8,500.00	0.00	8,500.00
Total Major Projects	480,700.00	86,560.04	394,139.96
Total Capital Expenditures	13,593,240.00	6,326,793.16	7,266,446.84



The following financial reports as of August 31, 2014 are enclosed for your reference.

Statement of Cash Flows

As of August 31, 2014, OCFEC's cash on hand is \$36,044,544, an increase of \$8,611,112 during 2014. Operating activities have resulted in a net cash inflow of \$15,207,186 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$6,596,074 to date.

Balance Sheet

Accounts Payable increased and remains high due to Fair-related expenses not yet paid.

Income Statement

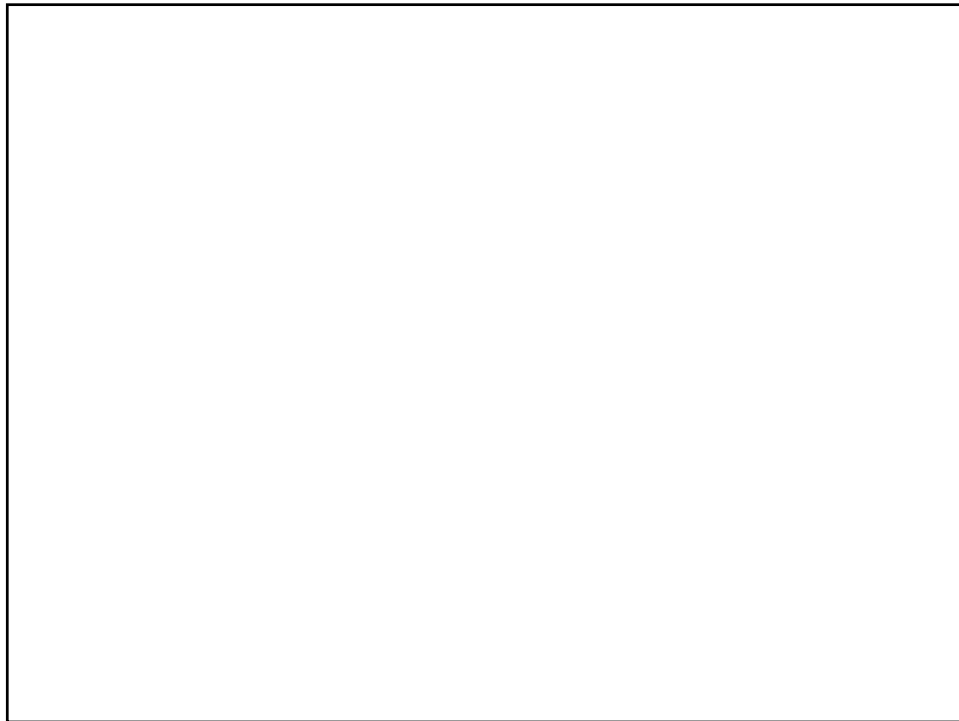
August 2014 year-to-date revenues exceed expenses by \$10,349,279, which is favorable to the budgeted net proceeds of \$3,581,196 by \$6,768,083. Excluding performance in the Major Projects category, for which the entire 2014 budget of \$481K was loaded in January, net proceeds year-to-date are favorable to budget by \$6,373,943.

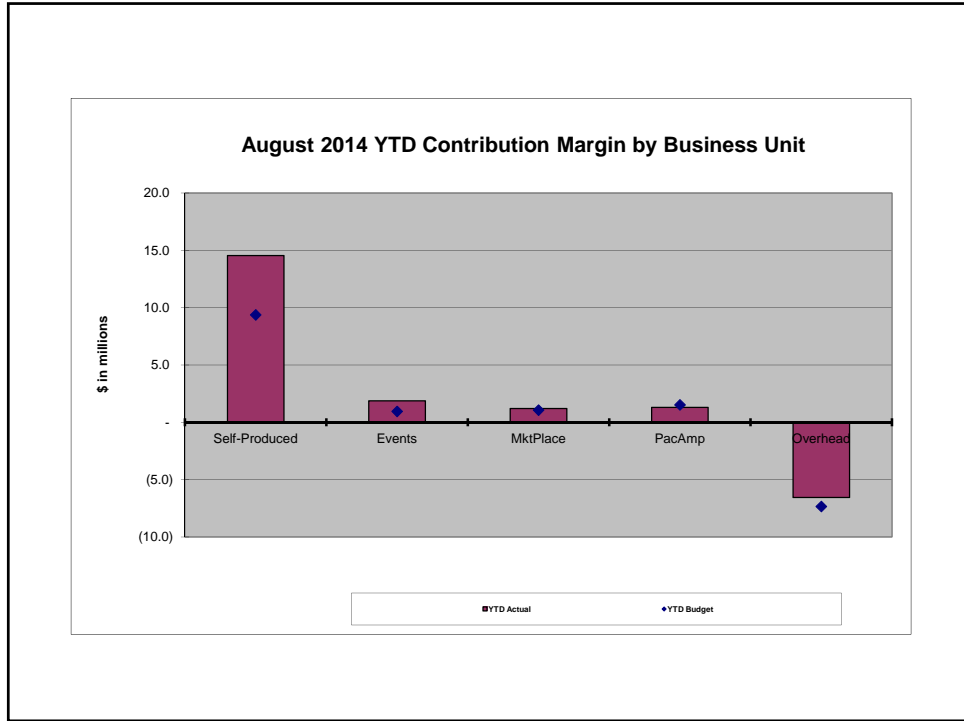
Total year-to-date revenues of \$35,583,050 are favorable to budget by \$4,726,630 primarily due to favorable performance of the Fair. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$377K and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$377K. An additional \$200K of favorable revenue performance is due to receipt of the first installment of a \$500K signing bonus from Ticketmaster which was unbudgeted (\$200K initial payment plus \$100K per year in 2015, 2016 and 2017).

Total year-to-date operating expenses of \$23,116,371 are favorable to budget by \$1,693,345. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$0.8M due primarily to timing, unfilled positions and less than anticipated employee benefits expense. Supplies and Equipment Expense exceed budget by \$119K due to rental of additional restrooms during Fair, increased equipment rental needs and procurement of improved signage and lighting. Some of this variance is due to timing of budget versus actual and will decrease in the coming months. Attractions Expense is favorable to budget by \$0.6M due to the cost of available and booked talent for the 2014 OC Fair.

Other Operating Expense exceeded budget by \$97K primarily due to increased TicketMaster and credit card fees. Variances to budget in the other major categories are primarily due to the timing of invoicing and payments as the organization closes out the 2014 OC Fair.

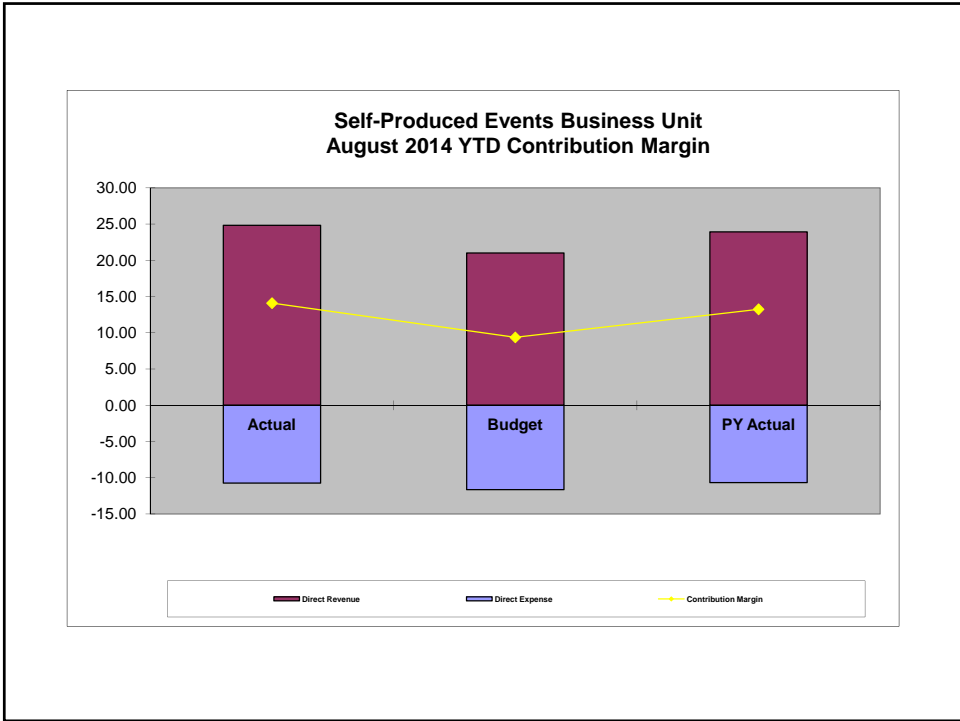
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of August 31, 2014





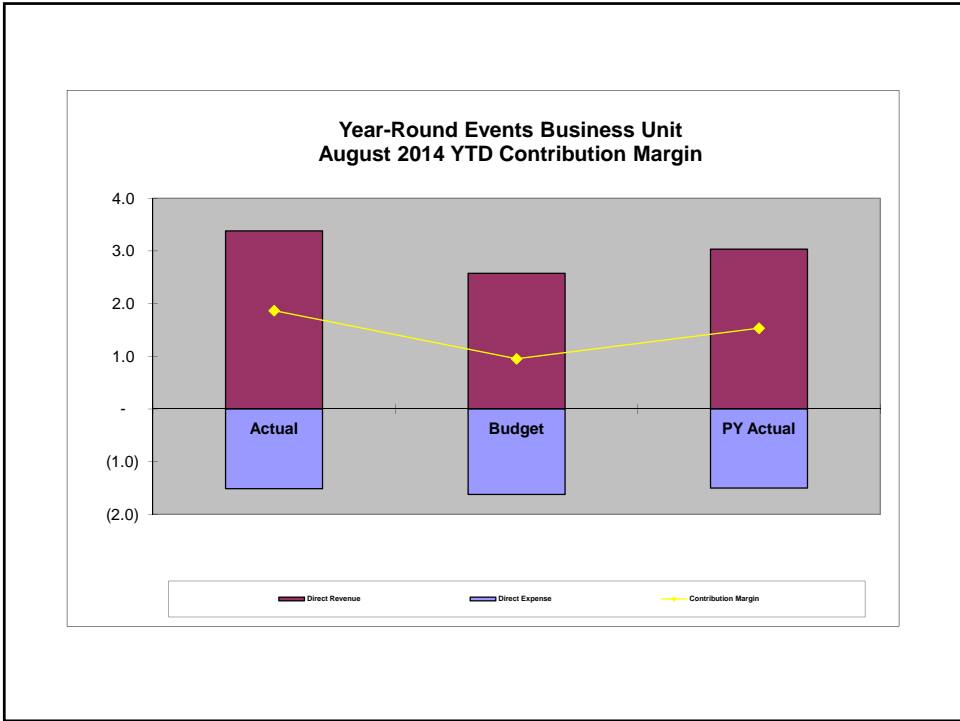
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of August, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	14.5	9.4	13.3	8.6
Events Business Unit	1.9	1.0	1.5	1.6
MarketPlace Business Unit	1.2	1.1	1.4	1.6
Pacific Amphitheatre Business Unit	1.3	1.5	1.7	1.3
Total Business Unit Contribution Margin	18.9	12.9	17.9	13.0
Net Overhead Expense (Cash)	(6.6)	(7.3)	(6.0)	(10.4)
Net Cash Provided (Used) Subtotal	12.3	5.6	11.9	2.7
Capital Expenditures	(6.6)		(2.1)	(13.1)
Balance Sheet Changes	2.8		2.5	-
Net Increase (Decrease) in Cash	8.6	5.6	12.3	(10.4)



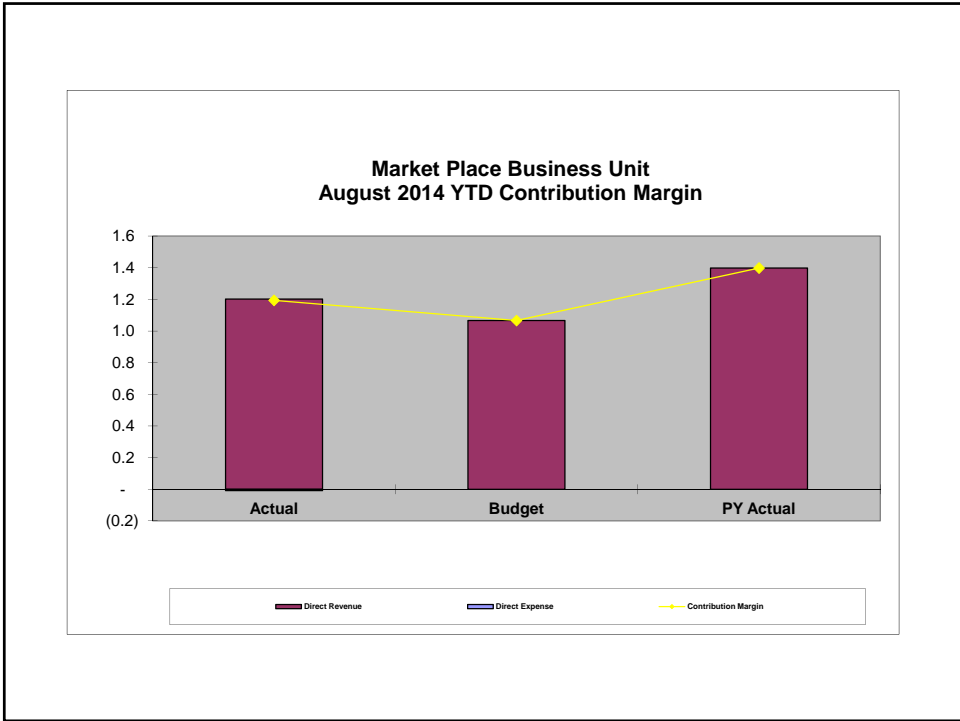
**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of August, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Admissions	\$8.3	\$7.2	\$7.6	\$7.2
Concessions	6.5	5.5	6.5	5.5
Carnival	3.5	2.7	3.3	2.7
Sponsorships	1.6	1.5	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	2.3	1.9	2.5	1.9
Other Revenue	1.1	0.8	0.9	0.8
Total Direct Revenue	24.8	21.0	23.9	21.0
Payroll/Related	3.5	3.6	3.4	4.1
Outside Services	1.4	1.9	1.7	2.1
Marketing/Related	1.2	1.4	1.3	1.4
Supplies/Equipment/Rentals	2.1	2.0	1.9	2.1
Attractions	1.2	1.4	1.1	1.4
Other Expense	1.3	1.3	1.3	1.4
Total Direct Expense	10.7	11.6	10.7	12.4
Contribution to Overhead and CapEx	\$14.1	\$9.4	\$13.3	\$8.6



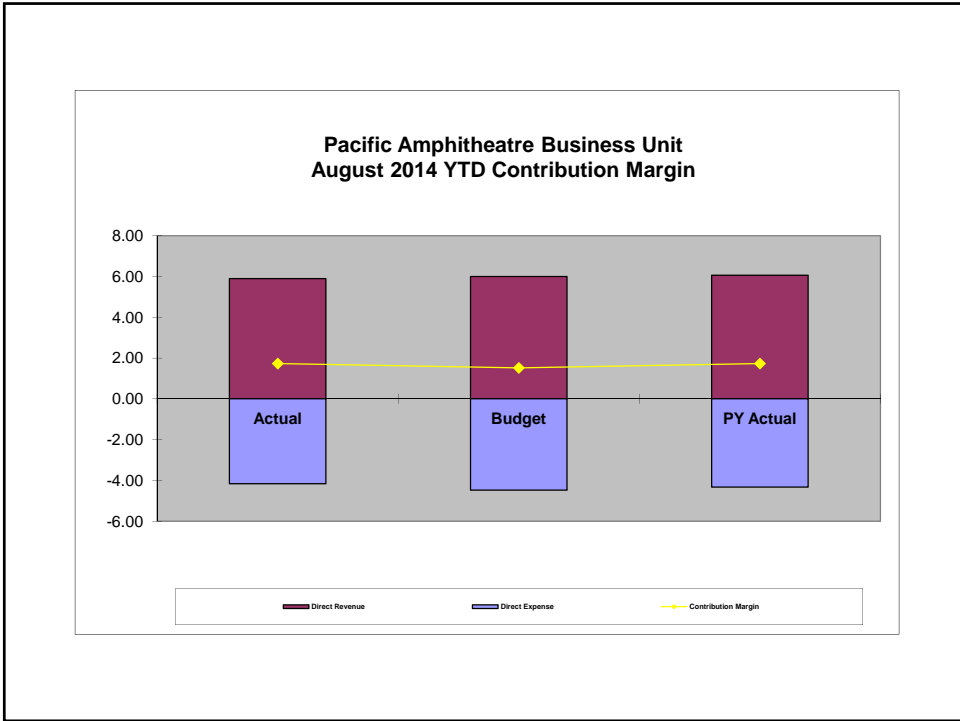
Year-Round Events Business Unit Contribution Margin Statement Year to Date as of August, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$0.9	\$0.6	\$0.8	\$1.0
Personnel Services	0.6	0.4	0.7	0.7
Concessions	0.5	0.4	0.5	0.6
Equipment Rentals	0.4	0.3	0.4	0.4
Admissions/Parking	1.0	0.8	0.7	1.2
Other Revenue	0.0	0.0	0.1	0.1
Total Direct Revenue	3.4	2.6	3.0	4.0
Payroll/Related	1.1	1.2	1.1	1.8
Outside Services	0.1	0.1	0.1	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.2	0.2	0.2	0.3
Marketing/Related	0.1	0.1	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	1.5	1.6	1.5	2.4
Contribution to Overhead and CapEx	\$1.9	\$1.0	\$1.5	\$1.6



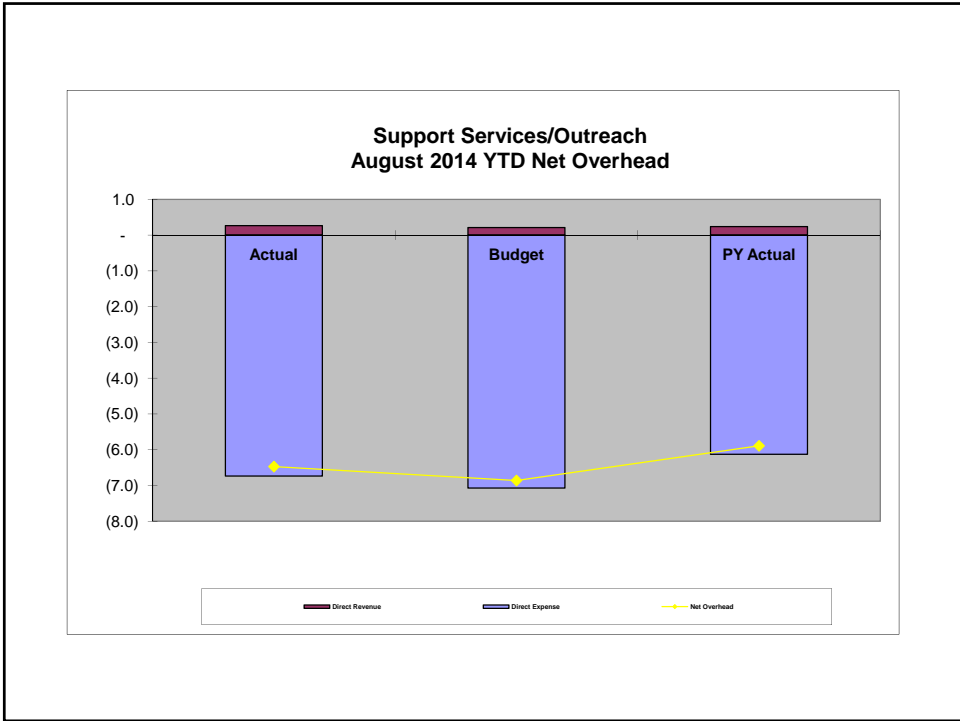
**Market Place Business Unit
Contribution Margin Statement
Year to Date as of August, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.1	\$1.1	\$1.4	\$1.6
Other Revenue	\$0.1	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$1.2	\$1.1	\$1.4	\$1.6
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Expense	\$0.0	\$0.0	\$0.0	\$0.0
Contribution to Overhead and CapEx	\$1.2	\$1.1	\$1.4	\$1.6



Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of August, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Ticket Sales	\$4.0	\$4.1	\$4.4	\$4.1
Facility Fee	0.7	0.8	0.8	0.8
Concessions	0.4	0.4	0.0	0.4
Parking	0.5	0.4	0.5	0.4
Sponsorship	0.1	0.1	0.1	0.1
Other Revenue	0.1	0.2	0.4	0.2
Total Direct Revenue	<u>5.9</u>	<u>6.0</u>	<u>6.1</u>	<u>6.0</u>
Performers' Fees	2.6	3.0	2.9	3.0
Outside Services	0.5	0.4	0.4	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.5	0.5	0.5	0.5
Payroll/Related	0.1	0.1	0.1	0.3
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	<u>4.2</u>	<u>4.5</u>	<u>4.3</u>	<u>4.7</u>
Contribution to Overhead and CapEx	<u>\$1.7</u>	<u>\$1.5</u>	<u>\$1.7</u>	<u>\$1.3</u>



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of August, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.1	\$0.2
Total Revenue	\$0.3	\$0.2	\$0.2	\$0.3
Payroll/Related	\$4.0	\$4.6	\$3.7	\$6.8
Facility/Related	\$1.3	\$1.3	\$1.2	\$1.9
Supplies/Telephone/Postage	\$0.5	\$0.5	\$0.5	\$0.6
Outside Services	\$0.5	\$0.3	\$0.3	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.2	\$0.1	\$0.2	\$0.2
Total Expense	\$6.7	\$7.1	\$6.1	\$10.2
Net Overhead	(\$6.5)	(\$6.9)	(\$5.9)	(\$9.9)
Non-Cash Expenses:				
Depreciation Expense	\$2.0	\$2.0	\$2.0	\$3.0
Total Non-Cash Expense	\$2.0	\$2.0	\$2.0	\$3.0

Note: Includes education/outreach program expenditures of \$711K

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of August, 2014**

	2014 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2013 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2014 Budget
Revenues								
Admissions to Grounds	\$ 10,020,329	\$ 8,543,000	\$ 1,477,329	17.3%	\$ 9,264,096	\$ 756,233	8.2%	\$ 8,543,000
Commercial Space Rental Revenue	1,460,983	1,378,000	82,983	6.0%	1,482,505	(21,522)	-1.5%	1,378,000
Carnival and Concessions Revenue	10,430,395	8,537,000	1,893,395	22.2%	9,875,414	554,981	5.6%	8,537,000
Exhibits Revenue	98,207	81,000	17,207	21.2%	89,400	8,807	9.9%	81,000
Attractions Revenue	3,394,115	3,931,100	(536,985)	-13.7%	4,040,342	(646,227)	-16.0%	3,931,300
Miscellaneous Revenue	5,259,840	4,268,000	991,840	23.2%	5,009,536	250,304	5.0%	4,283,000
Total OCFEC-Produced Event Revenue	30,663,868	26,738,100	3,925,768	14.7%	29,761,293	902,575	3.0%	26,753,300
Facility Rental Revenue	2,045,035	1,668,367	376,668	22.6%	2,146,221	(101,186)	-4.7%	2,561,500
Other Event Revenue	2,486,158	2,109,100	377,058	17.9%	2,418,589	67,569	2.8%	3,153,100
Equestrian Center Revenue	68,738	57,120	11,618	20.3%	80,159	(11,421)	-14.2%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	72,550	141,633	(69,083)	-48.8%	112,273	(39,723)	-35.4%	164,124
Total Rental Revenue	4,672,481	3,976,220	696,261	17.5%	4,757,242	(84,762)	-1.8%	5,964,404
Interest Earnings	41,357	36,600	4,757	13.0%	41,794	(437)	-1.0%	54,900
Grants	92,844	55,500	37,344	67.3%	40,827	52,017	127.4%	74,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	112,500	50,000	62,500	125.0%	50,520	61,980	122.7%	50,000
Prior Year Revenue	-	-	-	N/A	(816)	816	-100.0%	-
Total Non-Operating Revenue	246,701	142,100	104,601	73.6%	132,325	114,376	86.4%	178,900
Total Revenue	\$ 35,583,050	\$ 30,856,420	\$ 4,726,630	15.3%	\$ 34,650,860	\$ 932,190	2.7%	\$ 32,896,604
Expenses								
Payroll and Related Expense	\$ 8,728,447	\$ 9,578,166	\$ 849,720	8.9%	\$ 8,271,365	\$ (457,082)	-5.5%	\$ 12,933,094
Professional Services Expense	2,428,585	2,710,802	282,217	10.4%	2,484,735	56,149	2.3%	3,037,704
Directors Expense	4,519	10,342	5,823	56.3%	16,055	11,536	71.9%	13,742
Insurance Expense	286,771	276,078	(10,693)	-3.9%	246,540	(40,231)	-16.3%	281,478
Telephone & Postage Expense	80,967	100,552	19,585	19.5%	98,945	17,978	18.2%	154,627
Supplies and Equipment Expense	3,087,851	2,968,387	(119,464)	-4.0%	2,859,764	(228,086)	-8.0%	3,197,839
Facility and Related Expense	2,398,922	2,462,815	63,893	2.6%	2,363,368	(35,555)	-1.5%	3,196,220
Publicity & Related Expense	1,594,583	1,675,173	80,590	4.8%	1,565,096	(29,487)	-1.9%	1,734,737
Attractions Expense	3,807,125	4,420,800	613,675	13.9%	4,029,225	222,100	5.5%	4,420,800
Other Self-Prod Event Expense	253,471	252,434	(1,037)	-0.4%	252,434	(1,037)	-0.4%	256,934
Premium Expense	110,303	116,414	6,111	5.2%	110,150	(152)	-0.1%	122,284
Other Operating Expense	334,828	237,753	(97,075)	-40.8%	242,069	(92,758)	-38.3%	397,680
Total Operating Expense	23,116,371	24,809,716	1,693,345	6.8%	22,539,745	(576,626)	-2.6%	29,747,139
Depreciation Expense	1,984,805	1,984,808	3	0.0%	1,974,015	(10,790)	-0.5%	2,977,212
Major Projects	86,560	480,700	394,140	82.0%	109,154	22,594	20.7%	480,700
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	46,035	-	(46,035)	N/A	87,342	41,307	N/A	-
Total Non-Operating Expense	2,117,400	2,465,508	348,108	14.1%	2,170,510	53,110	2.4%	3,457,912
Total Expense	\$ 25,233,771	\$ 27,275,224	\$ 2,041,453	20.9%	\$ 24,710,256	\$ (523,515)	-0.1%	\$ 33,205,051
Net Proceeds	\$ 10,349,279	\$ 3,581,196	\$ 6,768,083	189.0%	\$ 9,940,604	\$ 408,674	4.1%	\$ (308,447)

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
August, 2014**

	2014	2013
Assets		
Cash	\$ 1,472,780	\$ 621,257
Investments	34,571,764	34,505,069
Accounts Receivable	913,934	1,219,036
Reserve for Bad Debt	(29,614)	(50,565)
Prepaid Assets	-	-
Current Assets	36,928,864	36,294,797
Deferred Expenses	130,168	234
Capital Projects in Process	11,598,711	2,626,363
Land	133,553	133,553
Buildings and Improvements	33,344,523	35,211,094
Equipment	191,897	769,046
Long Term Assets	45,398,852	38,740,290
Total Assets	\$ 82,327,716	\$ 75,035,087
Liabilities		
Accounts Payable	\$ 3,967,070	\$ 3,205,655
Deferred Revenue	479,543	953,040
Other Payroll Deductions	378,237	362,731
Deposits	30,001	35,000
Other Liabilities	-	174
Short Term Liabilities	4,854,850	4,556,601
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
Long Term Liabilities	1,007,530	1,017,638
Total Liabilities	5,862,381	5,574,239
Resources		
Investment in Capital Assets	45,268,684	38,787,299
Net Resources - Designated Use	866,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	19,954,452	19,976,758
Net Resources - Auction Fund	26,459	27,229
	66,116,056	59,520,244
Net Proceeds from Operations	10,349,279	9,940,604
Total Resources	76,465,335	69,460,849
Total Liabilities and Net Resources	\$ 82,327,716	\$ 75,035,087

**32nd DAA - OC Fair & Event Center
Statement of Cash Flows (Unaudited)
Year to Date - August 2014**

Cash Flows from Operating Activities: **YTD 2014**

Net Proceeds	\$10,349,279
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Non-Cash Expenses:

Depreciation Expense *	2,019,876
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	(467,476)
(Incr) Decr in Other Assets	(111,518)
Incr (Decr) in Accounts Payable	3,154,198
Incr (Decr) in Other Accrued Liabilities	262,827
Subtotal	2,838,031

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

15,207,186

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(6,596,074)
	(6,596,074)

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

(6,596,074)

Net Increase (Decrease) in Cash	\$8,611,112
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Cash at Beginning of Year	27,433,432
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Cash at End of Period	\$36,044,544
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* Includes \$35,071 of Prior Year Expenses - Depreciation

**32nd DAA - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
August, 2014**

Description	2014 Budget	2014 Spent	2014 Remaining
Buildings and Improvements			
Pac Amp Renovation	10,704,000.00	5,465,575.59	5,238,424.41
ASA Sound System	75,000.00	43,636.78	31,363.22
Lot B Slurry & Stripe	230,000.00	0.00	230,000.00
Lot C Slurry & Stripe	60,000.00	0.00	60,000.00
West End Facility Electrical	531,540.00	446,454.37	85,085.63
AG Memorial	90,000.00	9,000.00	81,000.00
ASA: Re-Roof & Structure Repair	210,000.00	0.00	210,000.00
ASA: Entry Sign Replacement	12,000.00	0.00	12,000.00
ASA: Asphalt Repair & Replace	40,000.00	0.00	40,000.00
PA: Structure Wing Reno	160,000.00	343,696.77	(183,696.77)
PA: Back Stage Curtains	25,000.00	36,500.07	(11,500.07)
Livestock Ln: Elec Upgrade	35,000.00	0.00	35,000.00
Gate 2: Asphalt Drive Lane	150,000.00	0.00	150,000.00
Gate 3: Parking Shelter	10,000.00	0.00	10,000.00
Gate 10: Asphalt Repair	40,000.00	0.00	40,000.00
Parking: Signage	100,000.00	6,609.45	93,390.55
Ranch: Asphalt Repair Livestock	65,000.00	0.00	65,000.00
Total Buildings and Improvements	12,537,540.00	6,351,473.03	6,186,066.97
Carnival Improvements			
Interior Grounds Asphalt Seal	170,000.00	2,905.09	167,094.91
Lot G - Repair, Slurry & Stripe	250,000.00	0.00	250,000.00
Festival Fields: Sprinkler System	15,000.00	0.00	15,000.00
Carn Improv - Lot A: RR Utilities	0.00	35,822.06	(35,822.06)
Carn Improv - South Lawn: Pullboxes	0.00	21,297.46	(21,297.46)
Total Carnival Improvements	435,000.00	60,024.61	374,975.39
Equipment			
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Dumpsters (10ct 4x4's)	50,000.00	0.00	50,000.00
Exhibit Equipment	20,000.00	0.00	20,000.00
Compactor	40,000.00	62,221.64	(22,221.64)
Rider Sweeper/Scrubber	0.00	122,355.30	(122,355.30)
Total Equipment	140,000.00	184,576.94	(44,576.94)
Major Projects			
ASA Repainting	160,000.00	0.00	160,000.00
Pac Amp - Paint/Repair Superstructure	170,000.00	14,571.04	155,428.96
Org Needs Assessment	43,200.00	34,700.00	8,500.00
PA: Paint Spot Light Tower	25,000.00	18,900.00	6,100.00
PA: Asphalt Color Seal	10,000.00	0.00	10,000.00
Ops: Water Truck Tank Replace	18,500.00	18,389.00	111.00
IT: Website Redesign	20,000.00	0.00	20,000.00
Bldg 10: Womens RR Exhaust Fans	14,000.00	0.00	14,000.00
IT: Ticket Booth PC's Upgrade	11,500.00	0.00	11,500.00
Lndscp: Perimeter Irrigation System	8,500.00	0.00	8,500.00
Total Major Projects	480,700.00	86,560.04	394,139.96
Total Capital Expenditures	13,593,240.00	6,682,634.62	6,910,605.38

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
September 2014

Check No.	Date	Vendor Name	Amount
75391	09/03/14	Association of State CA Supervisors	72.00
75392	09/03/14	Adtheorent, Inc.	10,803.50
75393	09/03/14	A & H Refrigeration, Inc.	7,380.40
75394	09/03/14	AT&T	76.51
75395	09/03/14	AT&T	803.68
75396	09/03/14	Ben's Asphalt, Inc.	7,757.00
75397	09/03/14	Blue Shield Of California	16,522.02
75398	09/03/14	California Technology Agency	715.00
75399	09/03/14	CBS Outdoor	750.00
75400	09/03/14	California Fair Services Authority	1,519.42
75401	09/03/14	California Fair Services Authority	95.00
75402	09/03/14	Classic Tents, Inc.	17,240.08
75403	09/03/14	Clear Channel Worldwide, Inc.	10,625.00
75404	09/03/14	Collective, Inc	19,386.11
75405	09/03/14	CCS Orange County Janitorial, Inc.	3,283.86
75406	09/03/14	Moor + South/Pier Management Company, L	90,421.23
75407	09/03/14	CR&R INC.	145.00
75408	09/03/14	Critical Mention, Inc.	749.75
75409	09/03/14	Department of General Services	73.57
75410	09/03/14	Department Of Human Resources	5,500.00
75411	09/03/14	Haitbrink Asphalt Paving, Inc.	14,482.80
75412	09/03/14	Myers & Sons Hi-Way Safety, Inc.	9,625.00
75413	09/03/14	IRS - ACS Support - Stop 813G	41.15
75414	09/03/14	IUOE, Craft/Maint. Division	1,092.00
75415	09/03/14	Jerry Liu & Associates	1,962.50
75416	09/03/14	Kaiser Permanente	24,214.95
75417	09/03/14	KAMP-FM / KCBS-FM	7,055.00
75418	09/03/14	KBIG FM Radio	26,456.25
75419	09/03/14	KCAL-TV/CALIFORNIA 9	10,138.80
75420	09/03/14	KCBS Television Studios	3,060.00
75421	09/03/14	KIIS FM/AM	17,862.75
75422	09/03/14	KLAX	13,387.50
75423	09/03/14	KPWR FM Radio	34,935.00
75424	09/03/14	KYSR FM	7,101.75
75425	09/03/14	Lightasmic!	22,335.00
75426	09/03/14	Lopez Works, Inc.	27,254.81
75427	09/03/14	Marketwire, Inc.	500.00
75428	09/03/14	Mobile Modular Portable Storage	5,114.00
75429	09/03/14	Gravity Technologies Inc.	349.00
75430	09/03/14	Noble Iron, Inc.	5,797.21
75431	09/03/14	Orange County Treasurer-Tax Collector	792.04
75432	09/03/14	On Trend Apparel, Inc.	1,190.37
75433	09/03/14	Ovations FanFare, LP	4,217.40
75434	09/03/14	Penhall Company dba Penhall Rentals	7,880.39
75435	09/03/14	CA Public Employees Retirement System	41,808.60

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
September 2014

Check No.	Date	Vendor Name	Amount
75436	09/03/14	Pinnacle Petroleum, Inc.	2,375.55
75437	09/03/14	Platinum Resource Group	2,817.75
75438	09/03/14	Premster Productions	28,910.22
75439	09/03/14	Quinn Company dba Quinn Power Systems	2,419.20
75440	09/03/14	Rachelle Weir	223.59
75441	09/03/14	Zano Productions	937.50
75442	09/03/14	Securitas Security Services USA, Inc.	239.40
75443	09/03/14	SEIU Local 1000 CA State Employees Asso.	3,791.77
75444	09/03/14	Quijote Corporation dba Sensis	9,625.64
75445	09/03/14	Southern California Edison	11,638.82
75446	09/03/14	Southern California Sound Image, Inc.	494,787.00
75447	09/03/14	The Gas Company	263.58
75448	09/03/14	Williams Scotsman, Inc.	1,139.41
E8444276bd3	09/03/14	US Bank	200,641.87
EP2984317767	09/03/14	Paypal, Inc.	59.95
75449	09/08/14	Franchise Tax Board	46,373.85
75450	09/10/14	American Express	201.26
75451	09/10/14	American Express	13,021.41
75452	09/10/14	Byer Geotechnical, Inc.	475.00
75453	09/10/14	DeltaCare USA	711.94
75454	09/10/14	Delta Dental Plan Of California	3,892.49
75455	09/10/14	International Speedway, Inc.	5,785.00
75456	09/10/14	Lisa Sexton	6,612.50
75457	09/10/14	Orange County Treasurer-Tax Collector	12,442.68
75458	09/10/14	Securitas Security Services USA, Inc.	319.20
75459	09/10/14	Sharon Augenstein	23.94
75460	09/10/14	South Coast Air Quality	881.48
75461	09/10/14	United Site Services Of America	8,176.61
75462	09/10/14	Sound Media Fusion, LLC	5,250.00
E14313237	09/10/14	CA Public Employees Retirement System	125,586.74
E14317973	09/10/14	CA Public Employees Retirement System	562.45
75463	09/18/14	Action Golf Cart Rentals	1,899.01
75464	09/18/14	Barbara Gregerson	56.05
75465	09/18/14	Bliss Network, LLC	1,120.00
75466	09/18/14	Burmese Club of Southern California	2,252.00
75467	09/18/14	California Fair Services Authority	122,148.87
75468	09/18/14	California Fair Services Authority	990.00
75469	09/18/14	Classic Tents, Inc.	119,167.07
75470	09/18/14	CCS Orange County Janitorial, Inc.	77,459.27
75471	09/18/14	Department of General Services	4,979.40
75472	09/18/14	Department Of Human Resources	867.00
75473	09/18/14	Gem Faire, Inc.	435.25
75474	09/18/14	Christine Gunst	180.92
75475	09/18/14	Haitbrink Asphalt Paving, Inc.	4,100.00
75476	09/18/14	Voided	0.00

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
September 2014

Check No.	Date	Vendor Name	Amount
75477	09/18/14	KBIG FM Radio	10,582.50
75478	09/18/14	KFTR	3,825.00
75479	09/18/14	Khavarian Enterprises, Inc. dba Vision C	11,932.00
75480	09/18/14	KMEX	26,052.50
75481	09/18/14	KTLA, Inc.	12,112.50
75482	09/18/14	KXOS - FM	3,876.00
75483	09/18/14	LA Weekly	2,574.00
75484	09/18/14	Long Beach Press Telegram	8,640.00
75485	09/18/14	Manatt, Phelps & Phillips, LLP	32,946.35
75486	09/18/14	Mobile Mini	72.90
75487	09/18/14	Noble Iron, Inc.	3,711.27
75488	09/18/14	Orange County Register - Advertising	3,093.00
75489	09/18/14	OC Weekly, LP	1,682.00
75490	09/18/14	Orange County Wine Society, Inc.	182.00
75491	09/18/14	One Touch Solutions	3,059.56
75492	09/18/14	Pandora Media, Inc.	15,000.00
75493	09/18/14	Penhall Company dba Penhall Rentals	1,580.45
75494	09/18/14	Voided	0.00
75495	09/18/14	Red Wing Hatchery	36.10
75496	09/18/14	Russian Souvenirs	25.00
75497	09/18/14	Safeguard Health Plans	91.82
75498	09/18/14	SpringBoard Video, LLC	20,000.00
75499	09/18/14	State Disbursement Unit	331.00
75500	09/18/14	State Controllers Office	25.00
75501	09/18/14	Teresa Dayton	37.82
75502	09/18/14	Tex*Us Guitar Shows, Inc	1,261.75
75503	09/18/14	ThyssenKrupp Elevator Corporation	726.95
75504	09/18/14	Transcend Creative Group	440.75
75505	09/18/14	Verizon Wireless	1,538.37
75506	09/18/14	XL Video, Inc.	343,183.93
75507	09/18/14	Quinn Company dba Quinn Power Systems	8,657.90
75508	09/18/14	International Assoc. Of Fairs & Expos.	775.00
75509	09/24/14	Adtheorent, Inc.	4,196.49
75510	09/24/14	A & H Refrigeration, Inc.	1,014.00
75511	09/24/14	American Electric Company	99,243.65
75512	09/24/14	Amlon Industries, Inc.	2,118.96
75513	09/24/14	Aquatic Service, Inc.	295.00
75514	09/24/14	AT&T	4,182.26
75515	09/24/14	AT&T	100.00
75516	09/24/14	B & L Productions	497.74
75517	09/24/14	BurrellesLuce	473.10
75518	09/24/14	California Fairs Financing Authority	62,089.80
75519	09/24/14	California Fair Services Authority	122,355.30
75520	09/24/14	California Fair Services Authority	1,055.00
75521	09/24/14	CCS Orange County Janitorial, Inc.	8,825.16

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
September 2014

Check No.	Date	Vendor Name	Amount
75522	09/24/14	Conetrix - Compu-Share, Inc.	829.50
75523	09/24/14	CORT Business Services, Inc.	8,369.91
75524	09/24/14	Moor + South/Pier Management Company, L	4,380.00
75525	09/24/14	CR&R INC.	4,077.72
75526	09/24/14	Favorday Church	1,500.00
75527	09/24/14	Froehlich Kow & Gong Architects, Inc.	6,840.00
75528	09/24/14	Haaker Equipment Company	5,628.32
75529	09/24/14	Hi Hopes Identity Discovery Foundation	600.00
75530	09/24/14	Jerry Eldridge	75.82
75531	09/24/14	KABC - TV	16,575.00
75532	09/24/14	KBUE - FM	3,931.25
75533	09/24/14	KCOP Television, Inc.	1,700.00
75534	09/24/14	KLAX	6,226.25
75535	09/24/14	KMEX	11,177.50
75536	09/24/14	KNBC-TV	15,555.00
75537	09/24/14	KTTV	5,240.25
75538	09/24/14	KVEA Channel 52	5,950.00
75539	09/24/14	KXOS - FM	2,482.00
75540	09/24/14	Los Angeles Times	14,163.24
75541	09/24/14	Laura McKinley	3.03
75542	09/24/14	Lisa Sexton	6,612.50
75543	09/24/14	Loomis Armored US, LLC	1,659.38
75544	09/24/14	Lopez Works, Inc.	114,238.21
75545	09/24/14	Maria Stonehouse	135.00
75546	09/24/14	Master Pool & Spa dba Hot Productions	422.50
75547	09/24/14	Meltwater News US Inc.	1,688.00
75548	09/24/14	Orange County Treasurer-Tax Collector	131.94
75549	09/24/14	Orange County Cruisin' Assoc	10,766.93
75550	09/24/14	Pacific Clippings	73.00
75551	09/24/14	Penhall Company dba Penhall Rentals	380.00
75552	09/24/14	Peter James Riojas	1,156.60
75553	09/24/14	Pinnacle Landscape Company	4,457.00
75554	09/24/14	Pitney Bowes Inc.	576.72
75555	09/24/14	Platinum Resource Group	2,720.25
75556	09/24/14	Red Wing Hatchery	36.30
75557	09/24/14	Rees Floor Covering	2,344.00
75558	09/24/14	Roy Englebrecht Promotions	8.32
75559	09/24/14	Sand Sports Super Show	150,000.00
75560	09/24/14	Quijote Corporation dba Sensis	14,910.00
75561	09/24/14	Southern California Edison	275,366.78
75562	09/24/14	Sound Media Fusion, LLC	3,000.00
75563	09/24/14	TalentWise, Inc.	106.00
75564	09/24/14	The Gas Company	1,682.74
75565	09/24/14	United States Treasury	20.70
75566	09/24/14	Ware Disposal, Inc.	3,689.52

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
September 2014

Check No.	Date	Vendor Name	Amount
75567	09/24/14	Williams Scotsman, Inc.	4,261.68
E5184DC6AAD	09/26/14	US Bank	111,956.17
Total September AP Checks/Electronic Payments			3,460,620.95

**OC Fair & Event Center
Premium Checks
September 2014**

Check No.	Date	Vendor Name	Amount
34380	9/4/2014	Caitlyn Zone	10.00
34381	9/4/2014	Cami Adams	20.00
34382	9/4/2014	Camellia Schuk	40.00
34383	9/4/2014	Cara Adams	55.00
34384	9/4/2014	Charlie Adams	35.00
34385	9/4/2014	Ching Yin Lin	120.00
34386	9/4/2014	Donna Ogata	60.00
34387	9/4/2014	Holly J. Bailey	10.00
34388	9/4/2014	Kristie Koepplin	20.00
34389	9/4/2014	Maritza Cunnison	100.00
34390	9/4/2014	Marla Borokoff	80.00
34391	9/4/2014	Mary Lee Gair	20.00
34392	9/4/2014	Patty Turrell	40.00
34393	9/4/2014	Phuong Pham	100.00
34394	9/4/2014	Veronica Cheang	20.00
34395	9/25/2014	Hailey Fletcher	300.00
34396	9/25/2014	Katie Moore	32.00
34397	9/29/2014	Sonia Nelson	10.00
Total September Premium Checks			\$1,072.00

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD SEPTEMBER 25, 2014**

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 Mouet. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED:

Vice Chair Aitken

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Jeff Willson, OCFEC; Janet Taylor, stenographer; Jerry Eldridge, OCFEC Director of Facilities; Robin Wachner, OCFEC Director of Communications; Ruby Lau, OCFEC Director of Marketing; Elaine Kumamoto, OCFEC Director of Finance; Dan Gaines, OCFEC Director of Entertainment; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Joan Hamill, OCFEC Director of Community Relations; Jason Jacobsen, OCFEC Director of Planning and Presentation; Johanna Svensson, OCFEC Creative Services Supervisor; Gary Hardesty, OCFEC; Evy Young, OCFEC; Vince Staskewicz, OCFEC; Roger Grable, Manatt, Phelps & Phillips, LLP; Larry Sasson; Gary Kutscher, OC Marathon; Reggie Mundekis; Mike Robbins; Jeanine Robbins; Bradley Zint, Daily Pilot; Kelly Shelton, City of Costa Mesa; Howard Lindsey; Beth Refakes; Ben Pickett, RCS; Clint Eastman, CPMG, Tamara Goddard, CPMG; Dennis Esslinger, OCWS; Juan Quintero, Ovations; Ryan Miller, OCMP; Stew Suchman, OCMP; Theresa Sears; Lisa Sabo; Sarah Babovic

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC CEO, introduced Michele Richards, OCFEC Chief Business Development Officer.

Richards started the recap of the 2014 OC Fair by introducing Robin Wachner, OCFEC Director of Communications; Joan Hamill, OCFEC

Director of Community Relations; Dan Gaines, OCFEC Director of Entertainment; Ruby Lau, OCFEC Director of Marketing; Tamara Goddard, CPMG Sales Team; Jason Jacobsen, OCFEC Director of Planning and Presentation; Howard Sandler, OCFEC Director of Events; Sharon Augenstein, OCFEC CFO; and Johanna Svensson, OCFEC Supervisor of Creative Services.

Richards then discussed an award from OC Parenting Magazine, the Fair cities program and flag raising ceremony, and the Board of Directors support of the Centennial Farm Foundation and the Junior Livestock Auction.

Richards then introduced Gary Kutscher, OC Marathon, who provided a recap of the OC Fair Fun Run and presented check of funds raised by the event.

Wachner provided a recap of Communications efforts during the OC Fair including media hits, mobile app downloads, and social media.

Hamill provided a recap of Community Relations efforts including competitive exhibits such as the Competitive Wine Competition and special contests, the Junior Livestock Auction, and feature exhibits.

Gaines provided a recap of entertainment offerings during the 2014 OC Fair including community and grounds entertainment, the Action Sports Arena, The Hangar and Pacific Amphitheatre. He also discussed the VIP parking program.

Lau provided a recap of Marketing efforts during the 2014 OC Fair including gate promotions, the OCTA OC Fair Express, patron survey, and advertising.

Goddard then provided a recap of the sales program including sponsorship, the Platinum Partner program, mobile marketing tours, and group ticket sales.

Jacobsen presented a recap of efforts by his department during the OC Fair including technology demands, planning and presentation, and production efforts such as the nightly Main Mall show.

Sandler presented a recap of the Commercial Space and Concessions program.

Augenstein acknowledged Jerry Eldridge, OCFEC Director of Facilities, Elaine Kumamoto, OCFEC Director of Finance, and Bianca Kulback, OCFEC Director of Human Resources, who did not participate in the

recap. She then presented “Fair by the Numbers” for the 2014 OC Fair including attendance figures and preliminary revenue figures.

Director Mouet credited the success of the Fair to teamwork.

Director Bagneris stated that based upon her experience of visiting LA County Fair, the OC Fair is hands down, a better Fair.

Svensson then announced the theme for the 2015 OC Fair as “One. Big. Party.”

Kelly Shelton, Executive Assistant to CEO Tom Hatch of the City of Costa Mesa, congratulated the Board and staff on a great year and applauded the community outreach efforts of the organization. She stated that the city appreciates its partnership with the Fair and looks forward to next year.

Lofstrom spoke of his experience with four different Fairs and four different communities and appreciated the OC Fair’s relationship with the City of Costa Mesa.

He then announced the 2015 OC Fair dates: July 17-August 16 and explained the schedule in relation to the San Diego County Fair.

Lofstrom announced a community meeting scheduled for Wednesday, October 22, 7-9 p.m.

Richards then discussed upcoming efforts to publicize the event.

Gary Hardesty discussed property-wide noise mitigation efforts and provided an update of the Pacific Amphitheatre Phase II construction project.

Director Berardino suggested booking a show for the grand opening of the Pacific Amphitheatre entrance and lobby.

Lofstrom answered that staff is looking into some kind of special event to unveil the venue.

Director Bagneris suggested holding the big names for the Fair but still doing something special for the preview.

6. PUBLIC COMMENT

None.

7. MINUTES:

A. Board Meeting held August 28, 2014

Action Item

ACTION: Director Cervantes motioned and Director Ruiz seconded to review and approve the minutes from the Board meeting held August 28, 2014. **MOTION PASSED WITH DIRECTOR LA BELLE ABSTAINING**

8. CONSENT CALENDAR

A. Standard Agreements: none.

B. Amendments: none.

C. Interagency Agreements: none.

D. Letters of Understanding: none

E. Rental Agreements: R-108-14; R-161-14; R-183-14; R-208-14;
R-211-14; R-212-14; R-214-14; R-216-14; R-217-14

F. Active Joint Powers Authority Agreements: 03213031-B

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

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Information Item

Chair Tkaczyk announced that the Market Place contract is complete.

Director Mouet on behalf of the Centennial Farm Foundation and the Educational & Agricultural Foundation Task Force, noted that he and Director Bagneris planned to meet with staff to discuss the most efficient process to proceed regarding working with Centennial Farm Foundation and the possibility of creating a second foundation.

Chair Tkaczyk discussed the idea of auctioning off old Fair banners and props as a fundraising effort.

Director Berardino on behalf of the Workers Memorial Task Force complimented Richards and staff on their efforts and noted that the

project is moving ahead.

Director Mouet discussed holding regular meetings of the Financial Monitoring Committee.

Director Mouet on behalf of the City Liaison Committee praised the efforts of staff in 2014 and looked forward to the opportunities presented by the 125th anniversary of the OC Fair.

Director Berardino on behalf of the Veterans Memorial Task Force noted that they were making steady progress and were developing next steps.

Director Berardino on behalf of the CEO Search Task Force noted that the task force is reviewing candidates and will be bringing finalists to the full Board in October.

Lofstrom on behalf of the Legislative Monitoring Task Force that AB2490 had been signed by the Governor and there were no other updates.

Director La Belle stated that the Organizational Needs Assessment Task Force will be meeting with the CEO to develop next steps and implementation of the report's recommendations.

B. OCC/OCFEC Parking Structure Update

Information Item

Lofstrom noted that he had spoken with Rich Pagel, Orange Coast College Vice President – Administrative Services, and announced that the college is still in the CEQA process. Lofstrom and Augenstein had spoken to the traffic consultant regarding issues of the structure being located on the fairgrounds. Also, Lofstrom noted that the college had met with Southern California Edison regarding the proposed pedestrian bridge.

C. Initiate Anti-Privatization Legislation

Action Item

Director Berardino introduced the item noting that the Board would need to be prepared by December to introduce anti-privatization legislation for fair properties in California. He suggested seeking the support of Western Fairs Association.

Director Mouet agreed with Director Berardino's suggestion. He then suggested that support for such legislation might be sought in the agricultural industry.

Lofstrom noted that he had spoke to Stephen Chambers of Western Fairs Association and Chambers stated that they are interested in helping OCFEC as best as they possibly can related to this iniative.

Grable noted that this motion should include the repeal of AB4X 22, the legislation establishing the 32a District Agricultural Association.

Theresa Sears agreed with the motion and spoke of making it a public process and not necessarily include Western Fairs Association. She then offered her assistance regarding the Organizational Needs Assessment.

Chair Tkaczyk asked Grable if he could contact the District Attorney's office to get an update regarding their investigation into the Fair sale.

ACTION: Director Berardino motioned and Director Bagneris seconded to initiate anti-privatization legislation statewide and ask Western Fairs Association to support such legislation. **MOTION PASSED UNANIMOUSLY**

ACTION: Director Berardino motioned and Director Bagneris seconded to work towards repeal of AB4X 22, the legislation that initiated the proposed sale of the fairgrounds and created the 32a District Agricultural Association. **MOTION PASSED UNANIMOUSLY**

D. Revise Article II, Section 4, of the Bylaws of the 32nd District Agricultural Association Regarding the Annual Meeting of the Board of Directors

Action Item

Lofstrom presented the staff report and recommendation.

Staff recommends that Article II, Section 4, be revised to state:

Annual Meeting: *The annual meeting of the Board shall be held at the office of the Association at 9:00 a.m. on the fourth Thursday of October of each year, if not a legal holiday, and if a legal holiday, then the annual meeting shall be held, at the discretion of the Board of Directors, on the preceding or next succeeding business day. The annual meeting shall be noticed in accordance with all applicable statutes, codes, and regulations.*

ACTION: Director Berardino motioned and Director La Belle seconded to approve recommended revision to Article II, Section 4, of the Bylaws of the 32nd District Agricultural Association regarding the annual meeting of the Board of Directors. **MOTION PASSED UNANIMOUSLY**

E. Architectural Design Service and Fee Proposal for Pacific Amphitheatre Seat Replacement Project

Action Item

Augenstein presented that staff report and recommendation.

Chair Tkaczyk asked if the seat vendors provide any architectural consulting services as part of their bid.

Eldridge answered that because of the time when the venue was built there are no CAD drawings for the venue and the vendors will not provide those but will help in layout and support documents required by the Department of State Architects.

Director La Belle hoped that this project could be concluded by the 2015 OC Fair.

ACTION: Director Bagneris motioned and Director Berardino seconded to approve Phase I of the Pacific Amphitheatre Seat Replacement Project at \$31,840 for architectural design services plus \$10,000 for civil engineer surveying services totaling \$41,840.

MOTION PASSED UNANIMOUSLY

Reggie Mundekis spoke about construction delays and asked that there be improved project management.

F. Receipt and File of Independent Auditor's Report and Financial Statements for the Years Ended December 31, 2012 and 2013

Information Item

Augenstein discussed the annual audit.

10. CLOSED SESSION

Chair Tkaczyk adjourned to closed session at 12:08 p.m. and resumed at 1:15 p.m.

Grable announced that Item 10C was related to the performance evaluation of Lofstrom and the consideration of his annual merit salary increase.

ACTION: Director Berardino motioned and Director Bagneris seconded to approve the annual merit salary increase for CEO Doug Lofstrom effective October 1, 2015. **MOTION PASSED UNANIMOUSLY**

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle commented upon his trip back east and thanked Chair Tkaczyk for his service as Board Chair. He then complimented Lofstrom on his accessibility as CEO and thanked staff for an outstanding job.

Director Bagneris thanked that staff for the Fair recap and thanked Chair Tkaczyk for his service.

Director Ruiz complimented staff on a great job.

Director Berardino announced that the Veteran's Day Event at OCFEC is happening. He then requested that staff help advertise the event.

Chair Tkaczyk thanked the staff for their presentation and congratulated them for a job well done.

12. NEXT BOARD MEETING: THURSDAY, OCTOBER 23, 2014

13. ADJOURNMENT

Meeting adjourned at 1:24 p.m.

Stan Tkaczyk, Chair

Doug Lofstrom, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-252-14MA	Aquatic Service, Inc.	Preventive maintenance for fountain at Main Mall	Year Round	10/01/14 - 09/30/15		\$3,380.00

Amendments

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

Interagency Agreements

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

Letters of Understanding

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

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-252-14MA	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . AQUATIC SERVICE, INC.
---	---

2. The agreement term is from 10/01/14 through 09/30/15

3. The maximum amount payable is \$ 3,380.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 3,380.00 (Attach list if applicable.)

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

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

- Exhibit A – Scope of Work – **Fountain Maintenance**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

GTC* **610** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) AQUATIC SERVICE, INC.			
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 Ken Hart, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 32232 Paseo Adelanto, Suite A, San Juan Capistrano, CA 92675 (949) 493-9548			
FUND TITLE Operating	ITEM 5230-20	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide preventive maintenance service to keep the Main Mall Fountain in good operating order. Service includes:
 - a. Weekly maintenance on fountain and pump equipment.
 - b. Test, record and adjust water level and chemistry in compliance with California Health and Safety Regulations.
 - c. Keep liquid chlorine, special chemicals and acid inventoried and available at all times.
 - d. Scrub water line tile and leaf net water surface.
 - e. Clean skimmer and pump baskets.
 - f. Check equipment for proper operation of pumps, filters, chlorinators, time clocks, and lights.
 - g. Remove any foreign material from fountain, drains and catch basin.
 - h. Backwash filters as needed.
 - i. Check and maintain equipment drains.
 - j. Maintain accurate pump charts in compliance with California Health and Safety Regulations.
2. To report to the District immediately any items in need of repair.
3. All service, maintenance, and/or repairs 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.
4. To perform the scheduled maintenance service one (1) time weekly.
5. Contractor shall provide fountain maintenance and repairs at the following rates:

Standard Maintenance	Rate	Unit
a. Fountain Service – One (1) time weekly	\$215.00	per month
Repairs		
a. Business Hours (Monday through Friday from 7:00am to 5:00pm)	\$90.00	per hour
b. Emergency/After Business Hours/Holidays	\$135.00	per hour

6. To notify the District and receive approval from District Management prior to using specialty chemicals beyond standard liquid chlorine and acid.
7. Specialty chemicals shall be provided at the following rates:

Item	Cost	Unit
a. Cynauric acid	\$2.50	per pound
b. Algaecides	\$22.00	per quart
c. Clarifiers	\$22.00	per quart
d. Foam Control	\$7.00	per quart

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

DISTRICT AGREES:

1. To pay the Contractor a total sum not to exceed THREE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$3,380.00) upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Payment will be Net 30 and delivered via US Mail upon satisfactory completion of services herein required.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5230-20

PAYMENT PROVISIONS:

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

All invoices are to be itemized and include the District's Purchase Order (PO) number 44999. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
OCTOBER 2014

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-034-14	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer show	Costa Mesa Building	09/29/14-10/05/14	\$28,266.00
R-035-14	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festivals	Consumer show	Costa Mesa Building	11/10/14-11/16/14	\$28,266.00
R-098-14	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	10/15/14-10/16/14	\$11,999.00
R-190-14	Share Our Selves	Share Our Selves "Adopt a Family"	Donation drive	Costa Mesa Building, Huntington Beach Building, The Courtyard, Santa Ana Pavilion	12/15/14-12/18/14	Payment: \$2,027.00 In-Kind Trade: \$22,611.00
R-194-14	International Interior Design Association, Southern California Chapter	NeoConnect 2014	Trade show	The Hangar	10/14/14	\$9,799.00
R-195-14	Ultimate Trade Shows & Events, Inc.	The Ultimate Home & Outdoor Living Expo	Consumer show	Los Alamitos Building	10/03/14-10/06/14	\$17,428.50
R-200-14	COMAQ North America	COMAQ - Automotive Market Research for 2015 Vehicles	Automotive research	Los Alamitos Building	11/12/14-11/19/14	\$24,592.00
R-204-14	Apex Performance, LLC	2015 Camry/Sienna/ Yaris Launch Sales Training	Market research / Ride & Drive	The Hanger, Lot I	10/27/14-10/29/14	\$16,212.00
R-207-14	Camplighters	Trailer Rally	Camping	Campground	11/13/14-11/16/14	\$25 per night per trailer
R-210-14	626 Night Market	OC Night Market	Asian food festival	Main Mall, OC Promenade, Lot I	10/08/14-10/13/14	\$82,828.50
R-213-14	Vagabondias	Trailer Rally	Camping	Campground	11/13/14-11/16/14	\$25 per night per trailer
R-218-14	The Cut Handcrafted Burgers	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-220-14	Sol Handcrafted Paletas	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-222-14	Favorday Church dba River Church	River Church Service	Church service	The Hangar	10/04/14-10/05/14	\$15,406.00
R-224-14	OC My Gaga	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-225-14	Haole Boys Shave Ice	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-226-14	Falosophy	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-229-14	Stickaberry	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-001-15	The Expo Pros	California Baby & Kidz Expo	Consumer show	Huntington Beach Building	01/16/15-01/18/15	\$9,337.50
R-005-15	Adcom Publishing, Inc.	Brideworld Expo	Bridal show	Anaheim Building, Los Alamitos Building	01/02/15-01/03/15	\$12,242.00

OC FAIR & EVENT CENTER
 RENTAL AGREEMENTS FOR BOARD APPROVAL
 OCTOBER 2014

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-006-15	WWSRA	Southern California Preview of Ski Apparel	Consumer show	Anaheim Building	01/06/15-01/08/15	\$10,094.50
R-007-15	Tex*us Guitar Shows, Inc.	CA World Guitar Show	Consumer show	The Hangar	01/23/15-01/26/15	\$15,190.00
R-008-15	Gem Faire, Inc.	Gem Faire	Consumer show	Costa Mesa Building, Santa Ana Pavilion	02/27/15-03/01/15	\$43,178.50
R-010-15	Union of the Vietnamese Student Assoc Southern California	UVSA - Tet Festival	Cultural Festival	Los Alamitos Building, Lot 1	02/16/15-02/23/15	\$100,951.00

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises from: **September 29 - October 5, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Sugar Plum Arts & Crafts Festivals

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

\$28,266.00

- 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.

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

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

By _____

By _____

Title: **Camilla Richter, Promoter**

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

EXHIBIT A - October

Event Information

Event Name: Sugar Plum Arts & Crafts Festivals
 Contact Person: Camilla Richter
 Event Dates: 10/02/2014 - 10/04/2014

Contract No: R-034-14
 Phone: (562) 598-0857
 Hours: Thursday: 10:00 AM - 8:00 PM
 Friday: 10:00 AM - 8:00 PM
 Saturday: 9:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday Costa Mesa Building (#10)	09/29/2014 03:00 PM - 10:00 PM	Move In	987.50
Tuesday Costa Mesa Building (#10)	09/30/2014 08:00 AM - 10:00 PM	Move In	1,975.00
Wednesday Costa Mesa Building (#10)	10/01/2014 08:00 AM - 10:00 PM	Move In	1,975.00
Thursday Costa Mesa Building (#10)	10/02/2014 10:00 AM - 08:00 PM	Event	3,950.00
Friday Costa Mesa Building (#10)	10/03/2014 10:00 AM - 08:00 PM	Event	3,950.00
Saturday Costa Mesa Building (#10)	10/04/2014 09:00 AM - 05:00 PM	Event	3,950.00
Sunday Costa Mesa Building (#10)	10/05/2014 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - October 05, 2014 to avoid additional charges.

Total: 16,787.50

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	10/02/2014 - 10/04/2014	1.00 EA	50.00 EA/DAY	150.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Hang Tag - 3 Day	Estimate 120	120.00 EA	12.00 EA	1,440.00
Portable Electronic Message Board	10/02/2014 - 10/04/2014	1.00 EA	75.00 EA/DAY	225.00
Public Address System (Per Building; Microphone and Stand Included)	10/01/2014 - 10/04/2014	1.00 EA	75.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,020.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Event Day				
Grounds Attendant Lead	10/02/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/02/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	10/02/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	10/03/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/03/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	10/03/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	10/04/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/04/2014 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Janitorial Attendant	10/04/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00

EXHIBIT A - October

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50HR	156.00

Event Sales & Services

Event Coordinator	10/02/2014 09:00 AM - 08:00 PM	1.00 EA	40.00HR	440.00
Event Coordinator	10/03/2014 09:00 AM - 08:00 PM	1.00 EA	40.00HR	440.00
Event Coordinator	10/04/2014 08:00 AM - 05:00 PM	1.00 EA	40.00HR	360.00

Parking

Parking Attendant Lead	10/01/2014 09:00 AM - 07:00 PM	1.00 EA	30.00HR	300.00
Parking Attendant	10/01/2014 09:00 AM - 07:00 PM	2.00 EA	19.50HR	390.00

Technology

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

S.E.L.I. Insurance	10/02/2014 - 10/04/2014	3.00 EA	225.00 EA/DAY	675.00
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(Includes coverage for move-in/move-out period listed on Rental Agreement)

Total: 5,958.50

Summary

Facility Rental Total	\$16,787.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,978.50
Refundable Deposit	\$1,500.00

Grand Total: \$28,266.00

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	CHECK # 27275 PAID 08/06/2014	\$19,563.00
Second Payment	08/29/2014	\$8,703.00

Total: \$28,266.00

Payment Total: \$28,266.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

November 10 - 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:

Sugar Plum Arts & Crafts Festivals

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

\$28,266.00

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.

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

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

By _____

By _____

Title: Camilla Richter, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A - November

Event Information

Event Name: Sugar Plum Arts & Crafts Festivals
 Contact Person: Camilla Richter
 Event Dates: 11/13/2014 - 11/15/2014

Contract No: R-035-14
 Phone: (562) 598-0857
 Hours: Thursday: 10:00 AM - 8:00 PM
 Friday: 10:00 AM - 8:00 PM
 Saturday: 9:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>
<u>Monday</u>	<u>Date-Time</u>				
Costa Mesa Building (#10)	11/10/2014 03:00 PM - 10:00 PM	Move In			987.50
<u>Tuesday</u>					
Costa Mesa Building (#10)	11/11/2014 08:00 AM - 10:00 PM	Move In			*1,975.00
<u>Wednesday</u>					
Costa Mesa Building (#10)	11/12/2014 08:00 AM - 10:00 PM	Move In			1,975.00
<u>Thursday</u>					
Costa Mesa Building (#10)	11/13/2014 10:00 AM - 08:00 PM	Event			3,950.00
<u>Friday</u>					
Costa Mesa Building (#10)	11/14/2014 10:00 AM - 08:00 PM	Event			3,950.00
<u>Saturday</u>					
Costa Mesa Building (#10)	11/15/2014 09:00 AM - 05:00 PM	Event			3,950.00
<u>Sunday</u>					
Costa Mesa Building (#10)	11/16/2014 06:00 AM - 12:00 PM	Move Out			No Charge
*State Holiday					
-Move out must be completed by 12:00 Noon on Sunday - November 16, 2014 to avoid additional charges.					
Total:					16,787.50

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	11/13/2014 - 11/15/2014	1.00 EA	50.00 EA/DAY	150.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Hang Tags - 3 Day	Estimate 120	120.00 EA	12.00 EA	1,440.00
Portable Electronic Message Board	11/13/2014 - 11/15/2014	1.00 EA	75.00 EA/DAY	225.00
Public Address System (Per Building; Microphone and Stand Included)	11/12/2014 - 11/15/2014	1.00 EA	75.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,020.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Event Day</u>				
Grounds Attendant Lead	11/13/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	11/13/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	11/13/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	11/14/2014 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	11/14/2014 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	11/14/2014 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	11/15/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/15/2014 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Janitorial Attendant	11/15/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00

EXHIBIT A - November

Event Information

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

Event Sales & Services

Event Coordinator	11/13/2014 09:00 AM - 08:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	11/14/2014 09:00 AM - 08:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	11/15/2014 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00

Parking

Parking Attendant Lead	11/12/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	11/12/2014 09:00 AM - 07:00 PM	2.00 EA	19.50 HR	390.00

Technology

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

S.E.L.I. Insurance	11/13/2014 - 11/15/2014	3.00 EA	225.00 EA/DAY	675.00
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(Includes coverage for move-in/move-out period listed on Rental Agreement)

Total: 5,958.50

Summary

Facility Rental Total	\$16,787.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,978.50
Refundable Deposit	\$1,500.00

Grand Total: \$28,266.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/11/2014	\$9,422.00
Second Payment	09/10/2014	\$9,422.00
Third Payment	10/10/2014	\$9,422.00

Total: \$28,266.00

Payment Total: \$28,266.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** 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 - 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:

Fight Club OC

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

\$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. 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.

**Roy Englebrecht Promotions
P.O. Box 10205
Newport Beach, CA 92658**

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

By _____

By _____

Title: Roy Englebrecht, Owner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A - Thursday

Event Information

Event Name: Fight Club OC
 Contact Person: Roy Englebrecht
 Event Date: 10/16/2014

Contract No: R-098-14
 Phone: (949) 760-3131
 Hours: Happy Hour: 5:30 - 7:30PM 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 Rental Fees		Activity	Actual
Facility and/or Area Fees	Date-Time		
Wednesday			
The Hangar	10/15/2014 06:00 AM - 11:00 PM	Move In	500.00
Thursday			
The Hangar	10/16/2014 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	10/16/2014	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	10/16/2014 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	10/16/2014 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/16/2014 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	10/16/2014 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	10/16/2014 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
Safety & Security				
Security Attendant Lead	10/16/2014 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	10/16/2014 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00

EXHIBIT A - Thursday

Event Information

Security Attendant	10/16/2014 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
Technology				
Technology Attendant	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
Outside Services				
Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 EA	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00

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

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/01/2014	\$6,500.00
Second Payment (<i>Balance</i>)	10/08/2014	\$5,499.00

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 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.

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.

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.

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Share Our Selves 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 15 - 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:

Share Our Selves "Adopt a Family" Annual Program

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

\$22,611.00 In-Kind Trade
\$2,027.00 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.

Share Our Selves
1550 Superior Avenue
Costa Mesa, CA 92627

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

By _____

By _____

Title: Vanessa Ontiveros, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Share Our Selves "Adopt a Family" Annual Program
 Contact Person: Vanessa Ontiveros
 Event Date: 12/18/2014

Contract No: R-190-14
 Phone: (949) 270-2150
 Hours: 6:00 AM - 5:00 PM

Vehicle Parking Fee: N/A

Projected Attendance: 1,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Costa Mesa Building (#10)	12/15/2014 06:00 AM - 11:59 PM	Move In	1,975.00*
Courtyard	12/15/2014 06:00 AM - 11:59 PM	Move In	275.00*
Huntington Beach Building (#12)	12/15/2014 06:00 AM - 11:59 PM	Move In	1,475.00*
Santa Ana Pavilion (Parade of Products)	12/15/2014 06:00 AM - 11:59 PM	Move In	775.00*
Tuesday			
Costa Mesa Building (#10)	12/16/2014 06:00 AM - 11:59 PM	Move In	1,975.00*
Courtyard	12/16/2014 06:00 AM - 11:59 PM	Move In	275.00*
Huntington Beach Building (#12)	12/16/2014 06:00 AM - 11:59 PM	Move In	1,475.00*
Santa Ana Pavilion (Parade of Products)	12/16/2014 06:00 AM - 11:59 PM	Move In	775.00*
Wednesday			
Costa Mesa Building (#10)	12/17/2014 06:00 AM - 11:59 PM	Move In	1,975.00*
Courtyard	12/17/2014 06:00 AM - 11:59 PM	Move In	275.00*
Huntington Beach Building (#12)	12/17/2014 06:00 AM - 11:59 PM	Move In	1,475.00*
Santa Ana Pavilion (Parade of Products)	12/17/2014 06:00 AM - 11:59 PM	Move In	775.00*
Thursday			
Costa Mesa Building (#10)	12/18/2014 06:00 AM - 05:00 PM	Event	3,950.00*
Courtyard	12/18/2014 06:00 AM - 05:00 PM	Event	550.00*
Huntington Beach Building (#12)	12/18/2014 06:00 AM - 05:00 PM	Event	2,950.00*
Santa Ana Pavilion (Parade of Products)	12/18/2014 06:00 AM - 05:00 PM	Event	1,550.00*

*See In-Kind Trade details under payment schedule

Total: In-Kind Trade Value = \$22,500.00*

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 15	15.00 EA	18.00 EA	270.00
Electrical Usage Rate	Estimate Only	1.00 EA	150.00 EVT	150.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift (1 Banner)	Estimate 2 Hours	2.00 HR	55.50 HR	In-Kind*
Picnic Table (Rectangular & Round)	Estimate 2	2.00 EA	15.00 EA	30.00
Portable Electronic Message Board	12/18/2014	1.00 EA	75.00 EA/DAY	75.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Umbrella	Estimate 2	TBD EA	10.00 EA	TBD

*See In-Kind Trade details under payment schedule

*In-Kind Trade Total = \$111.00

Total: 975.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Ground Attendant (Equipment Operator)	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	12/16/2014 08:00 AM - 10:00 AM	2.00 EA	19.50 HR	78.00
Janitorial Attendant	12/17/2014 08:00 AM - 10:00 AM	2.00 EA	19.50 HR	78.00
Event Day				
Janitorial Attendant	12/18/2014 08:00 AM - 10:00 AM	2.00 EA	19.50 HR	78.00
Janitorial Attendant	12/18/2014 12:00 PM - 02:00 PM	2.00 EA	19.50 HR	78.00
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Parking				
Parking Attendant Lead	12/15/2014 06:00 AM - 11:00 AM	1.00 EA	30.00 HR	150.00
Parking Attendant	12/18/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00

Total: 852.00

Summary

EXHIBIT A

Event Information

OCFEC In-Kind Trade:

Facility Rental Total \$22,500.00
Estimated Equipment, Reimbursable Personnel and Services Total \$111.00

In-Kind Trade Total: \$22,611.00

Estimated Equipment, Reimbursable Personnel and Services Total \$1,827.00
Refundable Deposit \$200.00

Grand Total: \$2,027.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/15/2014	\$676.00
Second Payment	10/15/2014	\$676.00
Third Payment	11/14/2014	\$675.00

Total: \$2,027.00

Payment Total: \$2,027.00

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.

Monday - December 15, 2014: Move In Schedule

Move in cannot be guaranteed at 6:00 AM on Monday - December 15, 2014. Time is subject to availability if buildings and facility areas are rented to other events on the weekend of December 12-14, 2014. Depending upon the length of tear down and facility cleanup for weekend events, move in for Share Our Selves may not be able to take place until after buildings become available sometime between 12:00 Noon to 3:00 PM.

In-Kind Trade

The Share Our Selves In-Kind Trade to be provided to the OCFEC will consist of promotional advertisement as outlined below. Share Our Selves will send or fax copies of the mutually agreed upon advertisement prior to publication.

The official event location "OC Fair & Event Center" will be presented in advertising mediums as follows:

1. Sponsorship letters and signup forms (Sent to approximately 5,400 individuals)
2. Email Blast (Two email blasts sent to approximately 4,100 individuals)
3. Logo on Share Our Selves website (From October 15 - December 31, 2014)
4. Thank you emails to all donors who "adopt" and/or donate in-kind items or cash (Sent to approximately 1,000 individuals)
5. Social media inclusion
6. Logo on event banner

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and International Interior Design Association Southern California Chapter hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 14, 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:

NeoConnect 2014 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:

\$9,799.00

- 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.

**International Interior Design Association
Southern California Chapter
1933 South Broadway, Suite 1024
Los Angeles, CA 90007**

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

By _____

By _____

Title: Lisa Van Niekerk, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: NeoConnect 2014
 Contact Person: Lisa Van Niekerk
 Event Date: 10/14/2014

Contract No: R-194-14
 Phone: (949) 482-8600
 Hours: 4:30 PM - 8:30 PM

Admission Price: Member: \$20.00 Non-Member: \$25.00 Student: \$5.00

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 600

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	10/14/2014 04:30 PM - 08:30 PM	Event	3,150.00

-Move out must be completed by 11:59 PM on Tuesday - October 14, 2014 to avoid additional charges.

Total: 3,150.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	10/14/2014	2.00 EA	75.00 EA/DAY	150.00
Portable Public Address System	10/14/2014	1.00 EA	120.00 EA/DAY	120.00
Public Address System (Per Building)	10/14/2014	1.00 EA	75.00 EA/DAY	75.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wi-Fi Open Connection	TBD	TBD EA	175.00 EA/DAY	TBD
Total:				1,027.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 1 Hour	1.00 HR	19.50 HR	19.50
Electrician	TBD	TBD HR	45.00 HR	TBD
<u>Event Day</u>				
Grounds Attendant Lead	10/14/2014 03:30 PM - 08:30 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/14/2014 03:30 PM - 08:30 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	10/14/2014 03:30 PM - 08:30 PM	2.00 EA	19.50 HR	195.00
<u>Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	TBD	TBD HR	45.00 HR	TBD
<u>Event Sales & Services</u>				
Event Coordinator	10/14/2014 03:30 PM - 08:30 PM	1.00 EA	40.00 HR	200.00
<u>Parking</u>				
<u>Set Up</u>				
Parking Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Parking Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
<u>Safety & Security</u>				
Security Attendant	10/14/2014 04:00 PM - 09:00 PM	4.00 EA	19.50 HR	390.00
<u>Technology</u>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
Technology Attendant	TBD	TBD HR	35.00 HR	TBD

Total: 1,722.00

Summary

Facility Rental Total	\$3,150.00
Estimated Equipment, Reimbursable Personnel and Service Total	\$2,749.00
Parking Buyout	\$2,400.00
Refundable Deposit	\$1,500.00
Grand Total:	\$9,799.00

EXHIBIT A

Event Information Payment Schedule

Payment Schedule

First Payment

Due Date
09/15/2014

Amount
\$9,799.00

Payment Total:

\$9,799.00

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 Oventions, the OC FEC Master Concessionaire.

Note: The amount due includes an estimate for personnel and equipment usage. A summary of actual usage will be furnished to IIDA Southern California Chapter. Any personnel and equipment not used for the event will be refunded within 3 weeks of event conclusion.

DRAFT

REVIEWED _____

DATE **October 15, 2014**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Ultimate Trade Shows & Events, 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 3 - 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:

The Ultimate Home & Outdoor Living Expo

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

\$17,428.50

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.

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

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

By _____

By _____

Title: Sylvia Andersen, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: The Ultimate Home & Outdoor Living Expo
 Contact Person: Sylvia Andersen
 Event Dates: 10/04/2014 - 10/05/2014

Contract No: R-195-14
 Phone: (801) 599-6664
 Hours: Saturday: 10:00 AM - 7:00 PM
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$5.00 Senior (60 +): \$3.00 Child: 11 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility and/or Area Fees

Facility Rental Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday Los Alamitos Building (#14)	10/03/2014 09:00 AM - 09:00 PM Move In	1,275.00
Saturday Los Alamitos Building (#14)	10/04/2014 10:00 AM - 07:00 PM Event	2,550.00
Sunday Los Alamitos Building (#14)	10/05/2014 10:00 AM - 05:00 PM Event	2,550.00
Monday Los Alamitos Building (#14)	10/06/2014 06:00 AM - 12:00 PM Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - October 6, 2014 to avoid additional charges.

Total: 6,375.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 6	6.00 EA	25.00EA	150.00
50 Amp Drop	Estimate 4	4.00 EA	75.00EA	300.00
Dumpster	Estimate 9	9.00 EA	18.00EA	162.00
Electrical Splitter Box- Inside	Estimate 3	3.00 EA	55.00EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00EVT	1,000.00
Forklift	Estimate 9 Hours	9.00 HR	75.00HR	675.00
Man Lift	Estimate 5 Hours	5.00 HR	75.00HR	375.00
Marquee Board (7 Consecutive Days)	09/29/2014 - 10/05/2014	1.00 EA	450.00WK	450.00
Portable Electronic Message Board	10/04/2014 - 10/05/2014	2.00 EA	75.00EA/DAY	300.00
Public Address System (Per Building)	10/04/2014 - 10/05/2014	1.00 EA	75.00EA/DAY	150.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00HR	300.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00HR	150.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00EA	100.00
Wind Master Sign (Small)	Estimate 6	6.00 EA	36.00EA	216.00

Total: 4,493.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50HR	78.00
Electrician	Estimate 5 Hours	5.00 HR	45.00HR	225.00
Event Days				
Grounds Attendant Lead	10/04/2014 09:00 AM - 07:00 PM	1.00 EA	30.00HR	300.00
Grounds Attendant	10/04/2014 09:00 AM - 07:00 PM	1.00 EA	19.50HR	195.00
Janitorial Attendant	10/04/2014 09:00 AM - 07:00 PM	2.00 EA	19.50HR	390.00
Electrician	10/04/2014 09:00 AM - 07:00 PM	1.00 EA	45.00HR	450.00
Grounds Attendant Lead	10/05/2014 09:00 AM - 05:00 PM	1.00 EA	30.00HR	240.00
Grounds Attendant	10/05/2014 09:00 AM - 05:00 PM	1.00 EA	19.50HR	156.00
Janitorial Attendant	10/05/2014 09:00 AM - 05:00 PM	2.00 EA	19.50HR	312.00
Electrician	10/05/2014 09:00 AM - 05:00 PM	1.00 EA	45.00HR	360.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50HR	97.50

EXHIBIT A

Event Information

Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00
<u>Event Sales & Services</u>				
Event Coordinator	10/04/2014 09:00 AM - 07:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	10/05/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
<u>Parking</u>				
Parking Attendant Lead	10/03/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	10/03/2014 08:00 AM - 05:00 PM	3.00 EA	19.50 HR	526.50
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Creative Services (<i>Signage</i>)	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

Total: 5,060.50

Summary

Facility Rental Total	\$6,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,553.50
Refundable Deposit	\$1,500.00

Grand Total: \$17,428.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/15/2014	\$17,428.50

Total: \$17,428.50

Payment Total: \$17,428.50

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 Oventions, the OCFEC Master Concessionaire.

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 12 - 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:

COMAQ - Automotive Market Research for 2015 Vehicles

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

\$24,592.00

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.

COMAQ North America
627 Charlesina Drive
Rochester, MI 48306

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

By _____

By _____

Title: Steve Petrick, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: COMAQ - Automotive Market Research for 2015 Vehicles
 Contact Person: Steve Petrick
 Event Dates: 11/14/14 - 11/19/14

Contract No: R-200-14
 Phone: (278) 496-7874
 Hours: 7:00 AM - 10:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 10 Per Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Los Alamitos Building (#14)	11/12/2014 08:00 AM - 11:00 PM	Move In	1,275.00
Thursday			
Los Alamitos Building (#14)	11/13/2014 06:00 AM - 11:00 PM	Move In	1,275.00
Friday			
Los Alamitos Building (#14)	11/14/2014 07:00 AM - 10:00 PM	Event	2,550.00
Saturday			
Los Alamitos Building (#14)	11/15/2014 07:00 AM - 10:00 PM	Event	2,550.00
Sunday			
Los Alamitos Building (#14)	11/16/2014 07:00 AM - 10:00 PM	Event	2,550.00
Monday			
Los Alamitos Building (#14)	11/17/2014 07:00 AM - 10:00 PM	Event	2,550.00
Tuesday			
Los Alamitos Building (#14)	11/18/2014 07:00 AM - 10:00 PM	Event	2,550.00
Wednesday			
Los Alamitos Building (#14)	11/19/2014 07:00 AM - 10:00 PM	Event	2,550.00
-Move out must be completed by 11:59 PM on Wednesday - November 19, 2014 to avoid additional charges.			Total: 17,850.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	TBD	TBD EA	125.00 EA/DAY	TBD
45 MB Internet - Static IP	TBD	TBD EA	400.00 EA/DAY	TBD
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00
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 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	TBD	TBD EA	75.00 EA/DAY	TBD
			Total:	2,633.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Event Day				
Lunch: 12:00 - 2:00 PM; Dinner: 5:00 - 7:00 PM				
Janitorial Attendant	11/14/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/14/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/15/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/15/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/16/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/16/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/17/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/17/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00

EXHIBIT A

Event Information

Janitorial Attendant	11/18/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/18/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/19/2014 Estimate 4 Hours in the AM	4.00 HR	19.50 HR	78.00
Janitorial Attendant	11/19/2014 Estimate 4 Hours in the PM	4.00 HR	19.50 HR	78.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Parking				
Parking Attendant Lead	11/13/2014 Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	11/13/2014 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Technology				
Technology Attendant	TBD	TBD HR	35.00 HR	TBD
Outside Service				
State Fire Marshal	Estimate Only (Plan Review and/or Onsite Inspection)	1.00 HR	263.00 HR	263.00
			Total:	2,189.00

Summary

Facility Rental Total				\$17,850.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$4,822.00
Parking Buyout (Based on 10 vehicles per event day)				\$420.00
Refundable Deposit				\$1,500.00
			Grand Total:	\$24,592.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>	
First Payment	08/29/2014	\$6,500.00	
Second Payment	09/15/2014	\$18,092.00	
		Total:	\$24,592.00
Payment Total:		\$24,592.00	

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 Oventions, the OCFEC Master Concessionaire.

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 27 - 29, 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:

2015 Camry/Sienna/Yaris Launch Sales Training

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

\$16,212.00

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

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

**Apex Performance, LLC.
25 Empire Drive, Suite 200
Lake Forest, CA 92630**

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

By _____

By _____

Title: Lauren Kerivan, Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: 2015 Camry/Sienna/Yaris Launch Sales Training
 Contact Person: Christine Stringer
 Event Dates: 10/28/2014 - 10/29/2014

Contract No: R-204-14
 Phone: (949) 916-2055
 Hours: Tuesday: 6:30 AM - 5:30 PM
 Wednesday: 6:30 AM - 5:30 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 150 Per Day

Facility and/or Area Fees		Facility Rental Fees		Activity	Actual	
	Date-Time					
Monday						
The Hangar	10/27/2014 08:00 AM - 04:00 PM			Move In	500.00	
Parking Lot I	10/27/2014 08:00 AM - 04:00 PM			Move In	250.00	
Tuesday						
The Hangar	10/28/2014 06:30 AM - 05:30 PM			Event	3,150.00	
Parking Lot I	10/28/2014 06:30 AM - 05:30 PM			Event	1,650.00	
Wednesday						
The Hangar	10/29/2014 06:30 AM - 05:30 PM			Event	3,150.00	
Parking Lot I	10/29/2014 06:30 AM - 05:30 PM			Event	1,650.00	
- Move out must be completed by 11:59 PM on Wednesday - October 29, 2014 to avoid additional charges.					Total:	10,350.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
17.5 MB Internet Connection	TBD	TBD EA	125.00 EA/DAY	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				1,191.00

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Event Day				
Janitorial Attendant	10/28/2014 Estimate 6 Hours in the AM	2.00 EA	19.50 HR	234.00
Janitorial Attendant	10/28/2014 Estimate 6 Hours in the PM	2.00 EA	19.50 HR	234.00
Janitorial Attendant	10/29/2014 Estimate 6 Hours in the AM	2.00 EA	19.50 HR	234.00
Janitorial Attendant	10/29/2014 Estimate 6 Hours in the PM	2.00 EA	19.50 HR	234.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
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
Outside Services				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Total:				1,571.00

Summary

Facility Rental Total	\$10,350.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,762.00
Parking Buyout (Based on 150 Cars Per Day)	\$2,100.00
Refundable Deposit	\$1,000.00
Grand Total:	\$16,212.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/11/2014	\$1,000.00
Second Payment	08/27/2014	\$7,606.00
Third Payment	09/26/2014	\$7,606.00
	Total:	\$16,212.00
	Payment Total:	\$16,212.00

Please Remit Payment in *Cashiers 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.

DRAFT

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

Camplighters - Trailer Rally

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 Safety & Security Department on or before November 16, 2014. All campers must provide proof of insurance on or before November 13, 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.

Camplighters
25260 Lyra Court
Sun City, CA 92586

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

By _____

By _____

Title: Dean Michaels, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 626 Night Market hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 8 - 13, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

OC Night Market (Asian Food Festival)

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

\$82,828.50

- 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.

626 Night Market
P.O. Box 3772
Alhambra, CA 91803

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

By _____

By _____

Title: Jonny Hwang, Promoter

Title: Doug Lofstrom, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: OC Night Market (Asian Food Festival)
 Contact Person: Jonny Hwang
 Event Dates: 10/10/2014 - 10/12/2014

Contract No: R-210-14
 Phone: (626) 765-5066
 Hours: Friday: 4:00 PM - 12:00 AM
 Saturday: 4:00 PM - 12:00 AM
 Sunday: 2:00 PM - 10:00 PM

Admission Price: Adult: \$5.00 Child: 6 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 40,000

Facility and/or Area Fees		Facility Rental Fees		Activity	Actual
	Date-Time				
Wednesday					
½ Main Mall	10/08/2014 07:00 AM - 05:00 PM	Move In			337.50
OC Promenade (The Span)	10/08/2014 07:00 AM - 05:00 PM	Move In			925.00
Parking Lot I	10/08/2014 07:00 AM - 05:00 PM	Move In			825.00
Thursday					
½ Main Mall	10/09/2014 07:00 AM - 05:00 PM	Move In			337.50
OC Promenade (The Span)	10/09/2014 07:00 AM - 05:00 PM	Move In			925.00
Parking Lot I	10/09/2014 07:00 AM - 05:00 PM	Move In			825.00
Friday					
½ Main Mall	10/10/2014 04:00 PM - 12:00 AM	Event			675.00
OC Promenade (The Span)	10/10/2014 04:00 PM - 12:00 AM	Event			1,850.00
Parking Lot I	10/10/2014 04:00 PM - 12:00 AM	Event			1,650.00
Saturday					
½ Main Mall	10/11/2014 04:00 PM - 12:00 AM	Event			675.00
OC Promenade (The Span)	10/11/2014 04:00 PM - 12:00 AM	Event			1,850.00
Parking Lot I	10/11/2014 04:00 PM - 12:00 AM	Event			1,650.00
Sunday					
½ Main Mall	10/12/2014 02:00 PM - 10:00 PM	Event			675.00
OC Promenade (The Span)	10/12/2014 02:00 PM - 10:00 PM	Event			1,850.00
Parking Lot I	10/12/2014 02:00 PM - 10:00 PM	Event			1,650.00
Monday					
½ Main Mall	10/13/2014 10:00 AM - 05:00 PM	Move Out			No Charge
OC Promenade (The Span)	10/13/2014 10:00 AM - 05:00 PM	Move Out			No Charge
Parking Lot I	10/13/2014 10:00 AM - 05:00 PM	Move Out			No Charge

-Move out must be completed by 5:00 PM on Monday - October 13, 2014 to avoid additional charges. Total: 16,700.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
200 Amp Drop	Estimate 2	2.00 EA	360.00 EA	720.00
Barricade (Metal/Plastic)	Estimate 6	6.00 EA	15.00 EA	90.00
Cable Ramp	Estimate 50	50.00 EA	15.00 EA	750.00
Concrete Base (For Umbrellas)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 320	320.00 EA	18.00 EA	5,760.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Electrical Splitter Box	Estimate 80	80.00 EA	55.00 EA	4,400.00
Forklift	Estimate 20	20.00 HR	75.00 HR	1,500.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Hang Tag - 3 Day	TBD	TBD EA	12.00 EA	TBD
Information Booth	Estimate 1	1.00 EA	150.00 EA	150.00
Man Lift (Banners)	Estimate 4	4.00 HR	75.00 HR	300.00
Marquee Board	10/06/2014 - 10/12/2014	1.00 WK	450.00 WK	450.00
Picnic Table (Rectangular & Round)	Estimate 35	35.00 EA	15.00 EA	525.00
Portable Electronic Message Board	10/10/2014 - 10/12/2014	2.00 EA	75.00 EA/DAY	450.00
Propane & Diesel	Estimate Only	1.00 EA	90.00 EVT	90.00
Sand Bag	TBD	TBD EA	0.50 EA	TBD
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Stage Electrical	TBD	TBD EA	TBD EVT	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	Estimate 5	5.00 EA	100.00 EA	500.00
Umbrella w/Stand	Estimate 25	25.00 EA	15.00 EA	375.00

Total: 18,235.00

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 60 Hours	60.00 HR	19.50 HR	1,170.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 40 Hours	40.00 HR	45.00 HR	1,800.00
Plumber	Estimate 12 Hours	12.00 HR	45.00 HR	540.00
Event Days				
Grounds Attendant Lead	10/10/2014 03:00 PM - 10/11/2014 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/10/2014 03:00 PM - 10/11/2014 02:00 AM	6.00 EA	19.50 HR	1,287.00
Janitorial Attendant	10/10/2014 03:00 PM - 10/11/2014 02:00 AM	12.00 EA	19.50 HR	2,574.00
Electrician	10/10/2014 03:00 PM - 10/11/2014 02:00 AM	1.00 EA	45.00 HR	495.00
Plumber	TBD	TBD EA	45.00 HR	TBD
Grounds Attendant Lead	10/11/2014 03:00 PM - 10/12/2014 02:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/11/2014 03:00 PM - 10/12/2014 02:00 AM	6.00 EA	19.50 HR	1,287.00
Janitorial Attendant	10/11/2014 03:00 PM - 10/12/2014 02:00 AM	12.00 EA	19.50 HR	2,574.00
Janitorial Attendant	10/11/2014 06:00 PM - 10/12/2014 02:00 AM	5.00 EA	19.50 HR	780.00
Electrician	10/11/2014 03:00 PM - 10/12/2014 02:00 AM	1.00 EA	45.00 HR	495.00
Plumber	TBD	TBD EA	45.00 HR	TBD
Grounds Attendant Lead	10/12/2014 01:00 PM - 12:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/12/2014 01:00 PM - 12:00 AM	6.00 EA	19.50 HR	1,287.00
Janitorial Attendant	10/12/2014 01:00 PM - 12:00 AM	12.00 EA	19.50 HR	2,574.00
Janitorial Attendant	10/12/2014 04:00 PM - 10/13/2014 02:00 AM	5.00 EA	19.50 HR	975.00
Electrician	10/12/2014 01:00 PM - 12:00 AM	1.00 EA	45.00 HR	495.00
Plumber	TBD	TBD EA	45.00 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 32 Hours	32.00 HR	19.50 HR	624.00
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 12 Hours	12.00 HR	45.00 HR	540.00
Event Sales & Services				
Event Coordinator	10/10/2014 02:00 PM - 10/11/2014 12:30 AM	1.00 EA	40.00 HR	420.00
Event Coordinator	10/11/2014 02:00 PM - 10/12/2014 12:30 AM	1.00 EA	40.00 HR	420.00
Event Coordinator	10/12/2014 12:00 PM - 10:30 PM	1.00 EA	40.00 HR	420.00
Parking				
Set Up				
Parking Attendant Lead	10/09/2014 Estimate 24 Hours	24.00 HR	30.00 HR	720.00
Parking Attendant	10/09/2014 Estimate 54 Hours	54.00 HR	19.50 HR	1,053.00
Safety & Security				
Move In				
Thursday				
Security Attendant Overnight	10/09/2014 10:30 PM - 10/10/2014 09:30 AM	2.00 EA	19.50 HR	429.00
Event Days				
Friday				
Security Attendant Lead	10/10/2014 03:30 PM - 10/11/2014 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	10/10/2014 03:30 PM - 10/11/2014 12:30 AM	15.00 EA	19.50 HR	2,632.50
Security Attendant Overnight	10/10/2014 10:30 PM - 10/11/2014 09:30 AM	2.00 EA	19.50 HR	429.00
Saturday				
Security Attendant Lead	10/11/2014 03:30 PM - 10/12/2014 12:30 AM	1.00 EA	30.00 HR	270.00
Security Attendant	10/11/2014 03:30 PM - 10/12/2014 12:30 AM	15.00 EA	19.50 HR	2,632.50
Security Attendant Overnight	10/11/2014 10:30 PM - 10/12/2014 09:30 AM	2.00 EA	19.50 HR	429.00
Sunday				
Security Attendant Lead	10/12/2014 01:30 PM - 10:30 PM	1.00 EA	30.00 HR	270.00
Security Attendant	10/12/2014 01:30 PM - 10:30 PM	15.00 EA	19.50 HR	2,632.50
Security Attendant Overnight	10/12/2014 10:30 PM - 10/13/2014 09:30 AM	2.00 EA	19.50 HR	429.00

Technology

EXHIBIT A

Event Information

Technology Attendant	TBD	1.00 EA	35.00HR	TBD
Outside Services				
Event Days				
Friday				
Emergency Medical Services	10/10/2014 03:00 PM - 10/11/2014 12:30 AM	3.00 EA	20.00HR	570.00
Orange County Sheriff	10/10/2014 04:00 PM - 10/11/2014 12:30 AM	1.00 EA	1,100.00DAY	1,100.00
Sound Engineer	10/10/2014 03:00 PM - 10:30 PM	1.00 EA	750.00DAY	750.00
Saturday				
Emergency Medical Services	10/11/2014 03:00 PM - 10/12/2014 12:30 AM	3.00 EA	20.00HR	570.00
Orange County Sheriff	10/11/2014 04:00 PM - 10/12/2014 12:30 AM	1.00 EA	1,100.00DAY	1,100.00
Sound Engineer	10/11/2014 03:00 PM - 10:30 PM	1.00 EA	750.00DAY	750.00
Sunday				
Emergency Medical Services	10/12/2014 01:00 PM - 10:30 PM	3.00 EA	20.00HR	570.00
Orange County Sheriff	10/12/2014 02:00 PM - 10:00 PM	1.00 EA	1,000.00DAY	1,000.00
Sound Engineer	10/12/2014 01:00 PM - 09:30 PM	1.00 EA	750.00DAY	750.00
Costa Mca Police Department	TBD	TBD EA	TBD EVT	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	2.00 HR	263.00HR	526.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,620.00EVT	1,620.00
Total:				44,893.50

Summary

Facility Rental Total	\$16,700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$63,128.50
Refundable Deposit	\$3,000.00
Grand Total:	\$82,828.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/12/2014	\$82,828.50
Payment Total:		\$82,828.50

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.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. 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. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, OC Night Market must comply with request.

EXHIBIT A

Event Information

OVATIONS

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

FOOD & BEVERAGE VENDOR FEE

OC Night Market agrees to pay \$150.00 per food vendor (per 10'x10' space) and \$100.00 per food truck to Ovations by no later than October 6, 2014. Ovations will sell and serve all alcohol beverages during this event. A complete food & beverage vendor list must be provided to Ovations with submittal of associated fees.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

FUTURE TERMS

Future terms and agreements are subject to change.

Title: Jonny Hwang, Promoter

Title: Doug Lofstrom, Chief Executive Officer

Title: Juan Quintero, Ovations General Manager

DRAFT

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

Vagabondias - Trailer Rally

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 Safety & Security Department on or before November 16, 2014. All campers must provide proof of insurance on or before November 13, 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.

Vagabondias
8237 Bircherest Road
Downey, CA 90240

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

By _____

By _____

Title: Nancy Anna, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

DATE September 5, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Cut Handcrafted Burgers 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:

The Cut Handcrafted Burgers

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.

**The Cut Handcrafted Burgers
20211 Spruce Avenue
Newport Beach, CA 92660**

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

By _____

By _____

Title: Steve Kim

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-218-14
DATED: September 5, 2014
WITH: The Cut Handcrafted Burgers
PHONE: (949) 877-4707
EMAIL: steve@the-cut.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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 _____

DATE September 6, 2014

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Sol Handcrafted Paletas 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:

Sol Handcrafted Paletas

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 "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. 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.

Sol Handcrafted Paletas
1020 North Towner Street
Santa Ana, CA 92703

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

By _____

By _____

Title: Jorge Prado

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-220-14
DATED: September 6, 2014
WITH: Sol Handcrafted Paletas
PHONE: (714) 878-4237
EMAIL: solpaletas@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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Favorday Church dba River Church 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 preinises: from **October 4 - 5, 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:

River Church Service

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

\$15,406.00

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
8. 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.
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.

Favorday Church dba River Church
12437 Lewis Street, Suite 102
Garden Grove, CA 92840

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

By _____

By _____

Title: Daniel Darling, Executive Pastor

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: River Church Service
 Contact Person: Marisol Richardson
 Event Dates: 10/05/2014

Contract No: R-222-14
 Phone: (714) 750-8400
 Hours: Doors: 10:30 AM
 Event: 11:00 AM - 2:00 PM

Admission Price: Free

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	10/04/2014 06:00 AM - 11:59 PM	Move In	1,575.00
Sunday			
The Hangar	10/05/2014 11:00 AM - 02:00 PM	Event	3,150.00
-Move out must be completed by 11:59 PM on Sunday - October 5, 2014 to avoid additional charges.			Total: 4,725.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	10/05/2014	2.00 EA	75.00 EA/DAY	150.00
Projector Screen	TBD	TBD EA	300.00 DAY	TBD
Stanchion	Estimate 36	36.00 EA	5.00 EA	180.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			Total:	1,649.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 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
Event Day				
Doors: 10:30 AM Event: 11:00 AM				
Grounds Attendant Lead	10/05/2014 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	10/05/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	10/05/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
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 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Sales & Services				
Event Coordinator	10/05/2014 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
Parking				
Set Up				
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
Technology				
Technology Attendant	TBD	TBD HR	35.00 HR	TBD

EXHIBIT A

Event Information

Outside Services

Sound Engineer	TBD	TBD EA	750.00 DAY	TBD
Total:				2,282.00

Summary

Facility Rental Total	\$4,725.00	
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,931.00	
Parking Buyout	\$5,250.00	
Refundable Deposit	\$1,500.00	
Grand Total:		\$15,406.00

Payment Schedule

Payment Schedule

First Payment	Due Date 09/22/2014	Amount \$15,406.00
Total:		\$15,406.00
Payment Total:		\$15,406.00

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.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, River Church must comply with request.

REVIEWED _____

DATE September 21, 2014

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Oh My Gaga** 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:

Oh My Gaga

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.

Oh My Gaga
2827 Fanwood Avenue
Long Beach, CA 90815

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

By _____

By _____

Title: Clare Shimasaki

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-224-14
DATED: September 21, 2014
WITH: Oh My Gaga
PHONE: (310) 529-4880
EMAIL: Ohmygagafoodtruck@yahoo.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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 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 _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Haole Boys Shave Ice 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:

Haole Boys Shave Ice

- 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.

**Haole Boys Shave Ice
9114 Adams Avenue, Suite 114
Huntington Beach, CA 92646**

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

By _____

By _____

Title: Jimmy Anderson

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-225-14
DATED: September 21, 2014
WITH: Haole Boys Shave Ice
PHONE: (714) 655-3228
EMAIL: jimmy@hbshaveice.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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 _____

DATE September 22, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

Falasophy
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.

Falasophy
178 Brandywyne Terrace
Costa Mesa, CA 92627

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

By _____

By _____

Title: Rashad Mounneh

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-226-14
DATED: September 22, 2014
WITH: Falasophy
PHONE: (949) 295-5319
EMAIL: rashad@falasophy.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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 _____

DATE September 25, 2014

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

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

Stickaberry
648 Avenida Sevilla, Unit B
Laguna Woods, CA 92637

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

By _____

By _____

Title: Mary Ann Gille

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-229-14
DATED: September 25, 2014
WITH: Stickaberry
PHONE: (480) 261-5408
EMAIL: Info@stickaberry.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 to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair 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 _____

DATE **October 15, 2014**

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 16 - 18, 2015**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

California Baby & Kidz Expo

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

\$9,337.50

- 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 inanner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

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

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

By _____

By _____

Title: Shael Buchen, Show Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: California Baby & Kidz Expo
 Contact Person: Shael Buchen
 Event Date: 01/17/2015

Contract No: R-001-15
 Phone: (720) 934-4455
 Hours: 10:00 AM - 5:00 PM

Admission Price: Adult: \$10.00 (\$2.00 Web Discount) Senior: \$5.00 (65+)

Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility Rental Fees

Facility and/or Area Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday		
Huntington Beach Building (#12)	01/16/2015 07:00 AM - 07:00 PM	Move In 1,500.00
Saturday		
Huntington Beach Building (#12)	01/17/2015 10:00 AM - 05:00 PM	Event 3,000.00
Sunday		
Huntington Beach Building (#12)	01/18/2015 06:00 AM - 12:00 PM	Move Out No Charge

-Move out must be completed by 12:00 Noon on Sunday - January 18, 2015 to avoid additional charges.

Total: 4,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Portable Electronic Message Board	01/17/2015	2.00 EA	75.00 EA/DAY	150.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	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
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,640.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Day				
Grounds Attendant Lead	01/17/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/17/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	01/17/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Sales and Services				
Event Coordinator	01/17/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Vendor Set Up: 4:00 PM - 7:00 PM				
Parking Attendant Lead	01/16/2015 02:00 PM - 07:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	01/16/2015 02:00 PM - 07:30 PM	2.00 EA	19.50 HR	214.50
Outside Services				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	263.00 EVT	263.00
Total:				2,197.50

EXHIBIT A

Event Information Summary

Facility Rental Total	\$4,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,837.50
Refundable Deposit	\$1,000.00

Grand Total: \$9,337.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/16/2014	\$1,000.00
Second Payment	11/17/2014	\$4,168.75
Third Payment	12/16/2014	\$4,168.75

Total: \$9,337.50

Payment Total: \$9,337.50

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 **October 15, 2014**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Adcom Publishing Inc. - BrideWorld Expo** 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 - 3, 2015**
- 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:

Adcom Publishing Inc. - BrideWorld Expo

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

\$12,242.00

- 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.

Adcom Publishing Inc. - BrideWorld Expo
14742 Beach Boulevard, #409
La Mirada, CA 90638

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

By _____

By _____

Title: **Steve Berry, President**

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

EXHIBIT A

Event Information

Event Name: Adcom Publishing Inc. - BrideWorld Expo
 Contact Person: Steve Berry
 Event Date: 01/03/2015

Contract No: R-005-15
 Phone: (714) 670-7800
 Hours: Saturday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000+

Facility Rental Fees

Facility and/or Area Fees

Friday

Los Alamitos Building (#14)

01/02/2015 07:00 AM - 10:00 PM

Move In

1,300.00

Anaheim Building (#16)

01/02/2015 07:00 AM - 10:00 PM

Move In

950.00

Saturday

Los Alamitos Building (#14)

01/03/2015 10:00 AM - 04:00 PM

Event

2,600.00

Anaheim Building (#16)

01/03/2015 10:00 AM - 04:00 PM

Event

1,900.00

- Move out must be complete by 11:59 PM on Saturday - January 3, 2015 to avoid additional charges. Total:

6,750.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	Estimate 8	8.00 EA	15.00 EA	120.00
Portable Electronic Message Board	01/03/2015	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Total:				2,158.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
Event Days				
Grounds Attendant Lead	01/03/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/03/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	01/03/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Clean Up				
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
Event Sales & Services				
Event Coordinator	01/03/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
State Fire Marshal				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Total:				2,334.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$6,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,492.00
Refundable Deposit	\$1,000.00
Grand Total:	\$12,242.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/11/2014	1,000.00
Second Payment	11/03/2014	5,621.00
Third Payment	12/02/2014	5,621.00
	Total:	12,242.00
	Payment Total:	12,242.00

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 **October 15, 2014**

APPROVED _____

FAIRTIME

INTERIM **XX**

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **WWSRA** 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 6 - 8, 2015**
- 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:

Southern California Preview of Ski Apparel

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

\$10,094.50

- 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.

WWSRA
726 Tencity Drive, Unit B
Longmont, CO 80504

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

By _____

By _____

Title: Cami Garrison, Association Director

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Southern California Preview
 Contact Person: Cami Garrison
 Event Dates: 01/07/2015 - 01/08/2015

Contract No: R-006-15
 Phone: (303) 532-4002 x1
 Hours: Wednesday: 8:00 AM - 7:00 PM
 Thursday: 8:00 AM - 6:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
Anaheim Building (#16)	01/06/2015 08:00 AM - 10:00 PM	Move In	950.00
Wednesday			
Anaheim Building (#16)	01/07/2015 08:00 AM - 07:00 PM	Event	1,900.00
Thursday			
Anaheim Building (#16)	01/08/2015 08:00 AM - 06:00 PM	Event	1,900.00

-Move out must be completed by 11:59 PM on Thursday - January 08, 2015 to avoid additional charges. **Total: 4,750.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Portable Electronic Message Board	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,465.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Day				
Janitorial Attendant	01/07/2015 - 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	01/07/2015 - 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	01/08/2015 - 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	01/08/2015 - 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Clean Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Sales & Services				
Event Coordinator	01/07/2015 07:00 AM - 07:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	01/08/2015 07:00 AM - 06:00 PM	1.00 EA	40.00 HR	440.00
Safety & Security				
Security Attendant - Overnight	01/06/2015 10:00 PM - 01/07/2015 08:00 AM	1.00 EA	19.50 HR	195.00
Security Attendant - Overnight	01/07/2015 07:00 PM - 01/08/2015 08:00 AM	1.00 EA	19.50 HR	253.50
Total:				2,879.50

EXHIBIT A

Event Information Summary

Facility Rental Total	\$4,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,344.50
Refundable Deposit	\$1,000.00
Grand Total:	\$10,094.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/06/2014	1,000.00
Second Payment	10/06/2014	3,031.50
Third Payment	11/06/2014	3,031.50
Fourth Payment	12/08/2014	3,031.50
Total:		10,094.50
Payment Total:		10,094.50

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.

CANOPIES / TENTS

No canopies or tents inside the building per the State Fire Marshal.

VENDOR HANG TAGS

\$4.00 per day

REVIEWED _____

DATE October 15, 2014

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Tex*us Guitar Shows, Inc. hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 23 - 26, 2015**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

CA World Guitar Show

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

\$15,190.00

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

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

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

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

By _____

By _____

Title: Larry Briggs, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: CA World Guitar Show
 Contact Person: Larry Briggs
 Event Dates: 01/24/2015 - 01/25/2015

Contract No: R-007-15
 Phone: (918) 288-2222
 Hours: Saturday: 10:00 AM - 05:00 PM
 Sunday: 10:00 AM - 04:00 PM

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

Vehicle Parking Fees: \$7.00 General Parking

Projected Attendance: 2,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Facility Rental Fees			
Friday			
The Hangar	01/23/2015 06:00 AM - 10:00 PM	Move In	1,600.00
Saturday			
The Hangar	01/24/2015 10:00 AM - 05:00 PM	Event	3,200.00
Sunday			
The Hangar	01/25/2015 10:00 AM - 04:00 PM	Event	3,200.00
Monday			
The Hangar	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge

- Move out must be completed by 12:00 Noon on Monday - January 26, 2015 due to S.E.L.I. coverage expiration. **Total: 8,000.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Marquee Board (7 Consecutive Days)	01/19/2015 - 01/25/2015	1.00 EA	450.00 WK	450.00
Portable Electronic Message Board	01/24/2015 - 01/25/2015	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	01/24/2015 - 01/25/2015	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Folding Chairs	Estimate 2	2.00 EA	2.50 EA	5.00
Total:				1,930.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	TBD	TBD HR	47.50 HR	TBD
Event Day				
Ground Attendant Lead	01/24/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/24/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	01/24/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Ground Attendant Lead	01/25/2015 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	01/25/2015 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
Janitorial Attendant	01/25/2015 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
Clean Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
Event Sales & Services				
Event Coordinator	01/24/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	01/25/2015 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

EXHIBIT A

Event Information

Parking

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

Safety & Security

Overnight

Security Attendant	01/23/2015 05:00 PM - 01/24/2015 10:00 AM	1.00 EA	19.50 HR	331.50
Security Attendant	01/24/2015 05:00 PM - 01/25/2015 09:00 AM	1.00 EA	19.50 HR	312.00

Technology

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

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

S.E.L.I. Insurance	01/24/2015 - 01/25/2015	2.00 DAY	225.00 DAY	450.00
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(Includes coverage for Move-in/Move-out period listed on Rental Agreement)

Total: 4,260.00

Summary

Facility Rental Total				\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$6,190.00
Refundable Deposit				\$1,000.00

Grand Total: \$15,190.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/23/2015	1,000.00
Second Payment	10/23/2015	4,730.00
Third Payment	11/24/2015	4,730.00
Fourth Payment	12/23/2015	4,730.00

Total: \$15,190.00

Payment Total: \$15,190.00

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 Oventions, the OCFEC Master Concessionaire.

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 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 **February 27 - March 1, 2015**
- 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:

\$43,178.50

- 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

32nd 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: 02/27/2015 - 03/01/2015

Contract No: R-008-15
 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

<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>		
Wednesday			
Costa Mesa Building (#10)	02/25/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	02/25/2015 08:00 AM - 08:00 PM	Move In	800.00
Thursday			
Costa Mesa Building (#10)	02/26/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	02/26/2015 08:00 AM - 08:00 PM	Move In	800.00
Friday			
Costa Mesa Building (#10)	02/27/2015 12:00 PM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	02/27/2015 12:00 PM - 06:00 PM	Event	1,600.00
Saturday			
Costa Mesa Building (#10)	02/28/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	02/28/2015 10:00 AM - 06:00 PM	Event	1,600.00
Sunday			
Costa Mesa Building (#10)	03/01/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	03/01/2015 10:00 AM - 06:00 PM	Event	1,600.00
Monday			
Costa Mesa Building (#10)	03/02/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/02/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			22,400.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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 (Metal)	Estimate 60	60.00 EA	15.00 EA	900.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
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 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	02/23/2015 - 03/01/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	02/27/2015 - 03/01/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	02/27/2015 - 03/01/2015	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 (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	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	15.00 EA	15.00
Total:			9,415.00	

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	02/27/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	02/27/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	02/27/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	02/28/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	02/28/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	02/28/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	03/01/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	03/01/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	03/01/2015 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	47.50 HR	190.00

Event Sales & Services

Event Coordinator	02/27/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	02/28/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	03/01/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	02/26/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	02/26/2015 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

Safety & Security

Security Attendant - OVERNIGHT	02/25/2015 05:00 PM - 02/26/2015 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	02/26/2015 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	02/26/2015 06:00 PM - 02/27/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	02/27/2015 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	02/27/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	02/27/2015 06:00 PM - 02/28/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	02/28/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	02/28/2015 06:00 PM - 03/01/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	03/01/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	03/01/2015 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	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: 10,563.50

Summary

Facility Rental Total	\$22,400.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$19,978.50
Refundable Deposit	\$800.00

Grand Total: \$43,178.50

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/25/2014	\$1,000.00
Second Payment	11/25/2014	\$14,059.50
Third Payment	12/24/2014	\$14,059.50
Fourth Payment	01/26/2015	\$14,059.50
	Total:	\$43,178.50
	Payment Total:	\$43,178.50

Please Remit Payment in *Check Only*

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

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

OVATIONS

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

DRAFT

REVIEWED _____

DATE October 15, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 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 16 - 23, 2015**
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:
\$100,951.00
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 reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Union of the Vietnamese Student Assoc Southern California
12761 Western Avenue, Suite #A
Garden Grove, CA 92841

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

By _____

By _____

Title: Nina Tran, President or Billy Le, Festival Chair

Title: Doug Lofstrom, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: UVSA - TET Festival
 Contact Person: Nina Tran/Billy Le
 Event Dates: 02/20/2015 - 02/22/2015

Contract No: R-010-15
 Phone: (714) 890-1418
 Hours: Friday: 3:00 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

Projected Attendance: 20,000

Facility and/or Area Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Monday			
Parking Lot I	02/16/2015 08:00 AM - 10:00 PM	Move In*	No Charge
Tuesday			
Parking Lot I	02/17/2015 08:00 AM - 10:00 PM	Move In*	No Charge
Wednesday			
Los Alamitos Building (#14)	02/18/2015 08:00 AM - 10:00 PM	Move In	1,300.00
Parking Lot I	02/18/2015 08:00 AM - 10:00 PM	Move In	850.00
Thursday			
Los Alamitos Building (#14)	02/19/2015 08:00 AM - 10:00 PM	Move In	1,300.00
Parking Lot I	02/19/2015 08:00 AM - 10:00 PM	Move In	850.00
Friday			
Los Alamitos Building (#14)	02/20/2015 03:00 PM - 10:00 PM	Event	2,600.00
Parking Lot I	02/20/2015 03:00 PM - 10:00 PM	Event	1,700.00
Saturday			
Los Alamitos Building (#14)	02/21/2015 10:00 AM - 10:00 PM	Event	2,600.00
Parking Lot I	02/21/2015 10:00 AM - 10:00 PM	Event	1,700.00
Sunday			
Los Alamitos Building (#14)	02/22/2015 10:00 AM - 09:00 PM	Event	2,600.00
Parking Lot I	02/22/2015 10:00 AM - 09:00 PM	Event	1,700.00
Monday			
Los Alamitos Building (#14)	02/23/2015 09:00 AM - 11:59 PM	Move Out	No Charge
Parking Lot I	02/23/2015 09:00 AM - 11:59 PM	Move Out	No Charge
Total:			\$17,200.00

* Lot I marking by carnival operator prior to move in.

- Move Out must be completed by 11:59 PM on Monday - February 23, 2015 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
100 Amp Drop	Estimate 2	2.00 EA	180.00 EA	360.00
Barricade	Estimate 40	40.00 EA	15.00 EA	600.00
Cable Ramp	Estimate 30	30.00 EA	15.00 EA	450.00
Dumpster	Estimate 200	200.00 EA	18.00 EA	3,600.00
Electrical Usage Rate (Outdoor Lights)	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Forklift	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Gasoline Fuel (Golf Carts)	Estimate Only	13.75 GAL	4.00 GAL	55.00
Hang Tag - 1 Day	Estimate 300	300.00 EA	4.00 EA	1,200.00
Hang Tag - 3 Day	Estimate 300	300.00 EA	12.00 EA	3,600.00
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	02/16/2015 - 02/22/2015	1.00 WK	450.00 WK	450.00
Picnic Table (Round or Rectangular)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	02/20/2015 - 02/22/2015	2.00 EA	75.00 EA/DAY	450.00
Signage Pole	TBD	TBD EA	75.00 EA	TBD
Stanchion	Estimate 65	65.00 EA	5.00 HR	325.00
Sweeper (In-House)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
Water Truck (Includes Water)	Estimate 5 Hours	5.00 HR	80.00 HR	400.00
Total:			15,575.00	

EXHIBIT A

Event Information

Reimbursable Personnel Fees					
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 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 4 Hours	4.00 HR	47.50 HR	190.00	
Plumber	Estimate 20 Hours	20.00 HR	47.50 HR	950.00	
Event Days					
Friday					
Grounds Attendant Lead	02/20/2015 01:00 PM - 12:00 AM	1.00 EA	30.00 HR	330.00	
Grounds Attendant	02/20/2015 01:00 PM - 12:00 AM	6.00 EA	19.50 HR	1,287.00	
Janitorial Attendant	02/20/2015 01:00 PM - 12:00 AM	12.00 EA	19.50 HR	2,574.00	
Electrician	02/20/2015 01:00 PM - 12:00 AM	1.00 EA	47.50 HR	522.50	
Plumber	02/20/2015 01:00 PM - 12:00 AM	1.00 EA	47.50 HR	522.50	
Saturday					
Grounds Attendant Lead	02/21/2015 08:00 AM - 12:00 AM	1.00 EA	30.00 HR	480.00	
Grounds Attendant	02/21/2015 08:00 AM - 12:00 AM	6.00 EA	19.50 HR	1,872.00	
Janitorial Attendant	02/21/2015 08:00 AM - 12:00 AM	14.00 EA	19.50 HR	4,368.00	
Electrician	02/21/2015 08:00 AM - 12:00 AM	1.00 EA	47.50 HR	760.00	
Plumber	02/21/2015 08:00 AM - 12:00 AM	1.00 EA	47.50 HR	760.00	
Sunday					
Grounds Attendant Lead	02/22/2015 08:00 AM - 11:00 PM	1.00 EA	30.00 HR	450.00	
Grounds Attendant	02/22/2015 08:00 AM - 11:00 PM	6.00 EA	19.50 HR	1,755.00	
Janitorial Attendant	02/22/2015 08:00 AM - 11:00 PM	14.00 EA	19.50 HR	4,095.00	
Electrician	02/22/2015 08:00 AM - 11:00 PM	1.00 EA	47.50 HR	712.50	
Plumber	02/22/2015 08:00 AM - 11:00 PM	1.00 EA	47.50 HR	712.50	
Clean Up					
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 4 Hours	4.00 HR	47.50 HR	190.00	
Plumber	Estimate 14 Hours	14.00 HR	47.50 HR	665.00	
Event Sales & Services					
Event Coordinator	02/20/2015 01:00 PM - 10:30 PM	1.00 EA	40.00 HR	380.00	
Event Coordinator	02/21/2015 08:00 AM - 10:30 PM	1.00 EA	40.00 HR	580.00	
Event Coordinator	02/22/2015 08:00 AM - 10:30 PM	1.00 EA	40.00 HR	580.00	
Safety & Security					
Move In					
Monday					
Security Attendant - Overnight	02/16/2015 05:00 PM - 02/17/2015 08:00 AM	1.00 EA	19.50 HR	292.50	
Tuesday					
Security Attendant - Overnight	02/17/2015 05:00 PM - 02/18/2015 08:00 AM	1.00 EA	19.50 HR	292.50	
Wednesday					
Security Attendant - Overnight	02/18/2015 05:00 PM - 02/19/2015 08:00 AM	1.00 EA	19.50 HR	292.50	
Thursday					
Security Attendant - Overnight	02/19/2015 10:00 PM - 02/20/2015 09:30 AM	2.00 EA	19.50 HR	448.50	
Event Days					
Friday					
Security Attendant Lead	02/20/2015 02:30 PM - 10:30 PM	1.00 EA	30.00 HR	240.00	
Security Attendant	02/20/2015 02:30 PM - 10:30 PM	10.00 EA	19.50 HR	1,560.00	
Security Attendant - Overnight	02/20/2015 10:30 PM - 02/21/2014 09:30 AM	4.00 EA	19.50 HR	858.00	
Saturday					
Security Attendant Lead	02/21/2015 09:30 AM - 10:30 PM	1.00 EA	30.00 HR	390.00	
Security Attendant	02/21/2015 09:30 AM - 10:30 PM	10.00 EA	19.50 HR	2,535.00	
Security Attendant - Overnight	02/21/2015 10:00 PM - 02/22/2014 09:30 AM	4.00 EA	19.50 HR	897.00	

EXHIBIT A

Event Information

Sunday						
Security Attendant Lead	02/22/2015 09:30 AM - 10:30 PM	1.00	EA	30.00	HR	390.00
Security Attendant	02/22/2015 09:30 AM - 10:30 PM	10.00	EA	19.50	HR	2,535.00
Security Attendant - Overnight	02/22/2015 10:30 PM - 02/23/2014 09:30 AM	4.00	EA	19.50	HR	858.00

Parking

Set Up

Parking Attendant Lead	Estimate 20 Hours	20.00	HR	30.00	HR	600.00
Parking Attendant	Estimate 40 Hours	40.00	HR	19.50	HR	780.00

Technology

Technology Attendant	TBD	TBD	HR	37.50	HR	TBD
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Outside Services

Costa Mesa Police Department	TBD	TBD	EA	TBD	EVT	TBD
Orange County Sheriff	02/20/2015 (Estimate Only)	4.00	EA	2,870.00	EVT	2,870.00
Orange County Sheriff	02/21/2015 (Estimate Only)	4.00	EA	4,920.00	EVT	4,920.00
Orange County Sheriff	02/22/2015 (Estimate Only)	4.00	EA	4,510.00	EVT	4,510.00
Ride Inspection	Estimate Only	1.00	EA	5,500.00	EVT	5,500.00
Sound Engineer	02/20/2015 02:30 PM - 10:00 PM (Estimate Based on 2014 Rates)	1.00	EA	750.00	DAY	750.00
Sound Engineer	02/21/2015 09:30 AM - 10:00 PM (Estimate Based on 2014 Rates)	1.00	EA	750.00	DAY	750.00
Sound Engineer	02/22/2015 09:30 AM - 09:00 PM (Estimate Based on 2014 Rates)	1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	2,050.00	EVT	2,050.00

Total: 63,176.00

Summary

Facility Rental Total	\$17,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$78,751.00
Refundable Deposit	\$5,000.00

Grand Total: 100,951.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/15/2014	\$10,000.00
Second Payment	10/16/2014	\$22,737.75
Third Payment	11/17/2014	\$22,737.75
Fourth Payment	12/16/2014	\$22,737.75
Fifth Payment	01/16/2015	\$22,737.75

Total: \$100,951.00

Payment Total: \$100,951.00

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.

EXHIBIT A

Event Information

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed between the hours of 9:00 PM to 8:00 AM during move in and move out. Please refer to Exhibit E. **Premiere Productions has been approved as the event's sound company. Sound Image will be on site as the sound monitor for sound check and all music performances. All amplified music/sound must end by 10:00 PM on Friday and Saturday, and by 9:00 PM on Sunday.** Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. **Should the Sound Monitor or OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Union of the Vietnamese Student Association (USVA) of Southern California must comply with request.**

EMERGENCY MEDICAL SERVICES

Union of the Vietnamese Student Association (USVA) of Southern California will contract directly with an Emergency Medical Services (EMS)/First Aid company. OCFEC approval is contingent upon UVSA providing professional/medical malpractice coverage and certification that EMS company is in good standing with the State of California. Minimum coverage must be one million dollars (\$1,000,000) per occurrence. EMS Workers' Compensation insurance coverage certificate must be provided. EMS/First Aid personnel must be on site one (1) hour prior to the event starting and until one (1) hour after the event session concludes.

OVATIONS

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

FOOD & BEVERAGE VENDOR FEE

Union of the Vietnamese Student Association (USVA) of Southern California agrees to pay \$250,00 per food vendor/per day to Oventions by no later than February 19, 2015. A complete food & beverage vendor list must be provided to Oventions with submittal of associated fees.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

HEALTH DEPARTMENT

Union of the Vietnamese Student Association (USVA) of Southern California has agreed to be the Health Department coordinator for all vendors at the 2015 TET Festival event.

FUTURE TERMS

Terms and agreements for future TET Festival events are subject to change.

Title: Nina Tran, President or Billy Le, Festival Chair

Title: Doug Lofstrom, Chief Executive Officer

Title: Juan Quintero, General Manager, Oventions

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
September 19, 2014 through October 18, 2014**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03212033	09/28/12	Asphalt Repair & Speed Bump Install	Century Paving	\$41,441.57
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	C0032X.424	04/02/12	Master Plan	LSA Associates, Inc.	\$20,000.00
California Fair Financing Authority	03212034	11/07/12	Gate 7 Improvements	A.T. Construction	\$84,240.00
California Fair Financing Authority	03212035	11/08/12	Capital Improvements Contract Coordination and Support	CFFA	\$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/B, 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	\$549,284.00
California Fair Financing Authority	03213043	12/11/13	Parking Lot F - Seal & Stripe	Imperial Paving	\$14,315.97
California Fair Financing Authority	03214010	02/21/14	Pac Amp Sound/Video Support Structure - Solicitation to Bid	CFFA	\$12,760
California Fair Financing Authority	03214009	03/06/14	Pac Amp Super Structure Painting - Solicitation to Bid	CFFA	\$7,100.00
California Fair Financing Authority	03214023	04/03/14	Pac Amp Stage Super Structure Painting	CFFA	\$147,649.60
California Fair Financing Authority	03214025	04/03/14	Pac Amp Sound/Video Support Structure	CFFA	\$212,659.48
New					
Revision/Amendment					

New Joint Powers Authority Agreements

September 2014

None

Joint Powers Authority

Invoices Paid in September 2014



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75452
Date Paid: 09/10/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 400.00

Vendor Name: Byer Geotechnical, Inc.

Invoice No.: 41258

Invoice Date: 6/27/2014

Project No.: 03213031


Project Name: Pac Amp Renovation Phase II


Fair Name: OC Fair & Event Center

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

June 27, 2014

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 # 41258
BG 21695
Job Address: 88 Fair Drive, Costa
Mesa

WORK PERFORMED:

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/23/2014	GM	Compaction Testing - Fill Control, Engineering Technician	4.00	100.00/hr	\$400.00
Total from current billing period				4.00	\$400.00

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.

7/24/14
ok to pay
BZ
ok to pay
BZ 8-18-14



BYER GEOTECHNICAL, INC.

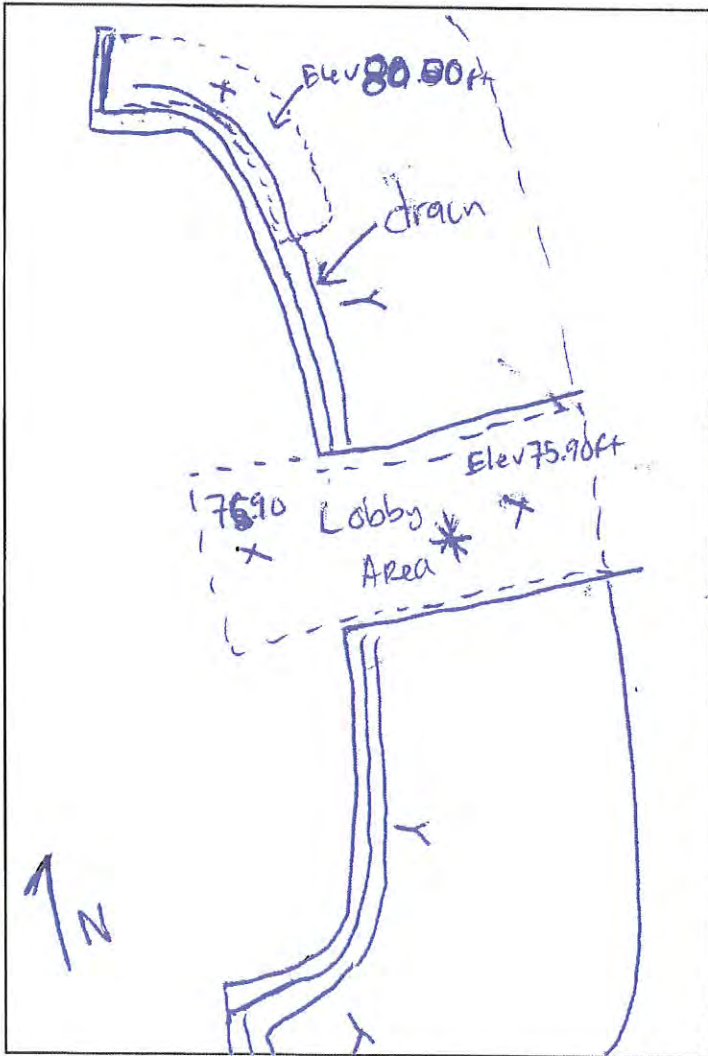
NOTICE OF FIELD OBSERVATION

CLIENT: O.C. Fair Grounds & Events DATE: 06/23/14 ARRIVAL TIME: 7am
 BG- 21695 LOCATION: 100 Fair Drive
 REQUESTED BY: Chris MET WITH: Chris (CFA)
 SPECIAL CONDITIONS: Cloudy (cool breeze)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: Lobby and North side burns retaining wall

APPROVED PER THE PLANS CALL AGENCY INSPECTOR DISAPPROVED SEE BELOW



* The area called the Lobby btwn the Burns have been tested and approved for concrete to be poured.

→ Also the North side of burns retaining wall has been test for compaction and moisture. This area has also passed inspection.

→ Area's test ~~me~~ compaction testing both show a 90% or better compaction rate and both at optimum moisture.

→ Nothing follows.

ADDITIONAL SITE VISIT(S): REQUIRED FOR _____ NOT REQUIRED
 FOR BYER GEOTECHNICAL, INC: Graeson Matenossian (2 HOUR MINIMUM CHARGE) HOURS: 4
 NOTICE LEFT WITH: Chris CFA offic INITIALS: gm



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 75452
Date Paid: 09/10/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 75.00

Vendor Name: Byer Geotechnical, Inc.

Invoice No.: 41370

Invoice Date: 07/18/2014


Project No.: 3213031
Project Name: Pac Amp Renovation Phase II
Fair Name: OC Fair & Event Center

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

July 18, 2014

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 # 41370
BG 21695
Job Address: 88 Fair Drive, Costa
Mesa

WORK PERFORMED:

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/16/2014	HH	E-mail Response to RFA, Project Geologist	0.50	150.00/hr	\$75.00
Total from current billing period				0.50	\$75.00

*Rec Amp Berm
Landscape*

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.

*ok to pay
8/15/14
OK to pay
B-E 8-18-14*



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 75511
Date Paid: 09/24/2014

Payment Authorization

Date: 09/03/2014 Amount: \$ 99,243.65

Vendor Name: American Electric Company

Invoice No.: 2

Invoice Date: 06/30/2014

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CALIFORNIA FAIRS FINANCING AUTHORITY

PROJECT: WEST END ELECTRICAL UPGRADE
AT ORANGE COUNTY FAIR AND EVENT CENTER

APPLICATION NO: 2
PERIOD TO: 6/30/14
PROJECT NO:

FROM CONTRACTOR: AMERICAN ELECTRIC COMPANY
1015 W. Briardale Ave. - Orange, CA 92865

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
Continuation sheet is attached.

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

1.	ORIGINAL CONTRACT SUM.....		\$	412,000.00
2.	Net change by Change Orders.....		\$	-
3.	CONTRACT SUM TO DATE.....		\$	412,000.00
4.	TOTAL COMPLETED & STORED TO DATE.....		\$	405,782.00
5.	RETAINAGE			
a.	5% of Completed Work	\$	20,289.10	
b.	5% of Stored Material			
	Total retainage			20,289.10
6.	TOTAL EARNED LESS RETAINAGE.....		\$	385,492.90
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT...		\$	286,249.25
8.	CURRENT PAYMENT DUE.....		\$	99,243.65
9.	BALANCE TO FINISH, INCLUDING RETAINAGE.....		\$	26,507.10

CONTRACTOR: Katrina G. Kincaid Date: 7/2/2014
By: Katrina G. Kincaid, President

State of: _____
Country of: _____
Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____
My Commission expires: _____

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month	\$ -	
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and 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 the contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED..... \$ 99,243.65

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

PROJECT MANAGER:

By: [Signature] Date: 9/3/14

OWNER:

By: _____ Date: _____

CONTINUATION SHEET

CFFA - WEST END ELECTRICAL UPGRADE AT THE OC FAIR & EVENT CENTER

APPLICATION AND CERTIFICATE FOR PAYEMNT

containing Contractor's Signed Certification, is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO.:

2

APPLICATION DATE:

7/2/14

PERIOD TO:

6/30/14

PROJECT NO:

A Item No.	B Description	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	Percentage Complete (G/C)	H Balance to Finish	I Retainage
			From Previous (D +E)	This Period					
001	BOND	\$ 5,900.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	100.00%	0.00	295.00
002	SUBMITTALS	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%	0.00	150.00
003	SUPERVISION	\$ 10,900.00	\$ 9,265.00	\$ 1,417.00	\$ -	\$ 10,682.00	98.00%	218.00	534.10
004	MOBILIZATION (CONTAINER & FENCE)	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100.00%	0.00	60.00
005	150 KW GENERATOR	\$ 7,000.00	\$ 6,300.00	\$ 560.00	\$ -	\$ 6,860.00	98.00%	140.00	343.00
006	FUEL FOR GENERATOR	\$ 12,000.00	\$ 11,400.00	\$ 360.00	\$ -	\$ 11,760.00	98.00%	240.00	588.00
007	TRENCHING	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%	0.00	450.00
008	CONCRETE BOXES AND TRENCH DUCT	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	100.00%	0.00	1,350.00
009	WIRE PULL & MAKE-UP	\$ 24,000.00	\$ 3,600.00	\$ 19,920.00	\$ -	\$ 23,520.00	98.00%	480.00	1,176.00
010	DUCT BANK	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100.00%	0.00	1,250.00
011	GEAR AND TRANSFORMER INSTALLATION	\$ 10,000.00	\$ 2,000.00	\$ 7,800.00	\$ -	\$ 9,800.00	98.00%	200.00	490.00
012	SOIL EXPORT	\$ 8,000.00	\$ 7,200.00	\$ 640.00	\$ -	\$ 7,840.00	98.00%	160.00	392.00
013	ELECTRIC TESTING LAB	\$ 5,000.00	\$ -	\$ 4,900.00	\$ -	\$ 4,900.00	98.00%	100.00	245.00
014	SLAB, GATES AND FOOTINGS	\$ 68,000.00	\$ 61,200.00	\$ 5,440.00	\$ -	\$ 66,640.00	98.00%	1,360.00	3,332.00
015	PLASTER	\$ 22,000.00	\$ -	\$ 21,560.00	\$ -	\$ 21,560.00	98.00%	440.00	1,078.00
016	SANITARY CONTROL	\$ 1,000.00	\$ 800.00	\$ 150.00	\$ -	\$ 950.00	95.00%	50.00	47.50
017	BLOCK	\$ 15,000.00	\$ 9,750.00	\$ 4,500.00	\$ -	\$ 14,250.00	95.00%	750.00	712.50
018	DEMO	\$ 27,000.00	\$ 24,300.00	\$ 2,160.00	\$ -	\$ 26,460.00	98.00%	540.00	1,323.00
019	PAINT	\$ 3,000.00	\$ -	\$ 2,940.00	\$ -	\$ 2,940.00	98.00%	60.00	147.00
020	ASPHALT PATCH	\$ 16,000.00	\$ 8,000.00	\$ 7,680.00	\$ -	\$ 15,680.00	98.00%	320.00	784.00
021	MISC. ELECTRICAL MATERIAL & LABOR	\$ 108,000.00	\$ 86,400.00	\$ 20,520.00	\$ -	\$ 106,920.00	99.00%	1,080.00	5,346.00
022	CLEAN-UP	\$ 4,000.00	\$ -	\$ 3,920.00	\$ -	\$ 3,920.00	98.00%	80.00	196.00
023			\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	0.00
024			\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	0.00
025			\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	0.00
026			\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	0.00
Total Contract Amount		\$ 412,000.00	\$ 301,315.00	\$ 104,467.00	\$ -	\$ 405,782.00	98.49%	6,218.00	20,289.10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 9/2/2014 before me, Carol Lynn Paustell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Katrina G. Kincaid
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carol Lynn Paustell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Katrina G. Kincaid Signer's Name: _____

Corporate Officer — Title(s): President Corporate Officer — Title(s): _____

Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____

Individual Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: _____

Attorney in Fact Trustee Guardian or Conservator Other: _____

Trustee Guardian or Conservator Other: _____

Guardian or Conservator Other: _____

Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

American Electric Company

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

Through Date: 05/31/2014

Unconditional 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. The claimant has received the following progress payment:

\$ 286,249.25

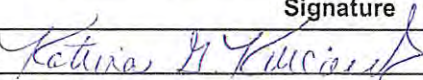
Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) 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: Katrina G. Kincaid

Date of Signature: 07/02/2014

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

Through Date: 06/30/2014

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: \$ 99,243.65

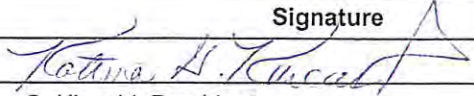
Check Payable to: American Electric Company

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 payment:
 - 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: Katrina G. Kincaid, President

Date of Signature: 07/02/2014



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 75518
Date Paid: 09/24/2014

Payment Authorization

Date: 9/5/2014 Amount: \$ 62,089.80

Vendor Name: CFFA

Invoice No.: 1589

Invoice Date: 9/5/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

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

Chad Fisher
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

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

Invoice

Invoice Number: 1589
Invoice Date: 9/5/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031A 10th Invoice for Project Administration Fee-10%	62,089.80
	<u>\$62,089.80</u>

Thank you for your business!

Questions: CFFAccounting.org

Net Invoice: \$62,089.80
Sales Tax: 0.00
Invoice Total: \$62,089.80



Board of Directors Agenda Report

MEETING DATE: OCTOBER 23, 2014 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: October 17, 2014

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. Centennial Farm Foundation Liaison (Director Mouet)
- ii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iii. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- iv. 2015 OC Fair City Liaison Committee (Director Mouet)
- v. Veteran's Memorial Task Force (Director Berardino, Vice Chair Aitken)
- vi. OCFEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- vii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- viii. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)
- ix. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)