



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

**NOTICE OF MEETING**  
32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, November 20, 2014**  
**9:00 a.m.**

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

**Board of Directors**

Ashleigh Aitken, Board Chair  
Gerardo Mouet, Vice Chair  
Stanley Tkaczyk, Member      Barbara Bagneris, Member  
Douglas La Belle, Member      Sandra Cervantes, Member  
Nick Berardino, Member      Bao Nguyen, Member  
Robert Ruiz, Member

**Secretary-Treasurer**  
Doug Lofstrom  
Chief Executive Officer, OCFEC

**32<sup>nd</sup> DAA Counsel**  
Roger Grable  
Manatt, Phelps and Phillips

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

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

## AGENDA

### **1. CALL TO ORDER**

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

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

### **3. PLEDGE OF ALLEGIANCE**

### **4. ROLL CALL (Policy 4.5.2.B)**

### **5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES**

A. Centennial Farm 25<sup>th</sup> Celebration

B. Pacific Amphitheatre Construction Update

C. Other

D. Correspondence

Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.

i. Centennial Farm Foundation (08/22/14) – Foundation appointees

ii. Centennial Farm Foundation (10/28/14) – Request for replacement of Centennial Barn to be included in the 2015 Capital Improvements budget.

### **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 October 23, 2014**

Action Item

#### **B. Board Meeting held November 10, 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-253-14MA; SA-254-14FR; SA-255-14AP; SA-256-14CF

B. Amendments: SA-13-11EM (Amend. #4); SA-14-11PS (Amend. #6); SA-17-11FA (Amend. #2); SA-261-13PS (Amend. #2)

C. Interagency Agreements: SA-002-15IA

D. Letters of Understanding: none.

E. Rental Agreements: R-088-14; R-168-14; R-179-14; R-197-14; R-203-14; R-215-14; R-219-14; R-223-14; R-227-14; R-228-14; R-230-14; R-233-14; R-234-14; R-235-14; R-238-14; R-239-14; R-241-14; R-242-14; R-002-15; R-003-15; R-019-15; R-020-15; R-026-15; R-028-15

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 Board (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, Director La Belle)
- 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. OCC/OCFEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)

### B. **Creation of and Appointment of Board Members to OCFEC Tenant Liaison Committee**

Action Item

**C. Orange Coast College/OCFEC Parking Structure Update**

**i. Staff Update**

**ii. College Park Residents Presentation**

Information Item

**D. 2015 OC Fair Theme Logo Announcement**

Information Item

**E. Discussion of OCFEC Smoking Policy Research**

Information Item

**F. Discussion of Remote Controlled Devices Policy**

Information Item

**G. Request for Architectural and Engineering Consulting Services for Veterans Exhibit**

Action Item

**H. Discussion of Retaining Retired Annuitant during CEO Transition**

Action Item

**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: DECEMBER 18, 2014**

**13. ADJOURNMENT**

Respectfully submitted,  
OC Fair & Event Center



Doug Lofstrom  
Secretary-Treasurer  
Chief Executive Officer, OCFEC

Date of notice: 11:00 a.m. November 10, 2014



The following financial reports as of September 30, 2014 are enclosed for your reference.

#### Statement of Cash Flows

As of September 30, 2014, OCFEC's cash on hand is \$33,286,741, an increase of \$5,853,039 during 2014. Operating activities have resulted in a net cash inflow of \$12,618,158 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$6,765,119 to date.

#### Balance Sheet

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

#### Income Statement

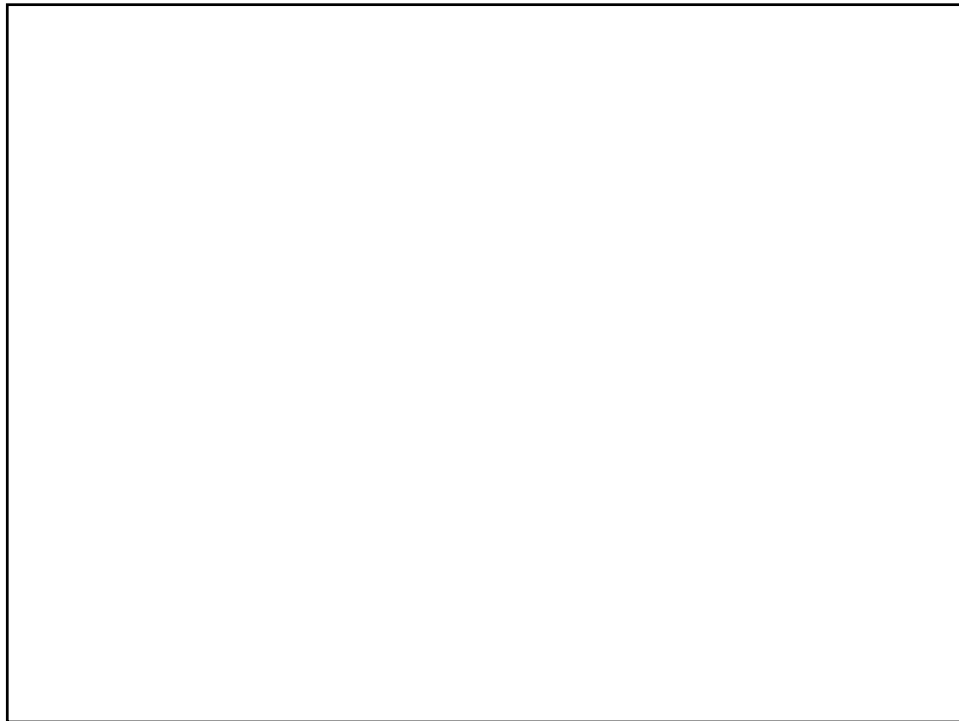
September 2014 year-to-date revenues exceed expenses by \$9,738,092, which is favorable to the budgeted net proceeds of \$2,505,627 by \$7,232,465. Excluding performance in the Major Projects category, for which the entire 2014 budget of \$481K was loaded in January, net proceeds year-to-date are favorable to budget by \$6,839,806.

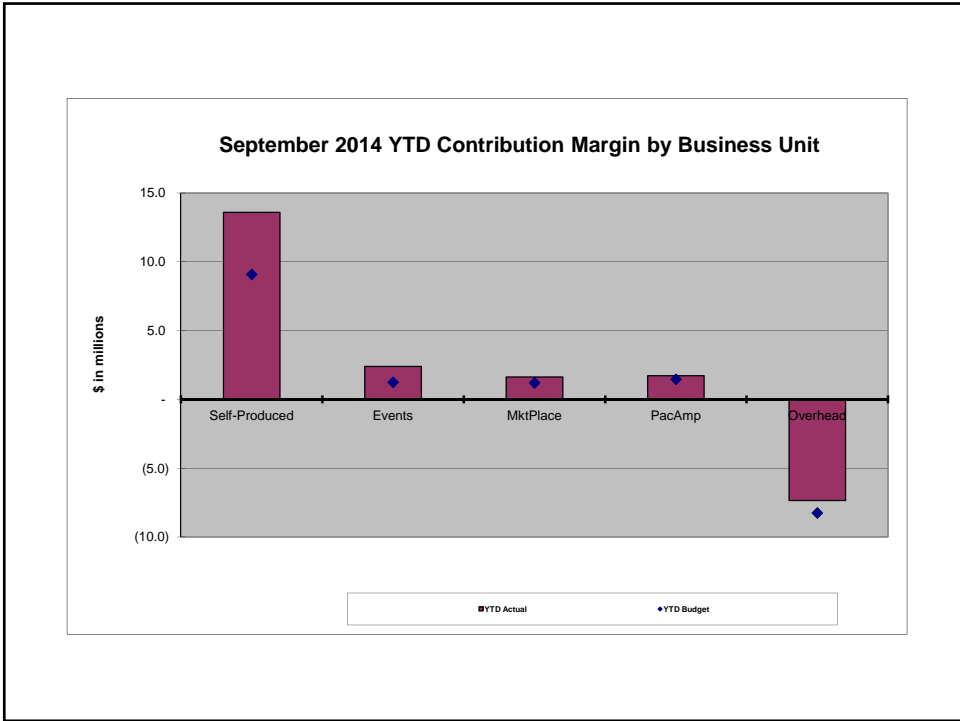
Total year-to-date revenues of \$36,765,829 are favorable to budget by \$5,216,145 primarily due to favorable performance of the Fair. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$750K (\$375K Market Place & \$375K Interim Events) and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$490K. \$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 \$24,660,756 are favorable to budget by \$1,669,692. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$0.9M due primarily to timing, unfilled positions and less than anticipated employee benefits expense. Supplies and Equipment Expense exceed budget by \$93K 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 \$92K 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.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of September 30, 2014

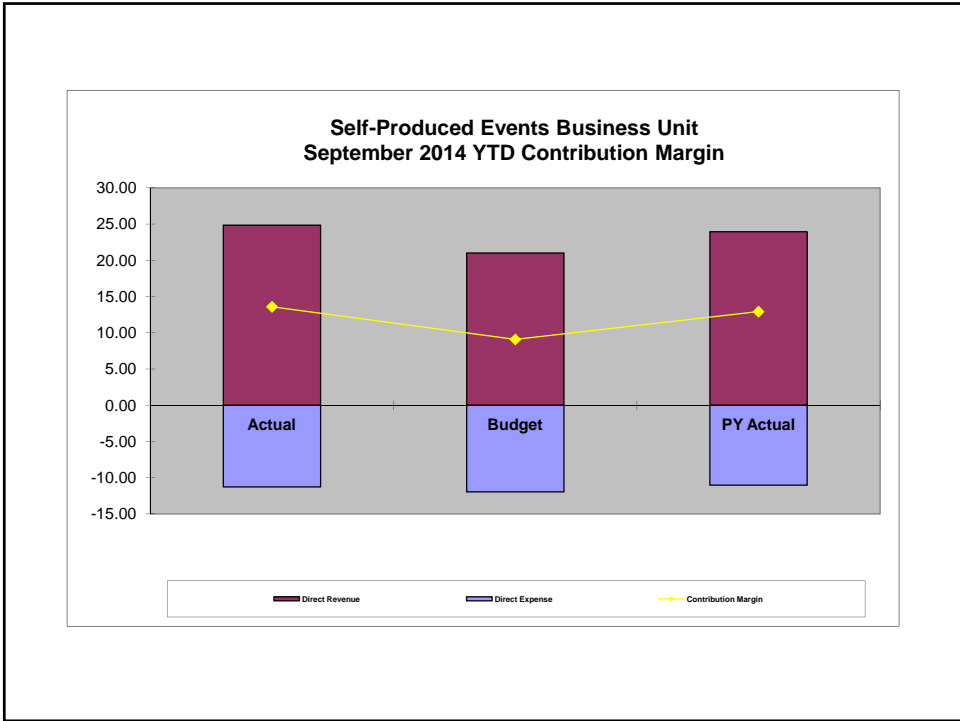




**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of September, 2014**

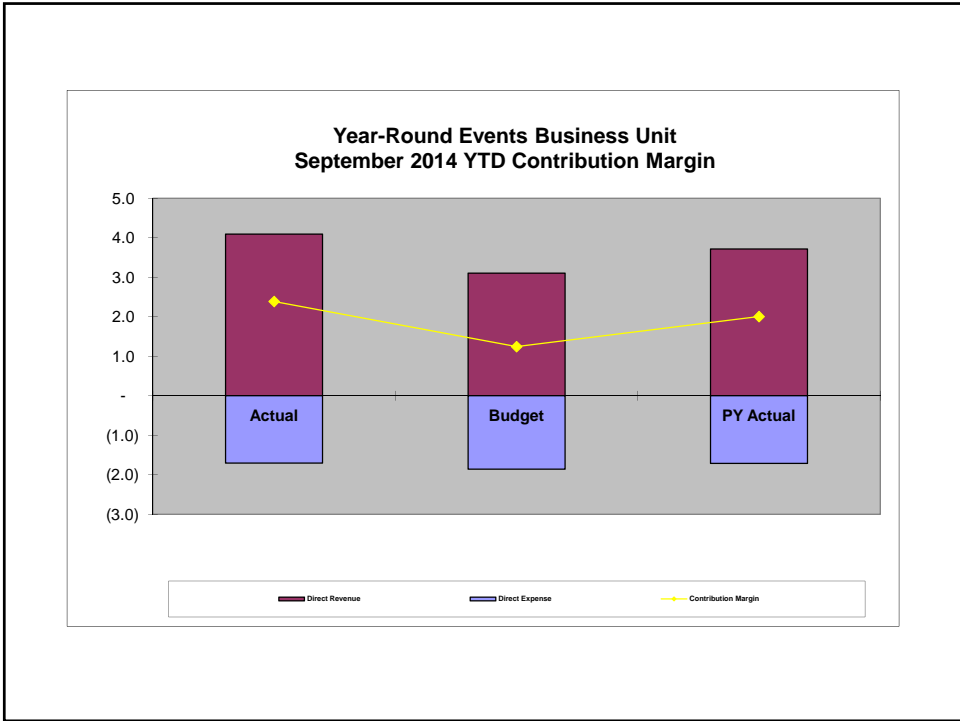
	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	13.6	9.1	12.9	8.6
Events Business Unit	2.4	1.2	2.0	1.6
MarketPlace Business Unit	1.6	1.2	1.5	1.6
Pacific Amphitheatre Business Unit	1.7	1.5	1.6	1.3
<b>Total Business Unit Contribution Margin</b>	<b>19.3</b>	<b>13.0</b>	<b>18.1</b>	<b>13.0</b>
Net Overhead Expense (Cash)	(7.4)	(8.3)	(6.9)	(10.4)
<b>Net Cash Provided (Used) Subtotal</b>	<b>12.0</b>	<b>4.7</b>	<b>11.2</b>	<b>2.7</b>
Capital Expenditures	(6.8)		(2.3)	(13.1)
Balance Sheet Changes	0.6		0.7	-
<b>Net Increase (Decrease) in Cash</b>	<b>5.8</b>	<b>4.7</b>	<b>9.6</b>	<b>(10.4)</b>





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

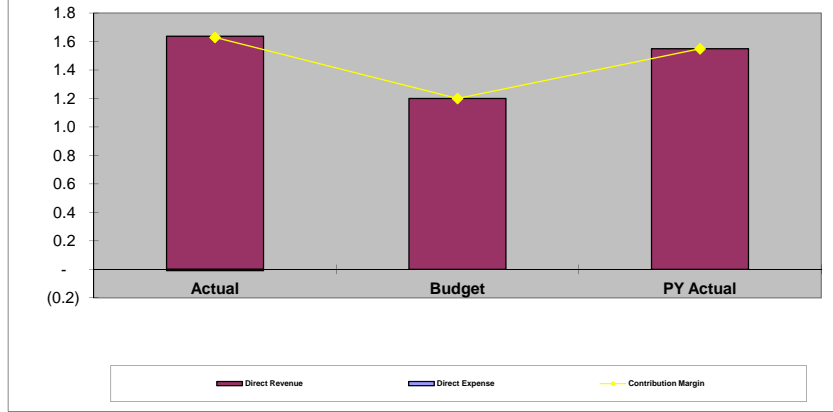
	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Admissions	\$8.3	\$7.2	\$7.6	\$7.2
Concessions	6.5	5.5	6.5	5.5
Carnival	3.5	2.7	3.3	2.7
Sponsorships	1.6	1.6	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	2.3	1.9	2.5	1.9
Other Revenue	1.1	0.8	0.9	0.8
Total Direct Revenue	24.9	21.0	23.9	21.0
Payroll/Related	3.7	3.8	3.5	4.1
Outside Services	1.5	2.0	1.7	2.1
Marketing/Related	1.3	1.4	1.3	1.4
Supplies/Equipment/Rentals	2.2	2.1	2.1	2.1
Attractions	1.2	1.4	1.1	1.4
Other Expense	1.5	1.4	1.3	1.4
Total Direct Expense	11.3	11.9	11.0	12.4
Contribution to Overhead and CapEx	<u>\$13.6</u>	<u>\$9.1</u>	<u>\$12.9</u>	<u>\$8.6</u>



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

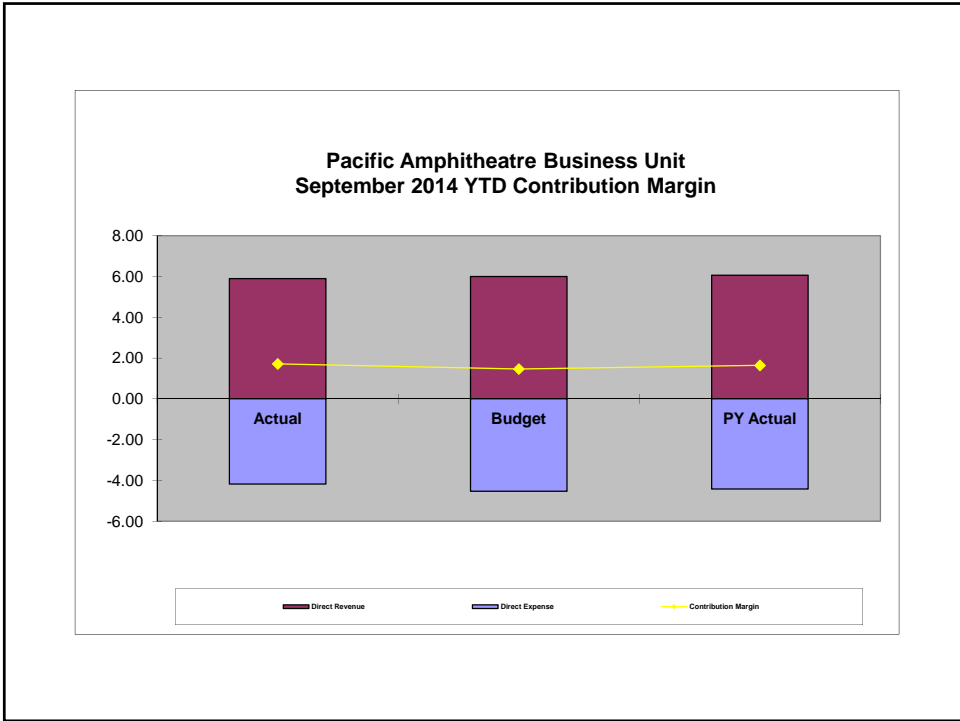
	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.0	\$0.6	\$0.8	\$1.0
Personnel Services	0.7	0.6	0.8	0.7
Concessions	0.6	0.5	0.6	0.6
Equipment Rentals	0.5	0.3	0.4	0.4
Admissions/Parking	1.2	1.0	0.9	1.2
Other Revenue	0.1	0.0	0.1	0.1
Total Direct Revenue	4.1	3.1	3.7	4.0
Payroll/Related	1.3	1.4	1.2	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	0.3	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	1.7	1.9	1.7	2.4
Contribution to Overhead and CapEx	\$2.4	\$1.2	\$2.0	\$1.6

**Market Place Business Unit  
September 2014 YTD Contribution Margin**



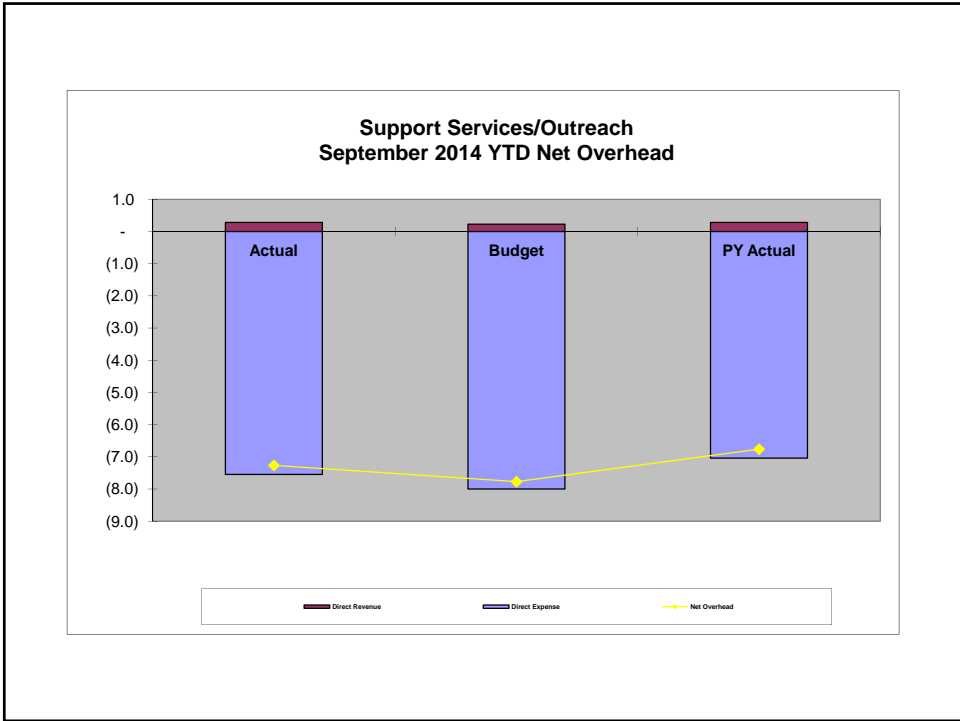
**Market Place Business Unit  
Contribution Margin Statement  
Year to Date as of September, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.6	\$1.2	\$1.5	\$1.6
Other Revenue	\$0.1	\$0.0	\$0.0	\$0.0
<b>Total Direct Revenue</b>	<b>\$1.6</b>	<b>\$1.2</b>	<b>\$1.5</b>	<b>\$1.6</b>
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total Direct Expense</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.6</b>	<b>\$1.2</b>	<b>\$1.5</b>	<b>\$1.6</b>



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of September, 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
<b>Total Direct Revenue</b>	<b>5.9</b>	<b>6.0</b>	<b>6.1</b>	<b>6.0</b>
Performers' Fees	2.6	3.0	2.9	3.0
Outside Services	0.5	0.5	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	0.3	0.2	0.2	0.2
<b>Total Direct Expense</b>	<b>4.2</b>	<b>4.5</b>	<b>4.4</b>	<b>4.7</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.7</b>	<b>\$1.5</b>	<b>\$1.6</b>	<b>\$1.3</b>



### Support Services/Outreach Business Unit Net Overhead Summary Year to Date as of September, 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	\$0.3	\$0.3
Payroll/Related	\$4.5	\$5.2	\$4.2	\$6.8
Facility/Related	\$1.5	\$1.5	\$1.5	\$1.9
Supplies/Telephone/Postage	\$0.5	\$0.5	\$0.5	\$0.6
Outside Services	\$0.6	\$0.3	\$0.4	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.2	\$0.2	\$0.2	\$0.2
Total Expense	\$7.5	\$8.0	\$7.0	\$10.2
Net Overhead	(\$7.3)	(\$7.8)	(\$6.8)	(\$9.9)
Non-Cash Expenses:				
Depreciation Expense	\$2.2	\$2.2	\$2.2	\$3.0
Total Non-Cash Expense	\$2.2	\$2.2	\$2.2	\$3.0

**Note: Includes education/outreach program expenditures of \$781K**

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of September, 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
<b>Revenues</b>								
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%	1,482,800	(21,817)	-1.5%	1,378,000
Carnival and Concessions Revenue	10,431,431	8,537,000	1,894,431	22.2%	9,875,410	556,021	5.6%	8,537,000
Exhibits Revenue	100,300	81,000	19,300	23.8%	90,024	10,276	11.4%	81,000
Attractions Revenue	3,394,305	3,931,300	(536,995)	-13.7%	4,040,278	(645,972)	-16.0%	3,931,300
Miscellaneous Revenue	5,259,990	4,283,000	976,990	22.8%	5,024,711	235,279	4.7%	4,283,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>30,667,338</b>	<b>26,753,300</b>	<b>3,914,038</b>	<b>14.6%</b>	<b>29,777,318</b>	<b>890,019</b>	<b>3.0%</b>	<b>26,753,300</b>
Facility Rental Revenue	2,590,837	1,841,100	749,737	40.7%	2,364,662	226,175	9.6%	2,561,500
Other Event Revenue	3,087,794	2,597,700	490,094	18.9%	3,032,493	55,301	1.8%	3,153,100
Equestrian Center Revenue	77,984	64,260	13,724	21.4%	89,967	(11,984)	-13.3%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	102,069	146,649	(44,580)	-30.4%	130,365	(28,296)	-21.7%	164,124
<b>Total Rental Revenue</b>	<b>5,858,684</b>	<b>4,649,709</b>	<b>1,208,975</b>	<b>26.0%</b>	<b>5,617,487</b>	<b>241,196</b>	<b>4.3%</b>	<b>5,964,404</b>
Interest Earnings	47,778	41,175	6,603	16.0%	48,841	(1,063)	-2.2%	54,900
Grants	79,530	55,500	24,030	43.3%	59,957	19,573	32.6%	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%	-
<b>Total Non-Operating Revenue</b>	<b>239,808</b>	<b>146,675</b>	<b>93,133</b>	<b>63.5%</b>	<b>158,502</b>	<b>81,306</b>	<b>51.3%</b>	<b>178,900</b>
<b>Total Revenue</b>	<b>\$ 36,765,829</b>	<b>\$ 31,549,684</b>	<b>\$ 5,216,145</b>	<b>16.5%</b>	<b>\$ 35,553,308</b>	<b>\$ 1,212,521</b>	<b>3.4%</b>	<b>\$ 32,896,604</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 9,544,297	\$ 10,459,798	\$ 915,501	8.8%	\$ 9,047,604	\$ (496,693)	-5.5%	\$ 12,933,094
Professional Services Expense	2,645,103	2,812,875	167,772	6.0%	2,650,477	5,375	0.2%	3,037,704
Directors Expense	5,185	11,342	6,157	54.3%	17,155	11,970	69.8%	13,742
Insurance Expense	286,771	276,078	(10,693)	-3.9%	246,540	(40,231)	-16.3%	281,478
Telephone & Postage Expense	88,638	118,952	30,314	25.5%	117,292	28,654	24.4%	154,627
Supplies and Equipment Expense	3,176,598	3,083,468	(93,130)	-3.0%	3,079,355	(97,244)	-3.2%	3,197,839
Facility and Related Expense	2,749,885	2,764,678	14,793	0.5%	2,649,216	(100,669)	-3.8%	3,196,220
Publicity & Related Expense	1,611,811	1,697,217	85,406	5.0%	1,573,061	(38,750)	-2.5%	1,734,737
Attractions Expense	3,779,020	4,420,800	641,780	14.5%	4,034,910	255,889	6.3%	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	115,474	120,484	5,010	4.2%	114,220	(1,253)	-1.1%	122,284
Other Operating Expense	404,505	312,322	(92,183)	-29.5%	310,451	(94,054)	-30.3%	397,680
<b>Total Operating Expense</b>	<b>24,660,756</b>	<b>26,330,448</b>	<b>1,669,692</b>	<b>6.3%</b>	<b>24,092,714</b>	<b>(568,042)</b>	<b>-2.4%</b>	<b>29,747,139</b>
Depreciation Expense	2,232,905	2,232,909	4	0.0%	2,220,766	(12,139)	-0.5%	2,977,212
Major Projects	88,041	480,700	392,659	81.7%	109,154	21,113	19.3%	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	108,151	62,115	N/A	-
<b>Total Non-Operating Expense</b>	<b>2,366,981</b>	<b>2,713,609</b>	<b>346,628</b>	<b>12.8%</b>	<b>2,438,071</b>	<b>71,090</b>	<b>2.9%</b>	<b>3,457,912</b>
<b>Total Expense</b>	<b>\$ 27,027,738</b>	<b>\$ 29,044,057</b>	<b>\$ 2,016,319</b>	<b>19.1%</b>	<b>\$ 26,530,785</b>	<b>\$ (496,952)</b>	<b>0.6%</b>	<b>\$ 33,205,051</b>
<b>Net Proceeds</b>	<b>\$ 9,738,092</b>	<b>\$ 2,505,627</b>	<b>\$ 7,232,465</b>	<b>288.6%</b>	<b>\$ 9,022,523</b>	<b>\$ 715,569</b>	<b>7.9%</b>	<b>\$ (308,447)</b>

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

	2014	2013
<b>Assets</b>		
Cash	\$ 1,964,708	\$ (433,039)
Investments	31,321,764	32,905,069
Accounts Receivable	1,253,177	1,741,839
Reserve for Bad Debt	(29,614)	(50,565)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>34,510,034</b>	<b>34,163,304</b>
Deferred Expenses	100,783	234
Capital Projects in Process	11,767,756	2,763,245
Land	133,553	133,553
Buildings and Improvements	33,153,961	35,023,585
Equipment	134,358	709,802
<b>Long Term Assets</b>	<b>45,290,411</b>	<b>38,630,421</b>
<b>Total Assets</b>	<b>\$ 79,800,445</b>	<b>\$ 72,793,725</b>
<b>Liabilities</b>		
Accounts Payable	\$ 2,157,738	\$ 2,261,283
Deferred Revenue	523,008	666,989
Other Payroll Deductions	227,771	269,873
Deposits	30,251	35,000
Other Liabilities	-	174
<b>Short Term Liabilities</b>	<b>2,938,767</b>	<b>3,233,320</b>
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b>1,007,530</b>	<b>1,017,638</b>
<b>Total Liabilities</b>	<b>3,946,298</b>	<b>4,250,957</b>
<b>Resources</b>		
Investment in Capital Assets	45,189,628	38,677,430
Net Resources - Designated Use	866,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	20,033,508	20,086,628
Net Resources - Auction Fund	26,459	27,229
	66,116,056	59,520,244
Net Proceeds from Operations	9,738,092	9,022,523
<b>Total Resources</b>	<b>75,854,147</b>	<b>68,542,767</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 79,800,445</b>	<b>\$ 72,793,725</b>

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

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

<b>Net Proceeds</b>	<b>\$9,738,092</b>
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**Non-Cash Expenses:**

Depreciation Expense *	2,267,976
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**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	(806,720)
(Incr) Decr in Other Assets	(82,133)
Incr (Decr) in Accounts Payable	1,194,400
Incr (Decr) in Other Accrued Liabilities	306,543
Subtotal	612,090

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

**12,618,158**

**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(6,765,119)

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

**(6,765,119)**

<b>Net Increase (Decrease) in Cash</b>	<b>\$5,853,039</b>
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Cash at Beginning of Year	27,433,432
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<b>Cash at End of Period</b>	<b>\$33,286,471</b>
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\* Includes \$35,071 of Prior Year Expenses - Depreciation



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

<u>Description</u>	<u>2014 Budget</u>	<u>2014 Spent</u>	<u>2014 Remaining</u>
<b>Buildings and Improvements</b>			
Pac Amp Renovation	10,704,000.00	5,534,890.39	5,169,109.61
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	545,698.02	(14,158.02)
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
<b>Total Buildings and Improvements</b>	<b>12,537,540.00</b>	<b>6,520,031.48</b>	<b>6,017,508.52</b>
<b>Carnival Improvements</b>			
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)
<b>Total Carnival Improvements</b>	<b>435,000.00</b>	<b>60,024.61</b>	<b>374,975.39</b>
<b>Equipment</b>			
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)
Telescoping Lift	0.00	486.00	(486.00)
<b>Total Equipment</b>	<b>140,000.00</b>	<b>185,062.94</b>	<b>(45,062.94)</b>
<b>Total Capital Expenditures</b>	<b>13,112,540.00</b>	<b>6,765,119.03</b>	<b>6,347,420.97</b>
<b>Major Projects</b>			
ASA Repainting	160,000.00	0.00	160,000.00
Pac Amp - Paint/Repair Superstructure	170,000.00	16,051.84	153,948.16
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
<b>Total Major Projects</b>	<b>480,700.00</b>	<b>88,040.84</b>	<b>392,659.16</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>13,593,240.00</b>	<b>6,853,159.87</b>	<b>6,740,080.13</b>

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75568	10/01/14	American Express	963.86
75569	10/01/14	California Technology Agency	722.00
75570	10/01/14	California Fairs Financing Authority	1,480.80
75571	10/01/14	CCS Orange County Janitorial, Inc.	1,291.56
75572	10/01/14	Cruisin For A Cure	50,000.00
75573	10/01/14	US Department of Education	41.51
75574	10/01/14	Department Of Human Resources	263.50
75575	10/01/14	Eisel Enterprises, Inc.	1,525.39
75576	10/01/14	Electric Car Sales & Services Inc.	3,282.00
75577	10/01/14	IRS - ACS Support - Stop 813G	38.65
75578	10/01/14	Jerry Liu & Associates	2,402.48
75579	10/01/14	KRCA - TV	2,422.50
75580	10/01/14	Douglas Lofstrom	289.55
75581	10/01/14	Medical and Safety Management, Inc.	340.00
75582	10/01/14	Mesa Water District	18,024.56
75583	10/01/14	Mobile Modular Portable Storage	125.00
75584	10/01/14	Orange County Treasurer-Tax Collector	965.84
75585	10/01/14	Ovations FanFare, LP	150.82
75586	10/01/14	Penhall Company dba Penhall Rentals	5,516.23
75587	10/01/14	Red Wing Hatchery	62.70
75588	10/01/14	Sally Lansing	200.00
75589	10/01/14	State Disbursement Unit	356.34
75590	10/01/14	Statewide Seating & Grandstands, Inc.	3,260.00
75591	10/01/14	Suck-It Up	522.72
75592	10/01/14	Yale/Chase Equipment and Services, Inc.	26,534.74
75593	10/02/14	Ovations FanFare, LP	209,819.21
E49354582	10/06/14	Pitney Bowes Inc.	3,000.00
P3015071923	10/06/14	Pay Pal	59.95
75594	10/08/14	Association of State CA Supervisors	72.00
75595	10/08/14	American Express	41.60
75596	10/08/14	A&P Development & Construction, Inc.	18,160.30
75597	10/08/14	ASCAP	5,672.45
75598	10/08/14	AT&T	37.14
75599	10/08/14	Boyd & Associates, Inc.	1,456.50
75600	10/08/14	Byer Geotechnical, Inc.	1,075.00
75601	10/08/14	Cathy Glasgow	4.32
75602	10/08/14	California Fairs Financing Authority	3,457.62
75603	10/08/14	California Fair Services Authority	1,519.90
75604	10/08/14	Classic Tents, Inc.	6,923.24
75605	10/08/14	Cruisin For A Cure	5,201.50
75606	10/08/14	Cummins-Allison Corp	7,424.86
75607	10/08/14	DeltaCare USA	711.94
75608	10/08/14	Delta Dental Plan Of California	3,892.49
75609	10/08/14	Department of General Services	369.38
75610	10/08/14	Dewey's Transfer Service Inc.	513.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75611	10/08/14	Haitbrink Asphalt Paving, Inc.	3,400.00
75612	10/08/14	IUOE, Craft/Maint. Division	1,092.00
75613	10/08/14	Lisa Sexton	6,612.50
75614	10/08/14	NRG Maintenance	500.00
75615	10/08/14	Orange County Wine Society, Inc.	252.00
75616	10/08/14	CA Public Employees Retirement System	267.99
75617	10/08/14	Pinnacle Petroleum, Inc.	1,966.95
75618	10/08/14	Platinum Resource Group	1,482.00
75619	10/08/14	Sand Sports Super Show	148,688.78
75620	10/08/14	SEIU Local 1000 CA State Employees Asso.	1,857.80
75621	10/08/14	Silverado Stages, Inc.	34,223.75
75622	10/08/14	Sound Media Fusion, LLC	6,000.00
75623	10/08/14	The Gas Company	441.63
75624	10/08/14	West Coast Aerial Photography, Inc.	1,387.80
75625	10/08/14	Williams Scotsman, Inc.	1,139.41
75626	10/08/14	Blue Shield Of California	16,522.02
75627	10/08/14	Kaiser Permanente	24,214.95
75628	10/08/14	CA Public Employees Retirement System	41,523.07
75629	10/16/14	A & H Refrigeration, Inc.	2,548.00
75630	10/16/14	Aquatic Service, Inc.	195.00
75631	10/16/14	AT&T	846.75
75632	10/16/14	BurrellesLuce	174.60
75633	10/16/14	California Fair Services Authority	6,099.17
75634	10/16/14	California Fair Services Authority	90.00
75635	10/16/14	Classic Tents, Inc.	2,656.90
75636	10/16/14	Costa Mesa Chamber Of Commerce	119.50
75637	10/16/14	Collective, Inc	5,863.89
75638	10/16/14	CCS Orange County Janitorial, Inc.	11,818.16
75639	10/16/14	Moor + South/Pier Management Co	25,201.78
75640	10/16/14	Eisel Enterprises, Inc.	2,266.92
75641	10/16/14	Golden Bell Products, Inc.	892.50
75642	10/16/14	Lawrence Roll-Up Doors, Inc.	819.40
75643	10/16/14	Loomis Armored US, LLC	64.38
75644	10/16/14	Lopez Works, Inc.	27,333.55
75645	10/16/14	Marketwire, Inc.	500.00
75646	10/16/14	Gravity Technologies Inc.	349.00
75647	10/16/14	Noble Iron, Inc.	7,449.00
75648	10/16/14	NRG Maintenance	1,950.00
75649	10/16/14	Orange County Treasurer-Tax Collector	17,366.86
75650	10/16/14	On Trend Apparel, Inc.	56.70
75651	10/16/14	Ovations FanFare, LP	150.82
75652	10/16/14	Penhall Company dba Penhall Rentals	224.54
75653	10/16/14	Pinnacle Landscape Company	4,457.00
75654	10/16/14	Pinnacle Petroleum, Inc.	963.58
75655	10/16/14	Platinum Resource Group	3,120.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75656	10/16/14	U.S. Postmaster	3,000.00
75657	10/16/14	Rancho Viejo Glass	1,120.00
75658	10/16/14	Safeguard Health Plans	91.82
75659	10/16/14	Southern California Edison	122,199.06
75660	10/16/14	State Disbursement Unit	331.00
75661	10/16/14	Talamantes Drum Co.	291.60
75662	10/16/14	TalentWise, Inc.	30.00
75663	10/16/14	Tour Design Creative Services	695.00
75664	10/16/14	Verizon Wireless	1,644.73
75665	10/17/14	Sound Media Fusion, LLC	5,250.00
E14313237	10/17/14	CA Public Employees Retirement System	121,168.25
E14317973	10/17/14	CA Public Employees Retirement System	492.95
75666	10/23/14	Cart Mart, Inc.	5,939.08
75667	10/23/14	California Fair Services Authority	11,025.72
75668	10/23/14	Classic Tents, Inc.	29,509.35
75669	10/23/14	CCS Orange County Janitorial, Inc.	110,333.07
75670	10/23/14	CR&A Custom, Inc.	2,665.11
75671	10/23/14	Henry's Auto Transport	255.00
75672	10/23/14	Jose Flores	15.00
75673	10/23/14	Justin Aquino	69.57
75674	10/23/14	Megan Riel	9.39
75675	10/23/14	Rebecca Marocchi	15.00
75676	10/23/14	Red Wing Hatchery	90.20
75677	10/23/14	Saddleback Veterinary Services, Inc.	333.00
75678	10/23/14	CDFA (California Dept. of Food & Ag.)	39,750.00
EEB745A4B27	10/24/14	US Bank	99,480.74
75679	10/29/14	A & H Refrigeration, Inc.	1,388.34
75680	10/29/14	The Association of Gamers at UCI	470.13
75681	10/29/14	AT&T	706.95
75682	10/29/14	AWI Builders, Inc.	346,892.50
75683	10/29/14	Brook Furniture Rental, Inc.	1,825.20
75684	10/29/14	Brook Furniture Rental, Inc.	4,583.00
75685	10/29/14	California Fair Services Authority	103,174.50
75686	10/29/14	California Fair Services Authority	465.00
75687	10/29/14	CCS Orange County Janitorial, Inc.	2,267.10
75688	10/29/14	CR&R INC.	7,032.75
75689	10/29/14	Department Of Human Resources	493.00
75690	10/29/14	Elaine Kumamoto	67.32
75691	10/29/14	Favorday Church	1,500.00
75692	10/29/14	Gem Faire, Inc.	833.25
75693	10/29/14	Haitbrink Asphalt Paving, Inc.	2,350.00
75694	10/29/14	IIDA Southern California Chapter	1,292.50
75695	10/29/14	Joan Hamill	20.00
75696	10/29/14	Kathlyn Keife	56.05
75697	10/29/14	Lisa Nguyen	913.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75698	10/29/14	Lisa Sexton	6,612.50
75699	10/29/14	MAKE Architecture	3,017.71
75700	10/29/14	Mariana Sanchez	45.21
75701	10/29/14	Mesa Water District	17,681.48
75702	10/29/14	Newport Mesa Unified School District	1,307.00
75703	10/29/14	Noble Iron, Inc.	492.56
75704	10/29/14	Orange County Treasurer-Tax Collector	10,164.87
75705	10/29/14	Orange County Wine Society, Inc.	182.00
75706	10/29/14	PHCC	1,003.50
75707	10/29/14	Platinum Resource Group	1,443.00
75708	10/29/14	Red Wing Hatchery	90.20
75709	10/29/14	Ricoh Americas Corporation	2,602.04
75710	10/29/14	Robin Wachner	48.00
75711	10/29/14	Roy Englebrecht Promotions	260.16
75712	10/29/14	Sabrina Sakaguchi	34.64
75713	10/29/14	Sand Sports Super Show	9,362.00
75714	10/29/14	Sarah Breucop	20.00
75715	10/29/14	Quijote Corporation dba Sensis	22,227.50
75716	10/29/14	Silverado Stages, Inc.	103,142.75
75717	10/29/14	Sound Media Fusion, LLC	5,250.00
75718	10/29/14	State Disbursement Unit	356.34
75719	10/29/14	Sugar Plum Festivals	1,371.00
75720	10/30/14	City of Costa Mesa	15.00
<b>Total October AP Checks/Electronic Payments</b>			<b>2,024,210.49</b>

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
34398	10/01/14	Jon Parks	50.00
34399	10/01/14	Bob Slane	150.00
34400	10/01/14	Hal Metlitzky	150.00
34401	10/01/14	Ross Gilroy	200.00
34402	10/01/14	Wayne Montz	200.00
34403	10/01/14	David Blackburn	550.00
34404	10/01/14	James Heimbach	550.00
<b>Total October Premium Checks</b>			<b>\$1,850.00</b>



# CENTENNIAL FARM FOUNDATION

*A foundation for the benefit of Youth and Agriculture*

September 2014

Stan Tkaczyk, Chair  
Board of Directors  
OC Fair and Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

Chair Tkaczyk:

The Centennial Farm Foundation, at its September 25, 2014 meeting, has elected and is submitting to the Chair, the following individuals to serve on the Centennial Farm Foundation Board of Directors:

Mary Ann Archbold	term to expire October 2016
Mike Bennett	term to expire October 2016
Clare Einsmann	term to expire October 2016
Kenny Ferraro	term to expire October 2017
Gary Hayakawa	term to expire October 2017
Tom Mullen, Treasurer	term to expire October 2017
Mark Murai	term to expire October 2017
Kathy Nakase, Sect.	term to expire October 2017
Ben Pickett	term to expire October 2016
Mark Ramsay, Pres.	term to expire October 2016
Lon Records, V. P.	term to expire October 2017
Tim Shoemake	term to expire October 2017
Leslie Trasport	term to expire October 2016

The Centennial Farm Foundation looks forward to your appointments to serve on the Foundation Board, and appreciates the past participation of Gerardo Mouet. He is dedicated to the goals of the organization, and his involvement was appreciated.

Respectfully submitted,

Mack Ramsay  
President

cc: Doug Lofstrom, OC Fair & Event Center, CEO



*The Centennial Farm is located at the Orange County Fairgrounds*  
88 Fair Drive • Costa Mesa • California • 92626 • (714) 708-1619



# CENTENNIAL FARM FOUNDATION

*A foundation for the benefit of Youth and Agriculture*

October, 2014

The Board of Directors  
Orange County Fair and Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

The Centennial Farm Foundation (CFF) and I have become aware that the Century Barn, located between the Silo Building and the Millennium Barn, is in need of major repair or replacement; and that its structure is dangerous to the staff as well as the livestock. We are also aware that the Century Barn has been on the Orange County Fair and Event Center (OCFEC) capital improvement request list for many years.

The CFF feels that the Centennial Farm is one of the most successful year-round community outreach programs at the OCFEC. It is the premier model of agricultural education in the State, and perhaps the nation. And therefore, its infrastructure must be maintained to insure the maximum in safety, security and reliability for its visitors, staff and livestock.

Therefore, CFF strongly encourages the Board of Directors of OCFEC to approve the Century Barn as one of the capital improvement projects for the upcoming fiscal year.

In addition, CFF will make every effort to financially assist in making the improved Century Barn a reality. By working together, Centennial Farm will continue to be the best place in the State to bring "children" of all ages to learn the lessons of the FARM!

Thank you.

Sincerely,

Mack Ramsay  
President



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88 Fair Drive • Costa Mesa • California • 92626 • (714) 708-1619



**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD OCTOBER 23, 2014**

**1. CALL TO ORDER:**

Chair Tkaczyk called the meeting to order at 9:03 a.m.

**2. MISSION STATEMENT:**

Chair Tkaczyk recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited by Vice Chair Aitken. Roll call taken by Jeff Willson.

**4. DIRECTORS PRESENT:**

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

**DIRECTORS ABSENT/EXCUSED:**

None

**OTHERS PRESENT:**

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Jeff Willson, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Jerry Eldridge, OCFEC Director of Facilities; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Gary Hardesty, OCFEC; Roger Grable, Manatt, Phelps & Phillips, LLP; Larry Sassone; Chris Lopez, RCS; Roy Englebrecht, OC Fight Club; Frank Rojas, CPS HR Consulting; Mike Robbins; Jeanine Robbins; Chuck Duggan; Reggie Mundekis; Audrey Reese; Juan Quintero, Ovations; Bradley Zint, Daily Pilot; Stew Suchman, Tel Phil legal counsel; Bobby McDonald, OC Veteran's Council; Ryan Miller, Tel Phil; Carina Franck-Pantone; Howard Lindsey; Dennis Esslinger, OCWS; Theresa Sears

**5. CEO'S OPERATIONAL UPDATE**

Doug Lofstrom, OCFEC CEO, provided an update regarding the Community Focus Group held on October 22, 2014.

Chair Tkaczyk stated that it was a great meeting providing good information from a good cross section of the community.

Vice Chair Aitken appreciated the perspective provided by the focus group.

Lofstrom then announced that Second Harvest Food Bank will be recognizing the OC Fair for the annual We Care Wednesday program.

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

## 6. PUBLIC COMMENT

Bobby McDonald, OC Veteran's Council, spoke about the Veterans + Labor Event on Veterans Day.

Vice Chair Aitken asked if there would be representatives from legal services who provide pro bono legal services for veterans.

McDonald answered yes.

Audrey Reese spoke in support of Gary Hardesty as CEO of OC FEC.

## 7. MINUTES:

### A. Board Meeting held September 25, 2014

Action Item

**ACTION:** Director Mouet motioned and Director La Belle seconded to review and approve the minutes from the Board meeting held September 25, 2014. **MOTION PASSED WITH VICE CHAIR AITKEN ABSTAINING**

## 8. CONSENT CALENDAR

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

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

**9. GOVERNANCE PROCESS:**

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

Information Item

Director Mouet on behalf of the Centennial Farm Foundation noted that the Foundation had gotten two new appointees and the Farm is celebrating their 25<sup>th</sup> anniversary.

Director Bagneris noted that last month was her first meeting as part of the Centennial Farm Foundation and looked forward to enhancing their mission and fundraising efforts. She does not believe that a second foundation needs to be created to expand the scope of fundraising efforts and that the Centennial Farm Foundation can work towards the organization's goals.

Director Mouet stated that he believed that Centennial Farm Foundation should focus on agricultural heritage and a second foundation should be created to support other efforts by the organization.

Director Bagneris noted that Centennial Farm Foundation can utilize restricted accounts and OCFEC should not expend additional funds creating a second foundation. She also expressed concerns that the creation of a second foundation could raise concerns related to the failed sale of the fairgrounds.

Director La Belle stated that the discussion needs to be agendized as an action item for the next Board meeting.

Director Berardino stated that he is more in agreement with Director Mouet and believes that the establishment of a second foundation would be a more comfortable solution. He does not believe anyone is going to confuse the establishment of a second foundation with the foundation formed by the previous Board.

Director Bagneris stated that she understood Director Berardino's point and believed the item should be agendized for further discussion.

Director Berardino announced that the construction of the Worker's

Memorial has begun with the delivery of dirt.

Director Mouet on behalf of the Financial Monitoring Committee noted that he and Director Bagneris had met with staff to define the committee's responsibilities and scheduling of meetings.

Director Mouet on behalf of the 2015 OC Fair Liaison Committee discussed the success of the program in 2014 and staff will come up with great ideas for 2015.

Director Berardino noted that the Veterans Memorial Committee has developed an action plan and the process is moving along.

Director Ruiz announced that members of his union who had served will be attendance at the Veterans + Labor Event on Veterans Day and that the union waives any fees for veterans.

Vice Chair Aitken noted that the CEO Selection Committee has interviewed the first batch of applicants and narrowed the pool to a selection of candidates that the whole Board will interview as part of this meeting.

Director La Belle on behalf of the Legislative Monitoring Committee noted that he and Directors Cervantes and Lofstrom had had a conference call with Stephen Chambers from Western Fairs Association and believes there are some good opportunities regarding the proposed legislation. The task force hopes to bring something forward at the November Board meeting.

## **10. CLOSED SESSION**

Chair Tkaczyk noted that Closed Session will be long and anyone who wishes to stay can wait in the lobby.

He then noted that it is his last meeting as Board Chair and stated that it was one of the most enjoyable experiences in his life and is honored for the opportunity to serve. He then complimented Vice Chair Aitken and stated that he look forward to her stewardship.

Director La Belle complimented Chair Tkaczyk for his leadership.

Lofstrom thanked Chair Tkaczyk for his leadership over the past year.

Director Berardino noted that Chair Tkaczyk has done a wonderful job as Board Chair.

Director Bagneris noted that it was a privilege to be appointed when Director Tkaczyk was Chair and Lofstrom was CEO.

Paraphrasing Sir Isaac Newton, Chair Tkaczyk stated that if he had seen further, it was only because he was standing on the shoulders of giants.

Meeting adjourned to closed session at 9:55 a.m. and resumed at 4:00 p.m.

Chair Tkaczyk announced that the Board has provided direction to the consultant and will be working through the process and expects to make a formal announcement at the November meeting.

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

None.

**12. NEXT BOARD MEETING: THURSDAY, NOVEMBER 20, 2014**

**13. ADJOURNMENT**

Meeting adjourned at 4:02 p.m.

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Stan Tkaczyk, Chair

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Doug Lofstrom, Chief Executive Officer

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD NOVEMBER 10, 2014**

**1. CALL TO ORDER:**

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

**2. MISSION STATEMENT:**

Chair Aitken recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited by Vice Chair Mouet. Roll call taken by Jeff Willson.

**4. DIRECTORS PRESENT:**

Chair Aitken, Vice Chair Mouet, Director La Belle, Director Berardino, Director Cervantes, Director Nguyen and Director Ruiz

**ATTENDING BY TELECONFERENCE:**

Director Tkaczyk, Director Bagneris

**DIRECTORS ABSENT/EXCUSED:**

None

**OTHERS PRESENT:**

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Jeff Willson, OCFEC; Howard Sandler, OCFEC Director of Events; Clint Eastman, CPMG; Frank Rojas, CPS HR Consulting Services; Kelly Shelton, City of Costa Mesa, Larry Sassone; Reggie Mundekis; El Veasta Lampley

**5. CEO'S OPERATIONAL UPDATE**

Doug Lofstrom, OCFEC CEO, noted the Veteran's Day Event on Tuesday, Nov.11. He then discussed the Financial Monitoring Committee meeting scheduled for Friday, Nov. 14 at 9 a.m. He then announced the 25<sup>th</sup> anniversary celebration of Centennial Farm on Thursday, Nov. 20 at 2 p.m.

**6. PUBLIC COMMENT**

El Veasta Lampley discussed her attempts to hold an event at OCFEC and asked that the Board would review her proposal.

Chair Aitken requested that staff follow up with Ms Lampley.

Reggie Mundekis spoke in support hiring of Gary Hardesty as OCFEFC CEO.

**7. MINUTES:**

None.

**8. CONSENT CALENDAR**

None.

**9. GOVERNANCE PROCESS:**

None.

**10. CLOSED SESSION**

Meeting adjourned to closed session at 9:12 a.m. and resumed at 10:17 a.m.

Chair Aitken announced that there was no reportable action from closed session

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

Director Berardino discussed programming at the Veterans Day Event on Tuesday, November 11.

Chair Aitken noted that the next Board meeting was Thursday, November 20.

**12. NEXT BOARD MEETING: THURSDAY, NOVEMBER 20, 2014**

**13. ADJOURNMENT**

Meeting adjourned at 10:18 a.m.

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Ashleigh Aitken, Chair

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Doug Lofstrom, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-253-14MA	ThyssenKrupp Elevator Corporation	Preventative elevator maintenance	Year Round	12/01/14 - 11/30/15		\$4,999.00
SA-254-14FR	United Site Services of California, Inc.	Rental fencing for Ag Memorial site	Year Round	11/14/14 - 06/30/15		\$2,500.00
SA-255-14AP	Arts Orange County	Collaborative services for installation and community promotion of Ag Workers' Memorial	Year Round	11/01/14 - 06/30/15		\$999.00
SA-256-14CF	On Hold					

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-13-11EM (Amend #4)	Lisa Sexton	Entertainment marketing and booking services for Pacific Amphitheatre with the fourth and final option year to renew; total contract value increased to \$800,322.00	Year Round	01/01/15 - 12/31/15		\$167,922.00
SA-14-11PS (Amend #6)	RK Diversified Entertainment, Inc.	Production services at Pac Amp and OC Fair with the fourth and final option year to renew; total contract value increased to \$571,862.39	Year Round	01/01/15 - 12/31/15		\$117,768.00
SA-17-11FA (Amend #2)	Medical and Safety Management, Inc.	First aid services with the second and final option year to renew; amend Contractor's company name and FEIN; total contract value increased to \$314,800.00	Year Round	01/01/15 - 12/31/15		\$70,000.00
SA-261-13PS (Amend #2)	Ricardo Mendoza and Joshua Sarantitis	Extend contract end date to June 30, 2015; contract value decreased to \$90,000.00 as project redesign does not require separate ADA-compliant path	Year Round	01/06/14 - 06/30/15		(-\$12,000.00)

**Interagency Agreements**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-002-15IA	On Hold					

**Letters of Understanding**

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



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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER <b>SA-253-14MA</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

**SUBMIT CHECK TO:**

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**THYSSENKRUPP ELEVATOR CORPORATION**2. The agreement term is from 12/01/14 through 11/30/153. The maximum amount payable is \$ 4,999.00 pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ 4,999.00

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

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

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Preventative Elevator 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\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language) Other Exhibits (*List*) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>THYSSENKRUPP ELEVATOR CORPORATION</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Daniel Van Mil, Account Manager</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>1601 S. Sunkist Street, Suite E, Anaheim, CA 92806 Office: (714) 939-0888 Mobile: (714) 448-6422</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5230-20</b>	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**

**CONTRACTOR AGREES:**

- A. To provide preventative maintenance on the elevator at Pacific Amphitheatre.
- B. To perform the following services:
1. Examine the elevator equipment for optimum operation.
  2. Lubricate equipment for smooth and efficient performance.
  3. Adjust elevator parts and components to maximize performance and safe operation. Document all work performed on Maintenance Tasks and Records Logs provided with each controller.
  4. The examination, lubrication and adjustment will cover the following components of the elevator system:
    - Control and landing positioning systems;
    - Signal fixtures;
    - Machines, drives, motors, governors, sheaves and ropes;
    - Power units, pumps, valves and jack;
    - Car and hoistway door operating devices and door protection equipment;
    - Loadweighers, car frames and platforms, and counterweights; and
    - Safety mechanisms.
- C. To furnish repair work or services not included in standard maintenance, if required, on an hourly rate basis. Services such as vandalism, water damage, and/or misuse are considered unforeseen and are not covered in the quarterly maintenance fee. There is a two (2)-hour minimum for these types of services, with a Mechanic cost of THREE HUNDRED FIFTY SIX DOLLARS (\$356.00) per hour and Team Labor at FIVE HUNDRED SIXTY SEVEN DOLLARS (\$567.00) per hour.
- D. The mandatory annual relief test is not included in standard maintenance. The relief test shall be performed at an amount not to exceed EIGHT HUNDRED DOLLARS (\$800.00).
- E. To provide services based upon a quarterly fee of SEVEN HUNDRED TWENTY SIX DOLLARS AND NINETY FIVE CENTS (\$726.95). Quarters to begin December 2014, March 2015, June 2015 and September 2015.
- F. To submit invoices that reference the District's Purchase Order (PO) Number 45069.
- G. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To grant Contractor access to District property for the purposes of fulfilling the terms of this Agreement, as required.
- B. To pay Contractor a quarterly sum of SEVEN HUNDRED TWENTY SIX DOLLARS AND NINETY FIVE CENTS (\$726.95) upon satisfactory completion of services herein required. The total amount of this contract shall not exceed FOUR THOUSAND NINE HUNDRED NINETY NINE DOLLARS (\$4,999.00). Payment will be made net 30 and delivered via the US Postal Service.



**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 itemized invoice submitted at the conclusion of each billing quarter.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45069. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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.



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

**6. RESOLUTION:**

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

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

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

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

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

-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.



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

**e. Liquor Liability**

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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

(1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-254-14FR</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME, hereafter called the **Contractor**.  
**UNITED SITE SERVICES OF CALIFORNIA, INC.**

2. The agreement term is from 11/14/14 through 06/30/15

3. The maximum amount payable is \$ 2,500.00 pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ 2,500.00 (Attach list if applicable.)

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

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

- Exhibit A – Scope of Work - **Fence Rental for Migrant Agriculture Workers' Memorial**
- 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)
- Exhibit F – Fence Installation Layout

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](http://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 <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>UNITED SITE SERVICES OF CALIFORNIA, INC.</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Gaetano D'Anna, General Council &amp; Secretary</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>523 W. Crowther Avenue, Placentia, CA 92870 (800) 638-1233</b>			
FUND TITLE <b>Operating</b>	ITEM <b>1820-00-12B14</b>	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**

**CONTRACTOR AGREES:**

1. To rent chain link fencing, fence gates, and associated materials to the District from November 14, 2014 – June 30, 2015, at a rate of two thousand thirty-two dollars and twenty cents (\$2,032.20), inclusive of tax, delivery, pick-up, installation and removal, per Contractor’s quote dated October 24, 2014.
2. Any alterations to the schedule shall result in an adjustment to the rental fee as mutually agreed upon by the District and Contractor per the rate listed on Contractor’s quote dated October 24, 2014.
3. Fencing, fence gates, and associated materials shall be delivered to District property located at 88 Fair Drive, Costa Mesa, CA 92626. The anticipated delivery date is November 14, 2014 between 7:00 a.m. – 3:30 p.m. The anticipated pick-up date is June 30, 2015 between 7:00 a.m. – 3:30 p.m. Final delivery/pick-up dates shall be determined by the District.
4. Fencing shall be installed at the Migrant Agriculture Workers’ Memorial site adjacent to Centennial Farm in the Blue Gate Park area according to the attached Exhibit F – Fence Installation Layout. Due to the underground infrastructure in this area, Contractor shall be supervised by the District’s Facilities Supervisor during core drill and installation.
5. The time of installation and removal is critical. Each installation/removal must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
6. The District reserves the right to modify the rental period and/or increase or decrease the order quantities. Contractor shall only charge the District for actual services rendered and items delivered.
7. To charge for fencing and fence materials based upon the rates detailed in Contractors quote dated October 24, 2014. Contractor’s fencing and fence material rental rates are as follows:

<b>Fence and Fence Material Rental Rates</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total</b>
8' Tall Chain Link	200	Linear Foot	\$2.25	\$450.00
8'x10' T-Stand Panel	2	Each	\$25.00	\$50.00
8'x10' Gate - Swing	1	Each	\$80.00	\$80.00
8' Tall Privacy Screen	460	Linear Foot	\$2.50	\$1,150.00
Core Drill	200	Each	\$0.25	\$50.00
Asphalt Hole Patching	20	Each	\$1.00	\$20.00
Subtotal				\$1,800.00
Environmental Fee (12.9%)	1		\$232.20	\$232.20
<b>Total</b>				<b>\$2,032.20</b>

8. Fencing and fence materials are to be in new or nearly new condition. No rusted, soiled, bent, torn or broken pieces/materials are to be utilized in the fulfillment of this installation.
9. All fencing must have a smooth top (knuckle/smooth or flat finish).
10. Chain link fence polls must be plumb and in a straight line.
11. Chain link fencing is to be strung tight.
12. Contractor to use existing holes when feasible for installation. At District’s request, all holes in asphalt related to fence installation will be patched upon removal. District reserves the right to conduct its own hole patching.
13. Contractor shall not charge the District for ordinary use and wear of rental unit.
14. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES:**

1. To provide Contractor with access to District property in order to deliver/install and pick-up/remove fencing and fence material.
2. After hours and/or weekend trips may be incur an additional cost. Cost shall be mutually agreed upon by District and Contractor in writing prior to additional work being performed.
3. District is responsible for cost of replacement and/or repairs to rental materials that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
4. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon completion of services herein required and receipt of proper invoice.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 1820-00-12B14

**PAYMENT PROVISIONS:**

Payment will be made net 30 upon satisfactory completion of services herein required at conclusion of each monthly billing cycle and upon receipt of proper invoice.

The invoice is to be itemized and contain the District's Purchase Order (PO) number 45076. Invoice may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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



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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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



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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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





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

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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

##### a. General Liability

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

##### d. Medical Malpractice

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

##### e. Liquor Liability

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

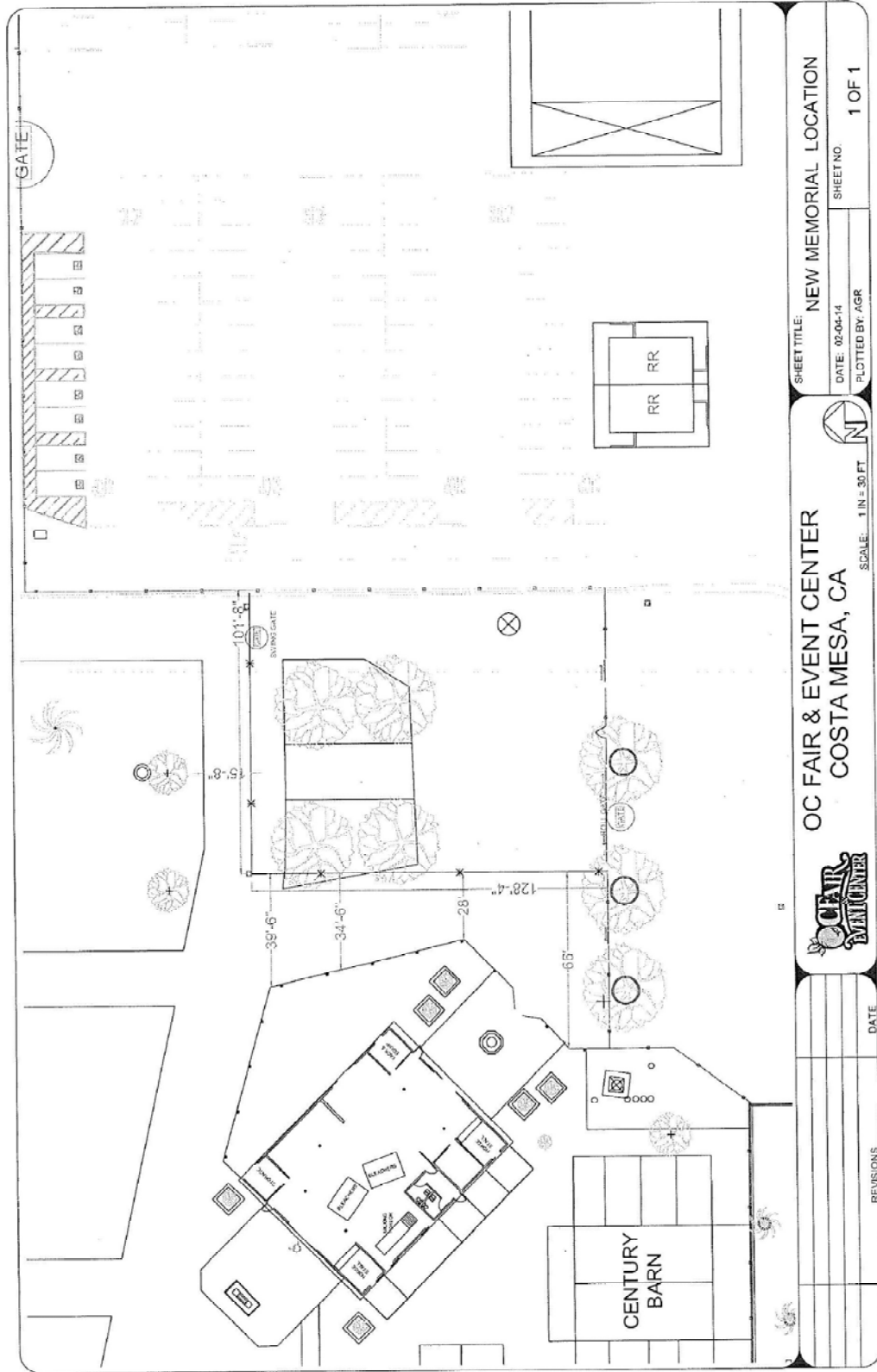
**III. Participant Waivers**

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

-End Exhibit E-



**EXHIBIT F – FENCE INSTALLATION LAYOUT**



**OC FAIR & EVENT CENTER**  
 COSTA MESA, CA

**OC FAIR & EVENT CENTER**

SHEET TITLE: NEW MEMORIAL LOCATION  
 DATE: 02-04-14  
 PLOTTED BY: AGR

SHEET NO. 1 OF 1

SCALE: 1 IN = 30 FT

REVISIONS	DATE

-End Exhibit F-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-255-14AP</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>ARTS ORANGE COUNTY</b>
---	--

2. The agreement term is from **11/01/14** through **06/30/15**

3. The maximum amount payable is \$ **999.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **999.00** (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 – **Collaborative Services for Memorial Art Project**
- 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](http://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 <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>ARTS ORANGE COUNTY</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Pat Wayne, Deputy Director</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>3730 South Susan Street, Suite 100, Santa Ana, CA 92704 (714) 556-5160, ext. 12</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-44</b>	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**

**CONTRACTOR AGREES:**

- A. To provide collaborative services during the installation and completion of the Migrant Agriculture Workers' Memorial ("Memorial") at the OC Fair & Event Center.
- B. To perform services with respect to the Memorial as follows:
  - 1. Liaison with artist regarding timetables, deadlines and execution of art proposal.
  - 2. Interface between the District and artist to prepare specific site and installation.
  - 3. Provide advisory services for media events for the introduction and aesthetic of proposed art project to the public and art community.
- C. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide staff to support and participate in all meetings, as determined necessary by the District.
- B. To provide a meeting space with hospitality, as determined necessary by the District.
- C. To pay Contractor a total sum not to exceed NINE HUNDRED NINETY NINE DOLLARS (\$999.00) upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Payment will be made net 30 and delivered via the US Postal Service.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5100-44

**PAYMENT PROVISIONS:**

Payment will be made net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice submitted at the conclusion of each service month.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45074. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-





**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

1. **APPROVAL:**

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

2. **AMENDMENT:**

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

3. **ASSIGNMENT:**

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

4. **AUDIT:**

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

5. **INDEMNIFICATION:**

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

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

8. **INDEPENDENT CONTRACTOR:**

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



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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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



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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

###### a. General Liability

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

###### b. Automobile Liability

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

###### c. Workers' Compensation

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

###### d. Medical Malpractice

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

###### e. Liquor Liability

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





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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER

AMENDMENT NUMBER

**SA-13-11EM****#4**

REGISTRATION NUMBER

**1115290**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**LISA SEXTON**

2. The term of this

**FED ID:**

Agreement is

**01/01/15**

through

**12/31/15**

3. The maximum amount of this

**\$167,922.00 Amendment**

Agreement after this amendment is:

**\$800,322.00**

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



**Standard Agreement #13-11EM, dated December 10, 2011, between the District and Lisa Sexton is hereby amended as follows:****CONTRACTOR AGREES:**

1. To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre at the OC Fair & Event Center with the fourth year option to renew at \$162,922.00.
2. To include the addition of a flat rate of \$5,000.00, as stipulated in SA-13-11EM Amendment #1, in lieu of variable compensation detailed in Paragraph 2 of the original contract.
3. The combined total amount for the fourth option year is \$167,922.00.

**STATE AGREES:**

1. To pay Contractor a total amount not to exceed EIGHT HUNDRED THOUSAND THREE HUNDRED TWENTY TWO DOLLARS (\$800,322.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
<b>LISA SEXTON</b>			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Lisa Sexton</b>			
ADDRESS			
<b>787 Crescent Avenue, Santa Maria, CA 93455 (714) 745-3957</b>			
STATE OF CALIFORNIA			
AGENCY NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>			
ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>			
		<input type="checkbox"/> Exempt per:	

Account #: 5100-72

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-14-11PS</b>	AMENDMENT NUMBER <b>#6</b>
REGISTRATION NUMBER <b>1114963</b>	

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**2. The term of this Agreement is **01/01/15** through **12/31/15** **FED ID:**3. The maximum amount of this Agreement after this amendment is: **\$117,768.00 Amendment****\$571,862.39**

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

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



1. To amend the original contract to provide production services for the Pacific Amphitheatre at the OC Fair &amp; Event Center with the fourth and final option year to renew at \$117,768.00.

**DISTRICT AGREES:**

1. To pay the Contractor a total amount not to exceed FIVE HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS AND THIRTY NINE CENTS (\$571,862.39) upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond L. Woodbury, President</b>		
ADDRESS <b>112 North Harvard Avenue, PMB 244, Claremont, CA 91711 (909) 579-0511</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-17-11FA</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1116315</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**MEDICAL AND SAFETY MANAGEMENT, INC.**
2. The term of this Agreement is **01/01/15** through **12/31/15** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$70,000.00 Amendment**  
**\$314,800.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

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

**CONTRACTOR AGREES:**

- To amend the original contract to provide first aid services at the OC Fair & Event Center with the second and final option year to renew at \$70,000.00.
- To provide first aid services at the hourly rate of \$20.00 per hour.
- To change Contractor's name from Medical and Safety Management to Medical and Safety Management, Inc.
- To change Contractor's Federal Identification Number to 27-2425791.

**STATE AGREES:**

- To pay Contractor a total amount not to exceed THREE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$314,800.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

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

 Exempt per:

Account #: Distribution



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER <b>SA-261-13PS</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1325809</b>	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
CONTRACTOR'S NAME  
**RICARDO MENDOZA AND JOSHUA SARANTITIS**
- The term of this Agreement is **01/06/14** through **06/30/15** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **Less \$12,000.00 Amendment \$90,000.00**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #261-13PS, dated November 13, 2013, between the District and Ricardo Mendoza and Joshua Sarantitis is hereby amended as follows:**

**CONTRACTOR AGREES:**

- To extend the amended contract termination date designated in SA-261-13PS, Amendment #1, from December 31, 2014, to June 30, 2015.
- To remove the construction of an ADA-compliant concrete path at the price of \$12,000.00, as allocated in SA-261-13PS, Amendment #1, due to the redesign of the project site which rendered the location handicap accessible without the need for constructing a separate path. The not to exceed contract amount is reduced from \$102,000.00 to the original contract amount of \$90,000.00. The payment schedule shall revert to the original contracted milestones, as listed in a. – f. on the next page:

-See Next Page-

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>RICARDO MENDOZA AND JOSHUA SARANTITIS</b>		
BY (Ricardo Mendoza) 	DATE SIGNED (Do not type)	
BY (Joshua Sarantitis) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ricardo Mendoza and Joshua Sarantitis</b>		
ADDRESS <b>Ricardo Mendoza</b> 508 Echandia Street, Los Angeles, CA 90033 (323) 717-5033 lumuria@sbcglobal.net	<b>Joshua Sarantitis</b> Brooklyn Navy Yard, 63 Flushing Ave., Bldg. 131, Ste. 3S, MB #158 Brooklyn, NY 11205 (215) 432-7148 Josh.Sarantitis@gmail.com	
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per:
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



**CONTRACTOR AGREES (CONT.):**

- a. 10% upon contract execution whereby District obtains all rights to Awarded Design = \$9,000.00
  - b. 30% upon delivery and acceptance of Schematic Designs, Shop Drawings and Construction Plans = \$27,000.00
  - c. 20% upon no less than 25% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
  - d. 20% upon no less than 50% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
  - e. 10% upon no less than 75% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$9,000.00
  - f. 10% upon 100% of project completion and receipt of written Maintenance and Conservation manual = \$9,000.00
3. To complete the project according to the following revised timeline, as updated by Contractor on October 23, 2014:

<b>Project Activity</b>	<b>Date</b>
Sample soil for rammed earth	October 3, 2014
Calculate quantity and recipe for rammed earth	October 14, 2014
Excavated soil delivery and staging	October 20, 2014
Updated plans/shop drawings delivered	October 23, 2014
Structural engineering drawings completed	October 27, 2014
First soil delivery and staging (if positive excavation)	October 27, 2014
Design benches and additional plan details	October 30, 2014
Removal/demolition of existing benches	November 3, 2014
Deliver table lumber to studio	November 24, 2014
Second soil delivery of road base	November 30, 2014
Boulder delivery	November 30, 2014
Footings for walls and benches	December 5, 2014
Electrical trenching	December 10, 2014
Concrete ADA corner access	December 10, 2014
Boulder fabrication completed	December 15, 2014
Metal trim for gravel containment	December 15, 2014
Gravel install/delivery	December 20, 2014
Rammed earth form work completed	January 6, 2015
Public engagement prep	January 6, 2015
Table fabrication completed	January 7, 2015
Rammed Workshop 1	January 24, 2015
Rammed Workshop 2	January 25, 2015
Delivery of plant containers	February 2, 2015
Electrical integration	February 9, 2015
Soil for plants delivery	February 15, 2015
Bench installation completed	February 15, 2015
Public engagement planting	February 21 - 22, 2015
Complete farm worker detail	March 1, 2015
Glass integration	March 4, 2015
Project completion	March 14, 2015

**DISTRICT AGREES:**

- 1. To pay the Designated Contractor, Ricardo Mendoza, a total sum not to exceed NINETY THOUSAND DOLLARS (\$90,000.00) upon satisfactory completion of work herein required.
- 2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**NOVEMBER 2014**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-088-14	Southern California Indian Center	46th Annual Indian Pow Wow	Cultural festival	Costa Mesa Building, Huntington Beach Building	11/21/14-11/24/14	\$29,726.50
R-168-14	Southwest Airlines, SNA	Southwest Airlines Holiday Party	Private party	Baja Blues Restaurant	12/06/14	\$1,347.00
R-179-14	4'Cs	4'Cs	Trailer rally	Campground	09/12/14-09/14/14	\$25 per night per RV
R-197-14	The Woodworking Shows, LLC	The Woodworking Show	Consumer show	The Hangar	10/30/14-11/03/14	\$24,653.00
R-203-14	Barrett-Jackson Auction, Co. LLC	Barrett-Jackson Trailer Space Rental	Trailer space rental	Inside Gate 8	10/01/14-12/31/14	\$1,350.00 paid quarterly (Based upon \$450.00 per month)
R-215-14	Scooter's Italian Ice	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-219-14	Huntington Beach Elks	Huntington Beach Elks	Trailer rally	Campground	12/12/14-12/14/14	\$25 per night per RV
R-223-14	C-Cedars	C-Cedars	Trailer rally	Campground	11/07/14-11/09/14	\$25 per night per RV
R-227-14	The Association of Gamers at UCI	League of Legends World Finals Viewing Party	Viewing party	The Hangar, Festival Asphalt	10/18/14-10/19/14	\$16,006.00
R-228-14	MVVT, Inc & Automotive Retailers, Inc. dba South County Lexus / Buy and Drive Automotive Marketing	OC's Giant Used Car Super Sale	Used car sale	Lot E	11/20/14-11/24/14	\$8,035.00
R-230-14	Jogasaki Burrito	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-233-14	Morpace Inc.	Morpace Inc. Automotive Research Clinic	Automotive research	Los Alamitos Building	10/23/14-10/26/14	\$15,185.00
R-234-14	Noise Group, LLC	The Observatory Off-Site Parking	Parking	Lot D, E and F	10/25/14	\$1,599.00
R-235-14	Hula Dog Hawaiian Style Hot Dogs	Food Truck Fare, Imaginology, OC Fair	Food truck	Various	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-238-14	Center for Transportation Safety, LLC	Johnson & Johnson Behind the Wheel - Driver Safety Training	Ride and drive	Arlington Room, Festival Fields, Orange County Room	11/07/14	\$5,250.00
R-239-14	Research Design Specialists	RDS Automotive Research Event	Automotive research	The Hangar	12/12/14-12/15/14	\$17,455.00
R-241-14	Pen and Public	Pandora Lexus Concert Series	Private party	The Hangar	11/19/14	\$9,060.50
R-242-14	Million Dollar Tan	Dickhout Birthday Party	Private party	Park Plaza	11/07/14-11/08/14	\$2,636.50
R-002-15	Apartment Association of Orange County	Apartment Association of Orange County Annual Trade Show	Trade show	Costa Mesa Building, Huntington Beach Building, Baja Blues Restaurant	03/10/15-03/12/15	\$19,737.50

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

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-003-15	B & L Productions, Inc.	Crossroads of the West Gun Show	Consumer show	Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, Anaheim Building, Santa Ana Pavillion, OC Promenade, Main Mall	01/22/15-01/26/15; 03/26/15-03/30/15; 05/28/15-06/01/15; 08/20/15-08/24/15; 11/25/15-11/30/15	\$389,342.50
R-019-15	Madison Cody	Farrel-Cody Wedding	Wedding	Millennium Barn	03/14/15-03/15/15	\$4,428.50
R-020-15	Rolling Antlers	Rolling Antlers	Trailer rally	Campground	01/09/15-01/11/15	\$25 per night per RV
R-026-15	Butler Amusements, Inc.	Camping and parking	Camping and parking	Campground	05/25/15-05/31/15	\$6,662.00
R-028-15	Sunset Promotional Services, Inc.	Marine Aquarium Expo	Consumer show	The Hangar	04/17/15-04/19/15	\$15,776.00

REVIEWED \_\_\_\_\_

DATE **November 5, 2014**

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM **XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Southern California Indian Center, Inc** hereinafter, called the Renter

**WITNESSETH:**

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 21 - 24, 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:

**46<sup>th</sup> Annual Indian POW WOW**

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

**\$29,726.50**

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

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

**Southern California India Center, Inc**  
10175 Slater Avenue, Suite 150  
Fountain Valley, CA 92708

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Paula Starr, Executive Director

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: 46<sup>th</sup> Annual Indian POW WOW  
 Contact Person: Paula Starr  
 Event Date: 11/22/2014 - 11/23/2014

Contract No: R-088-14  
 Phone: (714) 962-6673  
 Hours: Saturday: 10:00 AM - 10:00 PM  
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$5.00 Senior: \$3.00 Teen (13-18): \$3.00 Child: 12 & Under Free

Vehicle Parking Fee: \$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>
<b>Friday</b>			
Costa Mesa Building (#10)	11/21/2014 06:00 AM - 10:00 PM	Move In	1,975.00
Huntington Beach Building (#12)	11/21/2014 06:00 AM - 10:00 PM	Move In	1,475.00
<b>Saturday</b>			
Costa Mesa Building (#10)	11/22/2014 10:00 AM - 10:00 PM	Event	3,950.00
Huntington Beach Building (#12)	11/22/2014 10:00 AM - 10:00 PM	Event	2,950.00
<b>Sunday</b>			
Costa Mesa Building (#10)	11/23/2014 10:00 AM - 05:00 PM	Event	3,950.00
Huntington Beach Building (#12)	11/23/2014 10:00 AM - 05:00 PM	Event	2,950.00
<b>Monday</b>			
Costa Mesa Building (#10)	11/24/2014 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	11/24/2014 06:00 AM - 12:00 PM	Move Out	No Charge
-Move out must be completed by 12:00 Noon on Monday - November 24, 2014 to avoid additional charges.			<b>Total:</b>
			17,250.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	Estimate 2	2.00 EA	15.00 EA	30.00
Bleacher (100 Seat Section)	Estimate 2	2.00 EA	250.00 EA	500.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 4	4.00 HR	75.00 HR	300.00
Hang Tag - 2 Day	Estimate 110	110.00 EA	8.00 EA	880.00
Marquee Board (7 Consecutive Days)	11/17/2014 - 11/23/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	11/22/2014 - 11/23/2014	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 2	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
			<b>Total:</b>	4,220.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Day</b>				
Grounds Attendant Lead	11/22/2014 09:00 AM - 10:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/22/2014 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Janitorial Attendant	11/22/2014 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Grounds Attendant Lead	11/23/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/23/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	11/23/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
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

# EXHIBIT A

## Event Information

### Event Sales & Services

Event Coordinator	11/22/2014 09:00 AM - 10:00 PM	1.00 EA	40.00 HR	520.00
Event Coordinator	11/23/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Safety & Security

Security Attendant - Overnight	11/21/2014 09:00 PM - 11/22/2014 06:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant	11/22/2014 09:30 AM - 11/22/2014 10:30 PM	2.00 EA	19.50 HR	507.00
Security Attendant - Overnight	11/22/2014 09:00 PM - 11/23/2014 06:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant	11/23/2014 09:30 AM - 11/23/2014 05:30 PM	2.00 EA	19.50 HR	312.00

### Parking

#### Set Up

Parking Attendant Lead	11/21/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	11/21/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Outside Services

Emergency Medical Services	11/22/2014 09:30 AM - 10:30 PM	2.00 EA	20.00 HR	520.00
Emergency Medical Services	11/23/2014 09:30 AM - 05:30 PM	2.00 EA	20.00 HR	320.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00

**Total: 6,756.50**

### Summary

Facility Rental Total	\$17,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,976.50
Refundable Deposit	\$1,500.00

**Grand Total: \$29,726.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/22/2014	\$14,863.25
Second Payment	10/21/2014	\$14,863.25

**Total: \$29,726.50**

**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.

### GROUND SURFACE PREPARATION AND PROTECTION

Food vendors must fully cover all Main Mall brick pavers and concrete ground surface with self provided flame retardant tarp and venue provided treated wood under and around their food booths to avoid damage from oil spills. Used oil should only be discarded in the blue bin that is provided by venue and placed near location of food vendors.

REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Southwest Airlines, SNA 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 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:

**Southwest Airlines Holiday Party**

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

**\$1,347.00**

- 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.

Southwest Airlines, SNA  
18601 Airport Way, #239  
Santa Ana, CA 92707

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Larry Pitts, Station Manager

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Southwest Airlines Holiday Party  
 Contact Person: Ino Purcell  
 Event Date: 12/06/2014

Contract No: R-168-14  
 Phone: (949) 252-6380  
 Hours: 6:00 PM - 12:00 AM

Vehicle Parking Fee: Private Event

Projected Attendance: 100

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday Baja Blues Restaurant	12/06/2014 06:00 PM - 12:00 AM	Event	650.00
<b>Total:</b>			<b>650.00</b>

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
<b>Total:</b>				<b>218.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u> Clean Up				
Grounds Attendant	Estimate 1 Hour	1.00 HR	19.50 HR	19.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Safety and Security</u> Security Attendant	12/06/2014 05:30 PM - 12/07/2014 12:30 AM	1.00 EA	19.50 HR	136.50
<u>Insurance</u> S.E.L.I. Insurance	12/06/2014	1.00 DAY	95.00 DAY	95.00
<b>Total:</b>				<b>329.00</b>

### Summary

Facility Rental Total	\$650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$547.00
Refundable Deposit	\$150.00
<b>Grand Total:</b>	<b>\$1,347.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/06/2014	\$449.00
Second Payment	08/06/2014	\$449.00
Third Payment	10/06/2014	\$449.00
<b>Total:</b>		<b>\$1,347.00</b>
<b>Payment Total:</b>		<b>\$1,347.00</b>

Please Remit Payment in \*Check Only\*

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

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

REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 4<sup>'</sup>Cs 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 12 - 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:

4<sup>'</sup>Cs

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

**\$25.00 per unit per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit due to the Guest Relations Department on or before September 14, 2014. All campers must provide proof of insurance on or before September 12, 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.

4<sup>'</sup>Cs  
8281 Bellhaven Street  
La Palma, CA 90623

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Steve Robinson, Promoter

Title: Sharon Augenstein, Chief Financial Officer



**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Woodworking Shows, LLC hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 30 - November 3, 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 Woodworking Show**

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

**\$24,653.00**

- 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.

**The Woodworking Shows, LLC  
P.O. Box 1134  
Watertown, MA 02971**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Bryce Beermann, President and Owner**

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

# EXHIBIT A

## Event Information

Event Name: The Woodworking Show  
 Contact Person: Bryce Beermann  
 Event Dates: 10/31/2014 - 11/02/2014

Contract No: R-197-14  
 Phone: (617) 699-7714  
 Hours: Friday: 12:00 AM - 06:00 PM  
 Saturday: 10:00 AM - 06:00 PM  
 Sunday: 10:00 AM - 04:00 PM

Admission Price: Adult: \$12.00 Senior: TBD Child: TBD

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 4,000

### Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Thursday</b> The Hangar	10/30/2014 07:00 AM - 08:00 PM	Move In	1,575.00
<b>Friday</b> The Hangar	10/31/2014 12:00 AM - 06:00 PM	Event	3,150.00
<b>Saturday</b> The Hangar	11/01/2014 10:00 AM - 06:00 PM	Event	3,150.00
<b>Sunday</b> The Hangar	11/02/2014 10:00 AM - 04:00 PM	Event	3,150.00
<b>Monday</b> The Hangar	11/03/2014 06:00 AM - 12:00 PM	Move Out	No Charge
-Move out must be completed by 12:00 Noon on Monday, November 3, 2014 to avoid additional charges.			<b>Total:</b> 11,025.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 2	2.00 EA	25.00 EA	50.00
50 Amp Drop	Estimate 6	6.00 EA	70.00 EA	420.00
Cable Ramp	Estimate 3	3.00 EA	15.00 EA	45.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,100.00 EVT	1,100.00
Hang Tag - 3 Days	Estimate 30	30.00 EA	12.00 EA	360.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board (7 Consecutive Days)	10/27/2014 - 11/02/2014	1.00 WK	450.00 WK	450.00
Public Address System (Per Building)	10/31/2014 - 11/02/2014	1.00 EA	75.00 EA/DAY	225.00
Portable Electronic Message Board	10/31/2014 - 11/02/2014	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth (Double Window)	TBD	TBD EA	100.00 EA	TBD
<b>Total:</b>				<b>4,575.00</b>

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Days</b>				
Grounds Attendant Lead	10/31/2014 10:00 AM - 06:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	10/31/2014 10:00 AM - 06:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	10/31/2014 10:00 AM - 06:00 PM	2.00 EA	19.50 HR	312.00
Electrician	10/31/2014 10:00 AM - 06:00 PM	1.00 EA	45.00 HR	360.00
Grounds Attendant Lead	11/01/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/01/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	11/01/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Electrician	11/01/2014 09:00 AM - 06:00 PM	1.00 EA	45.00 HR	405.00

# EXHIBIT A

## Event Information

Grounds Attendant Lead	11/02/2014 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	11/02/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
Janitorial Attendant	11/02/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
Electrician	11/02/2014 09:00 AM - 04:00 PM	1.00 EA	45.00 HR	315.00
<b>Clean Up</b>				
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
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/31/2014 10:00 AM - 06:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	11/01/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	11/02/2014 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00
<b>Parking</b>				
Parking Attendant Lead	10/30/2014 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	10/30/2014 07:00 AM - 05:00 PM	2.00 EA	19.50 HR	390.00
<b>Technology</b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	10/30/2014 08:00 PM - 10/31/2014 08:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	10/31/2014 06:00 PM - 11/01/2014 08:00 AM	1.00 EA	19.50 HR	273.00
Security Attendant - Overnight	11/01/2014 06:00 PM - 11/02/2014 08:00 AM	1.00 EA	19.50 HR	273.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Onsite Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	400.00 EVT	400.00
			<b>Total:</b>	<b>8,053.00</b>

### Summary

Facility Rental Total		\$11,025.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$12,628.00
Refundable Deposit		\$1,000.00
<b>Grand Total:</b>		<b>\$24,653.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/29/2014	\$12,326.50
Second Payment	09/30/2014	\$12,326.50
<b>Total:</b>		<b>\$24,653.00</b>
<b>Payment Total:</b>		<b>\$24,653.00</b>

Please Remit Payment in \*Check Only\*

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

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

### OVATIONS

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Barrett-Jackson Auction Co. LLC** hereinafter, called the Renter

**WITNESSETH:**

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

**Barrett-Jackson Trailer Space Rental (Inside Gate 8)**

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

**\$1,350.00 Paid Quarterly (Based on \$450.00 per Month Space Rental)**

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

**Barrett-Jackson Auction Co. LLC**  
7400 East Monte Cristo Avenue  
Scottsdale, AZ 85260

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Craig H. Jackson, Chief Executive Officer**Title: **Sharon Augenstein, Chief Financial Officer**

AGREEMENT: R-203-14  
DATED: July 20, 2014  
WITH: Barrett-Jackson Auction Co. LLC  
PHONE: (714) 593-8141

**EXHIBIT "A"**

**DATE(S) OF EVENT:** October 1, 2014 through December 31, 2014

**LOCATION(S):**  
Parking space in Lot G (Inside Gate 8)

**RENTER AGREES:**

- That parking space is for one custom-built trailer.
- That no hazardous materials of any kind will be stored in or around the trailer.
- There will be nothing stored outside of the trailer at any time, nor anything stored in parking space when trailer is not occupying the space.
- There is no in-and-out privilege taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That the District/OCFEC is in no way responsible for the Renter's trailer or its contents.
- That the Lot G area is shared with other renters. Renter does not have exclusive use of area.
- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District/OCFEC property.
- That in the event the above stated facility location is no longer available to Renter, District/OCFEC reserves the right to relocate parking space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent monies will be refunded.

**PAYMENT SCHEDULE:**

**October - December, 2014**

\$450.00 per month, paid quarterly (\$1,350.00), due on or before the 5<sup>th</sup> of October, 2014.

**LATE PAYMENTS:** Payments received after the 10<sup>th</sup> of October, 2014 will be subject to a \$25.00 late fee.

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Scooter's Italian 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:  
**Scooter's Italian 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.

**Scooter's Italian Ice**  
1500 East Cerritos Avenue  
Anaheim, CA 92805

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Paula Huntsman**

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

AGREEMENT: R-215-14  
DATED: August 22, 2014  
WITH: Scooter's Italian Ice  
PHONE: (855) 337-2668  
EMAIL: paula@scooteritalianice.com

## EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

### RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks must be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Huntington Beach Elks 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 12 - 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:

**Huntington Beach Elks - 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 December 14, 2014. All campers must provide proof of insurance on or before December 12, 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.

Huntington Beach Elks  
19246 Huntington Street  
Huntington Beach, CA 92648

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Donna Carr, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer



REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and C-Cedars 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 7 - 9, 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:

**C-Cedars - 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 9, 2014. All campers must provide proof of insurance on or before November 7, 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.

**C-Cedars**  
12351 Apple Drive  
Chino, CA 91710

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Carolyn Groves, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

DATE November 5, 2014

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Association of Gamers at UCI hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 18 - 19, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**League of Legends World Finals Viewing Party**

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

**\$16,006.00**

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

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

**The Association of Gamers at UCI  
12703 Lucas Street  
Cerritos, CA 90703**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Kathy Chiang, Administrative Director**

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

# EXHIBIT A

## Event Information

Event Name: League of Legends World Finals Viewing Party  
 Contact Person: Kathy Chiang  
 Event Date: 10/18/2014 - 10/19/2014

Contract No: R-227-14  
 Phone: (562) 274-5432  
 Hours: Start 10/18/2014 - 6:00 PM  
 Conclude 10/19/2014 - 6:00 AM

Admission Price: Adult: \$10.00 Child: \$8.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,500

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
½ Festival Asphalt	10/18/2014 06:00 PM - 12:00 AM	Event	1,575.00
The Hangar	10/18/2014 06:00 PM - 12:00 AM	Event	3,150.00
<b>Sunday</b>			
½ Festival Asphalt	10/19/2014 12:00 AM - 11:59 PM	Event/Move Out	No Charge
The Hangar	10/19/2014 12:00 AM - 11:59 PM	Event/Move Out	3,150.00
- Move out must be completed by 11:59 PM on Sunday - October 19, 2014 to avoid additional charges.			<b>Total:</b>
			<b>7,875.00</b>

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet	Estimate 1	1.00 EA	125.00 DAY	125.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	450.00 EVT	450.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	10/18/2014	2.00 EA	75.00 EA/DAY	150.00
Projector Screen	10/18/2014	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
			<b>Total:</b>	<b>2,047.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Day</b>				
Grounds Attendant Lead	10/18/2014 05:00 PM - 10/19/2014 06:00 AM	1.00 EA	30.00 HR	390.00
Janitorial Attendant	10/18/2014 05:00 PM - 10/19/2014 06:00 AM	2.00 EA	19.50 HR	507.00
Electrician	TBD	TBD EA	45.00 HR	TBD
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/18/2014 05:00 PM - 10/19/2014 06:00 AM	1.00 EA	40.00 HR	520.00
<b>Parking</b>				
Parking Attendant Lead	10/18/2014 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	10/18/2014 Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<b>Safety &amp; Security</b>				
Security Attendant	10/18/2014 05:00 PM - 10/19/2014 06:00 AM	4.00 EA	19.50 HR	1,014.00

# EXHIBIT A

## Event Information

### Technology

Technology Attendant 10/18/2014 05:00 PM - 10/19/2014 12:00 AM 1.00 EA 35.00 HR 245.00

### Outside Services

State Fire Marshal Estimate Only (Plan Review and/or Site Inspection) 1.00 HR 263.00 HR 263.00

### Insurance

S.E.L.I. Insurance 10/18/2014-10/19/2014 2.00 DAY 155.00 DAY 310.00

**Total: 4,584.00**

## Summary

Facility Rental Total \$7,875.00  
Estimated Equipment, Reimbursable Personnel and Services Total \$6,631.00  
Refundable Deposit \$1,500.00

**Grand Total: \$16,006.00**

## Payment Schedule

### Payment Schedule

First Payment

### Due Date

10/15/2014

### Amount

\$16,006.00

**Total:**

**\$16,006.00**

**Payment Total:**

**\$16,006.00**

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.

### SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, The Association of Gamers at UCI must comply with request.

### OVATIONS

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

### FOOD & BEVERAGE VENDOR FEE

The Association of Gamers at University of California - Irvine agrees to pay \$250.00 per food vendor and \$125.00 per food truck to Oventions by no later than October 15, 2014. A complete food & beverage vendor list must be provided to Oventions with submittal of associated fees.

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Title: Kathy Chiang, Administrative Director

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Title: Sharon Augenstein, Chief Financial Officer

---

Title: Juan Quintero, Oventions General Manager

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **MVVT, Inc. & Automotive Retailers, Inc. dba South County Lexus / Buy and Drive Automotive Marketing** hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 20 - 24, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**OC's Giant Used Car Super Sale**

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

**\$8,035.00**

- 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.

**MVVT, Inc. & Automotive Retailers, Inc. dba South County  
Lexus / Buy and Drive Automotive Marketing  
28242 Marguerite Parkway  
Mission Viejo, CA 92692**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Patrick Lustig, General Manager**

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

# EXHIBIT A

## Event Information

Event Name: OC's Giant Used Car Super Sale  
 Contact Person: Ray Zoila  
 Event Dates: 11/21/2014 - 11/23/2014

Contract No: R-228-14  
 Phone: (310) 310-0071  
 Hours: Friday: 9:00 AM - 9:00 PM  
 Saturday: 9:00 AM - 9:00 PM  
 Sunday: 9:00 AM - 9:00 PM

Vehicle Parking Fee: No Charge

Projected Attendance: 600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday Parking Lot E	11/20/2014 08:00 AM - 09:00 PM	Move In	825.00
Friday Parking Lot E	11/21/2014 09:00 AM - 09:00 PM	Event	1,650.00
Saturday Parking Lot E	11/22/2014 09:00 AM - 09:00 PM	Event	1,650.00
Sunday Parking Lot E	11/23/2014 09:00 AM - 09:00 PM	Event	1,650.00
Monday Parking Lot E	11/24/2014 08:00 AM - 09:00 PM	Move Out	825.00

300 - 500 projected inventory of vehicles for sale in Lot E.

Total: 6,600.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Portable Electronic Message Board	11/21/2014 - 11/23/2014	1.00 EA	75.00 EA/DAY	225.00

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

Total: 279.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u> Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Parking</u> Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

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

Total: 156.00

### Summary

Facility Rental Total	\$6,600.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$435.00
Refundable Deposit	\$1,000.00

Grand Total: \$8,035.00

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/06/2014	\$8,035.00
Total:		\$8,035.00
Payment Total:		\$8,035.00

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

The OC Fair & Event Center is excited to announce that 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.

### DMV

DMV approval form is due no later than Wednesday - November 12, 2014.

### FENCING

Perimeter fence is not available in or surrounding Lot C. If fencing is needed, Renter must rent from an outside source.

### FLYERS

Flyers may not be placed on cars or distributed to attendees of others shows without prior approval by the OCFEC Event Coordinator and/or the OC Market Place Vice President.

### GATES

Thursday: Gate 4 will be open for move in.  
Friday: Gate 4 will be open for event.  
Saturday and Sunday: Gate 3 & 4 will be open for event.  
Monday: Gate 4 will be open for move out.

### LIGHTS

Only one tower light located in Lot E. Tower lighting will be on full setting for duration of the event. If additional lighting is required, the Renter must rent from an outside source.

### OC MARKET PLACE VENDOR(S)

The Renter is aware that the weekly OC Market Place does have a vendor(s) that sells vehicles at their weekend swap meet.

### OVATIONS

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

### RESTROOMS

No restroom facilities are available in Lot E. It is highly recommended that portable toilets be rented for the location.

### SECURITY

Must be bonded and unarmed. Company name, phone number, contact person and cell phone number must be submitted to Event Coordinator prior to set up.

### SIGNAGE

Signage on the perimeter of OCFEC property is prohibited. Only signage placed by the OCFEC Parking Department is allowed. Sign twirlers are not allowed on the perimeter of the property or adjacent streets. Sign Twirlers are not allowed inside the property or near the entrances of the OC Market Place. For signage specifications, please contact your Event Coordinator.

### SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM – 8:00 AM. Please refer to Exhibit E. Amplified music, radios, portable speakers, public address system, bull horns or similar devices, etc., are NOT allowed in Lot E. Should an OCFEC Event Coordinator or Security personnel request that any noise making device be turned off, OC's Giant Used Car Super Sale must comply with request.

### TENTS

Tents or canopies may not be staked into the asphalt of the parking lot without prior approval of and direction by the OCFEC Facilities Team. Please contact your Event Coordinator to set up a meeting.

# EXHIBIT A

## Event Information

### WI-FI

Not available in Lot E.

DRAFT



REVIEWED \_\_\_\_\_

DATE October 7, 2014

FAIRTIME

INTERIM

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APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Jogasaki Burrito 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:  
**Jogasaki Burrito**
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.

**Jogasaki Burrito**  
25627 3/4 Eshelman Avenue  
Lomita, CA 90717

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Harrold, Owner

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-230-14  
DATED: October 7, 2014  
WITH: Jogasaki Burrito  
PHONE: (310) 601-0910  
EMAIL: mharrold@jogasakiburrito.com

## EXHIBIT "A"

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

### RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Morpac 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 23 - 26, 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:

**Morpac Inc. - Automotive Research Clinic**

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

**\$15,185.00**

- 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.

**Morpac Inc.**  
**7700 Irvine Center Drive, Suite 660**  
**Irvine, CA 92618**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Monica Pi, Research Associate**

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

# EXHIBIT A

## Event Information

Event Name: Morpace Inc. - Automotive Research Clinic  
 Contact Person: Monica Pi  
 Event Dates: 10/24/14 - 10/26/14

Contract No: R-233-14  
 Phone: (949) 453-2555 x247  
 Hours: Friday: 9:00 AM - 8:30 PM  
 Saturday: 8:30 AM - 6:30 PM  
 Sunday: 9:00 AM - 2:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 120

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Los Alamitos (#14)	10/23/2014 08:00 AM - 08:00 PM	Move In	1,275.00
<b>Friday</b>			
Los Alamitos (#14)	10/24/2014 09:00 AM - 08:30 PM	Event	2,550.00
<b>Saturday</b>			
Los Alamitos (#14)	10/25/2014 08:30 AM - 06:30 PM	Event	2,550.00
<b>Sunday</b>			
Los Alamitos (#14)	10/26/2014 09:00 AM - 02:00 PM	Event	2,550.00

-Move out must be completed by 11:59 PM on Sunday - October 26, 2014 to avoid additional charges. Total: 8,925.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	10/23/2014 - 10/26/2014	1.00 EA	125.00 EA/DAY	500.00
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Scissor Lift (Based on Electrical Layout)	TBD	TBD HR	75.00 HR	TBD
<b>Total:</b>				<b>2,072.00</b>

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	45.00 HR	TBD
<b>Event Day</b>				
Janitorial Attendant	10/24/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/24/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/25/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/25/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/26/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/26/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
<b>Clean Up</b>				
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
Electrician	TBD	TBD HR	45.00 HR	TBD
<b>Parking</b>				
Parking Attendant Lead	10/23/2014 Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	10/23/2014 Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Outside Service</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
<b>Total:</b>				<b>1,848.50</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$8,925.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,920.50
Parking Buyout (120 Vehicles)	\$840.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$15,185.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/16/2014	\$15,185.00
	<b>Total:</b>	<b>\$15,185.00</b>
	<b>Payment Total:</b>	<b>\$15,185.00</b>

Please Remit Payment in \*Check Only\*  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

### OVATIONS

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

REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

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**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Noise Group, LLC hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 25, 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 Observatory Off-Site Parking "Beach Goth Festival"**

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

**\$1,599.00**

- 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.

Noise Group, LLC  
1546 N. Grodon Street, Unit 201  
Hollywood, CA 90028

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Courtney Dubar, Owner

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Observatory Off-Site Parking  
 Contact Person: Kian Salari  
 Event Dates: 10/25/2014

Contract No: R-234-14  
 Phone: (949) 525-2859  
 Hours: Saturday: 10:00 AM - 12:00 AM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000 Vehicles

<u>Facility Rental Fees</u>		<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<u>Facility and/or Area Fees</u>				
Saturday				
Parking Lots D, E, F		10/25/2014 10:00 AM - 12:00 AM	Event	\$7.00 per Vehicle
			<b>Total:</b>	<b>General Parking</b>

<u>Estimated Equipment Fees</u>		<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Description</u>					
No Equipment needed at this time					
			<b>Total:</b>		<b>0.00</b>

<u>Reimbursable Personnel Fees</u>		<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Description</u>					
<u>Parking</u>					
Parking Attendant		10/25/2014 Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<u>Parking Sales</u>					
Parking Sales Attendant		10/25/2014 10:00 AM - 05:00 PM	6.00 EA	19.50 HR	819.00
<u>Safety &amp; Security</u>					
Security Attendant		10/25/2014 06:00 PM - 12:00 AM	4.00 EA	19.50 HR	468.00
			<b>Total:</b>		<b>1,599.00</b>

## Summary

Facility Rental Total	General Parking
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,599.00
<b>Grand Total:</b>	<b>\$1,599.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/20/2014	1,599.00
<b>Total:</b>		<b>1,599.00</b>
<b>Payment Total:</b>		<b>1,599.00</b>

Please Remit Payment in \*Check Only\*  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

## REFUND

If \$1,900.00 parking sales minimum is met at Gates 3 & 4, Parking Sales staff fee will be refunded.

## SHUTTLE BUSES

Noise Group, LLC to be contracted by The Observatory to transport attendees to the Beach Goth Festival. Noise Group, LLC will provide staff at the shuttle stop location to assist attendees. Noise Group, LLC will work with OC Fair & Event Center Parking Department to set up shuttle stop and signage. Signage will only be allowed in approved locations.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Hula Dog Hawaiian Style Hot Dogs hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  
**January 1, 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:  
**Hula Dog Hawaiian Style Hot Dogs**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on 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.

**Hula Dog Hawaiian Style Hot Dogs**  
2233 West Balboa Boulevard, #109  
Newport Beach, CA 92663

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Ken Kowalski

Title: Sharon Augenstein, Chief Financial Officer



AGREEMENT: R-235-14  
DATED: October 12, 2014  
WITH: Hula Dog Hawaiian Style Hot Dogs  
PHONE: (714) 865-3674  
EMAIL: huladogsocal@gmail.com

**EXHIBIT "A"**

**DATE(S) OF CONTRACT:** January 1, 2014 - December 31, 2014

**RENTOR AGREES:**

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks must be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee TBD.)*

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Center for Transportation Safety, LLC hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 7, 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:  
**Johnson & Johnson Behind the Wheel - Driver Safety Training**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$5,250.00**
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 preinises.
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.

**Center for Transportation Safety, LLC**  
5700 East 56<sup>th</sup> Avenue, Unit I  
Commerce City, CO 80022

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Matt Dean, Finance Manager**

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

# EXHIBIT A

## Event Information

**Event Name:** Johnson & Johnson Behind the Wheel - Driver Safety Training  
**Contact Person:** Adriana Hernandez  
**Event Dates:** 11/07/2014

**Contract No:** R-238-14  
**Phone:** (303) 625-3562  
**Hours:** 8:00 AM - 5:30 PM

**Vehicle Parking Fee:** Parking Buyout (*See Summary*)

**Projected Attendance:** 30

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Arlington Room	11/07/2014 08:00 AM - 05:30 PM	Event	200.00
Festival Fields Asphalt	11/07/2014 08:00 AM - 05:30 PM	Event	3,150.00
Orange County Room	11/07/2014 08:00 AM - 05:30 PM	Event	300.00

-Move out must be completed by 11:59 PM on Friday - November 7, 2014 to avoid additional charges. **Total:** 3,650.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00

Any requests for equipment not listed on this agreement will result in additional charges. **Total:** 36.00

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Event Day				
Janitorial Attendant	11/07/2014 Estimate 2 Hours in the AM	2.00 EA	19.50 HR	78.00
Janitorial Attendant	11/07/2014 Estimate 2 Hours in the PM	2.00 EA	19.50 HR	78.00

Clean Up				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

<u>Parking</u>				
Parking Attendant Lead ( <i>Set Up</i> )	11/07/2014 Estimate 4 Hours	4.00 HR	30.00 HR	120.00

Any requests for personnel not listed on this agreement will result in additional charges. **Total:** 354.00

### Summary

Facility Rental Total	\$3,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$390.00
Parking Buyout ( <i>30 vehicles at \$7.00 each</i> )	\$210.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$5,250.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	10/31/2014	\$5,250.00
<b>Total:</b>		<b>\$5,250.00</b>
<b>Payment Total:</b>		<b>\$5,250.00</b>

**Please Remit Payment in \*Cashier's 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

### OVATIONS

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

### CENTER FOR TRANSPORTATION SAFETY LLC AGREES:

- 1) That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Should OCFEC Event Coordinator request that the volume of sound or noise be lowered, Center for Transportation Safety, LLC must comply with request. Sound violations can be cause for termination of event and removal from the premises.
- 2) That damage made to Festival Fields Asphalt/OCFEC property will be itemized and invoiced.
- 3) To limit speeds to 40 MPH.
- 4) That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

DRAFT

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Research Design Specialists hereinafter, called the Rantor

**WITNESSETH:**

1. THAT WHEREAS, The Rantor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 12 - 15, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rantor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**RDS Automotive Research Event**

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

**\$17,455.00**

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

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

Research Design Specialists  
5552 Cerritos Avenue, Suite K  
Cypress, CA 90630

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Erika Pompa, Project Manager

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: RDS Automotive Research Event  
 Contact Person: Erika Pompa  
 Event Dates: 12/13/2014 - 12/15/2014

Contract No: R-239-14  
 Phone: (714) 527-0606  
 Hours: 8:00 AM - 10:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 100 Per Day

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	12/12/2014 08:00 AM - 11:00 PM	Move In	1,575.00
<b>Saturday</b>			
The Hangar	12/13/2014 08:00 AM - 10:00 PM	Event	3,150.00
<b>Sunday</b>			
The Hangar	12/14/2014 08:00 AM - 10:00 PM	Event	3,150.00
<b>Monday</b>			
The Hangar	12/15/2014 08:00 AM - 10:00 PM	Event	3,150.00

- Move out must be completed by 11:59 PM on Monday - December 15, 2014, to avoid additional charges.

**Total: 11,025.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	12/13/2014 - 12/15/2014	1.00 EA	125.00 EA/DAY	375.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Wireless Router	Estimate 1	1.00 EA	75.00 EA	75.00

**Total: 1,759.00**

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Event Day</b>				
Janitorial Attendant	12/13/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/13/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/14/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/14/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/15/2014 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/15/2014 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
<b>Clean Up</b>				
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
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 1,571.00**

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$11,025.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,330.00
Parking Buyout ( <i>Based on 100 Cars Per Day</i> )	\$2,100.00
Refundable Deposit	\$1,000.00
<b>Payment Total:</b>	<b>\$17,455.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/12/2014	\$17,455.00
<b>Total:</b>		<b>\$17,455.00</b>
<b>Payment Total:</b>		<b>\$17,455.00</b>

Please Remit Payment in **\*Check Only\***

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

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

### OVATIONS

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

REVIEWED \_\_\_\_\_

DATE November 5, 2014

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Pen and Public 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 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:

**\$9,060.50**

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

**Pandora Lexus Concert Series**

- 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 slide 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.

**Pen and Public**  
2301 Hyperion Avenue, Suite A  
Los Angeles, CA 90027

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Miranda House, Producer**

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



# EXHIBIT A

## Event Information

Event Name: Pandora Lexus Concert Series  
 Contact Person: Miranda House  
 Event Date: 11/19/2014

Contract No: R-241-14  
 Phone: (310) 270-6549  
 Hours: Doors Open: 6:00 PM  
 Event: 7:00 PM - 10:00 PM

Vehicle Parking Fee: Parking Buyout (First 100 Vehicles - See Summary)  
 \$7.00 General Parking (After 100 Vehicle Buyout)

Projected Attendance: 750

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
The Hangar	11/19/2014 05:30 AM - 10:00 PM	Event	3,150.00

-Move out must be completed by 11:59 PM on Wednesday - November 19, 2014 to avoid additional charges. Total: 3,150.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Portable Electronic Message Board	11/19/2014	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen (Hangar)	11/19/2014	TBD EA	3,300.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			<b>Total:</b>	<b>947.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Day</b>				
Grounds Attendant Lead	11/19/2014 05:00 PM - 10:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	11/19/2014 05:00 PM - 10:00 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	11/19/2014 05:00 PM - 10:00 PM	2.00 EA	19.50 HR	195.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	11/19/2014 05:00 PM - 10:00 PM	1.00 EA	40.00 HR	200.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
<b>Parking</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<b>Safety &amp; Security</b>				
Security Attendant	11/19/2014 05:30 PM - 10:30 PM	10.00 EA	19.50 HR	975.00
			<b>Total:</b>	<b>3,263.50</b>

# EXHIBIT A

## Event Information

### Summary

Facility Rental Total	\$3,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,210.50
Parking Buyout ( <i>First 100 vehicles at \$7.00 each</i> )	\$700.00
Refundable Deposit	\$1,000.00

**Grand Total:** \$9,060.50

### Payment Schedule

First Payment

### Due Date

11/05/2014

### Amount

\$9,060.50

**Payment Total:** \$9,060.50

Please Remit Payment in \*Check Only\*

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

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

### INSURANCE

Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

### EVENT PARKING

OCFEC Parking Sales staff will charge \$7.00 per vehicle after the first one hundred (100) vehicles have entered Gate 5.

### OVATIONS

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

### SECURITY

Security plan must be submitted to OCFEC Safety and Security Department by November 7, 2014 for review and approval. No armed security is allowed on site.

### SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Pen and Public must comply with request. All amplified sound MUST end by 10:00 PM.

### STAGE BARRICADES

Stage Barricades are required in front of the stage.

### STATE FIRE MARSHAL

Building capacity will be determined by State Fire Marshal.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Million Dollar Tan 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 7 - 8, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

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

**Dickhout Birthday Party**

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

**\$2,636.50**

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.

**Million Dollar Tan**  
**2301 Orchard Drive**  
**Newport Beach, CA 92660**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Lindsay Dickhout, Chief Executive Officer**

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

# EXHIBIT A

## Event Information

Event Name: Dickhout Birthday Party  
 Contact Person: Lindsay Dickhout  
 Event Date: 11/08/2014

Contract No: R-242-14  
 Phone: (714) 308-6498  
 Hours: 11:00 AM - 2:00 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 60

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date - Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b> Park Plaza	11/07/2014 01:00 PM - 03:00 PM	Move In	100.00
<b>Saturday</b> Park Plaza	11/08/2014 11:00 AM - 02:00 PM	Event	1,200.00
-Move out must be completed by 11:59 PM on Saturday - November 8, 2014 to avoid additional charges.			<b>Total:</b> 1,300.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date - Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	TBD	TBD HR	75.00 HR	TBD
<b>Total:</b>				<b>36.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date - Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Day</b>				
Grounds Attendant Lead	11/08/2014 10:00 AM - 02:00 PM	1.00 EA	30.00 HR	120.00
Janitorial Attendant	11/08/2014 10:00 AM - 02:00 PM	2.00 EA	19.50 HR	156.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	11/08/2014 10:00 AM - 02:00 PM	1.00 EA	40.00 HR	160.00
<b>Insurance</b>				
S.E.L.I. Insurance	11/08/2014	1.00 EA	60.00 DAY	60.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Saturday - November 8, 2014.</i>				
<b>Total:</b>				<b>800.50</b>

### Summary

Facility Rental Total	\$1,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$836.50
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$2,636.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/05/2014	\$2,636.50
<b>Total:</b>		<b>\$2,636.50</b>
<b>Payment Total:</b>		<b>\$2,636.50</b>

# EXHIBIT A

## Event Information

Please Remit Payment in \*Check Only\*

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

The OC Fair & Event Center is excited to announce that 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.

### SOUND ORDINANCE

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

### TENT STAKING

Placement of tent stakes must be approved by the OCFEC Maintenance Department to avoid hitting underground infrastructure. Please contact your Event Coordinator to make arrangements.

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Title: Lindsay Dickhout, Chief Executive Officer

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Title: Sharon Augenstein, Chief Financial Officer

DRAFT

REVIEWED \_\_\_\_\_

DATE November 5, 2014

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Apartment Association of Orange County hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **March 10 - 12, 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:

**Apartment Association of Orange County Annual Trade Show**

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

**\$19,737.50**

- 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.

**Apartment Association of Orange County  
525 Cabrillo Park Drive, Suite 125  
Santa Ana, CA 92701**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Veronica Copeland, Director of Advertising & Special Events**

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

# EXHIBIT A

## Event Information

Event Name: Apartment Association of Orange County Annual Trade Show  
 Contact Person: Veronica Copeland  
 Event Date: 03/12/2015

Contract No: R-002-15  
 Phone: (714) 245-9000  
 Hours: 8:30 AM - 4:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,000

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Costa Mesa Building (#10)	03/10/2015 08:00 AM - 07:00 PM	Move In	2,000.00
<b>Wednesday</b>			
Costa Mesa Building (#10)	03/11/2015 08:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	03/11/2015 08:00 AM - 07:00 PM	Move In	1,500.00
<b>Thursday</b>			
Baja Blues	03/12/2015 06:00 AM - 09:00 AM	Event	337.50
Costa Mesa Building (#10)	03/12/2015 08:30 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/12/2015 08:30 AM - 04:00 PM	Event	3,000.00

-Move out must be completed by 11:59 PM on Thursday - March 12, 2015 to avoid additional charges.

**Total: 12,837.50**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 11	11.00 EA	18.00 EA	198.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	750.00 EVT	750.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Podium	Estimate 2	2.00 EA	25.00 EA	50.00
Portable Electronic Message Board	03/12/2015	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	03/12/2015	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Wireless Microphone	03/12/2015	1.00 EA	50.00 EA/DAY	50.00
<b>Total:</b>				<b>2,463.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	03/12/2015 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00
Grounds Attendant	03/12/2015 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
Janitorial Attendant	03/12/2015 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/12/2015 07:30 AM - 04:00 PM	1.00 EA	40.00 HR	340.00
<b>Parking</b>				
<b>Vendor Set Up 2:00 PM - 6:00 PM</b>				
Parking Attendant Lead	03/11/2015 12:00 PM - 07:00 PM	1.00 EA	30.00 HR	210.00
Parking Attendant	03/11/2015 12:00 PM - 07:00 PM	2.00 EA	19.50 HR	273.00
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	03/11/2015 07:00 PM - 03/12/2015 07:00 AM	1.00 EA	19.50 HR	234.00
<b>Technology</b>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00

# EXHIBIT A

## Event Information

### Outside Services

State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 EVT	263.00
Trash Collection & Sweeping Services	Estimate Only ( <i>Based on 2014 Fee</i> )	1.00 EA	308.00 EVT	308.00

**Total: 3,437.00**

### Summary

Facility Rental Total	\$12,837.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,900.00
Refundable Deposit	\$1,000.00

**Grand Total: \$19,737.50**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/10/2014	\$1,000.00
Second Payment	12/10/2014	\$6,245.84
Third Payment	01/09/2015	\$6,245.83
Fourth Payment	02/10/2015	\$6,245.83

**Total: \$19,737.50**

**Payment Total: \$19,737.50**

**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 Ovations, the OCFEC Master Concessionaire.

#### BAJA BLUES

Facility will only be used from 6:00 AM - 9:00 AM on event day for breakfast.



REVIEWED \_\_\_\_\_

DATE November 5, 2014

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and B & L Productions, 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 22 - 26, 2015
  - March 26 - 30, 2015
  - May 28 - June 1, 2015
  - August 20 - 24, 2015
  - November 25 - 30, 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:
 

**Crossroads of the West Gun Show.**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
 

**\$389,342.50**
5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**B & L Productions, Inc.**  
P.O. Box 290  
Kaysville, UT 84037-0290

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Tracy Olcott, Show Manager

Title: Doug Lofstrom, Chief Executive Officer

# EXHIBIT A - January

## Event Information

**Event Name:** Crossroads of the West Gun Show  
**Contact Person:** Tracy Olcott  
**Event Dates:** 01/24/2015 - 01/25/2015

**Contract No:** R-003-15  
**Phone:** (801) 544-9125  
**Hours:** Saturday: 9:00 AM - 5:00 PM  
 Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$7.00 General Parking

**Projected Attendance:** 7,500 Per Day

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Costa Mesa Building (#10)	01/22/2015 06:00 AM - 05:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	01/22/2015 06:00 AM - 05:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	01/22/2015 06:00 AM - 05:00 PM	Move In	1,300.00
Anaheim Building (#16)	01/22/2015 06:00 AM - 05:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	01/22/2015 06:00 AM - 05:00 PM	Move In	800.00
OC Promenade (The Span)	01/22/2015 06:00 AM - 05:00 PM	Move In	*No Charge
<b>Friday</b>			
Costa Mesa Building (#10)	01/23/2015 06:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	01/23/2015 06:00 AM - 07:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	01/23/2015 06:00 AM - 07:00 PM	Move In	1,300.00
Anaheim Building (#16)	01/23/2015 06:00 AM - 07:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	01/23/2015 06:00 AM - 07:00 PM	Move In	800.00
OC Promenade (The Span)	01/23/2015 06:00 AM - 07:00 PM	Move In	*No Charge
Main Mall	01/23/2015 06:00 AM - 07:00 PM	Move In	700.00
<b>Saturday</b>			
Costa Mesa Building (#10)	01/24/2015 09:00 AM - 05:00 PM	Event	4,000.00
Huntington Beach Building (#12)	01/24/2015 09:00 AM - 05:00 PM	Event	3,000.00
Los Alamitos Building (#14)	01/24/2015 09:00 AM - 05:00 PM	Event	2,600.00
Anaheim Building (#16)	01/24/2015 09:00 AM - 05:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	01/24/2015 09:00 AM - 05:00 PM	Event	1,600.00
OC Promenade (The Span)	01/24/2015 09:00 AM - 05:00 PM	Event	*No Charge
Main Mall	01/24/2015 09:00 AM - 05:00 PM	Event	1,400.00
<b>Sunday</b>			
Costa Mesa Building (#10)	01/25/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	01/25/2015 09:00 AM - 04:00 PM	Event	3,000.00
Los Alamitos Building (#14)	01/25/2015 09:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	01/25/2015 09:00 AM - 04:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	01/25/2015 09:00 AM - 04:00 PM	Event	1,600.00
OC Promenade (The Span)	01/25/2015 09:00 AM - 04:00 PM	Event	*No Charge
Main Mall	01/25/2015 09:00 AM - 04:00 PM	Event	1,400.00
<b>Monday</b>			
Costa Mesa Building (#10)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	01/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2015 only.

-Move out must be completed by 12:00 Noon on Monday - January 26, 2015 to avoid additional charges.

**Total: 42,800.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
Barricade	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00

# EXHIBIT A - January

## Event Information

Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 350	350.00 EA	8.00 EVT	2,800.00
Marquee Board (7 Consecutive Days)	01/19/2015 - 01/25/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	01/24/2015 - 01/25/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	01/23/2015 - 01/25/2015	4.00 EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stanchion (Ammo Dealer)	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EVT	300.00
<b>Total:</b>				<b>9,620.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 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 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Day</b>				
Grounds Attendant Lead	01/24/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	01/24/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant Lead	01/24/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	01/24/2015 08:00 AM - 05:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	01/24/2015 08:00 AM - 05:00 PM	1.00 EA	47.50 HR	427.50
Grounds Attendant Lead	01/25/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/25/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant Lead	01/25/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	01/25/2015 08:00 AM - 04:00 PM	9.00 EA	19.50 HR	1,404.00
Electrician	01/25/2015 08:00 AM - 04:00 PM	1.00 EA	47.50 HR	380.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	01/24/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	01/25/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Parking</b>				
Parking Attendant Lead	01/23/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Parking Attendant	01/23/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1072.50
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	01/23/2015 07:00 PM - 01/24/2015 07:00 AM	5.00 EA	19.50 HR	1,170.00
Security Attendant Lead	01/24/2015 07:00 AM - 05:45 PM	1.00 EA	30.00 HR	322.50
Security Attendant	01/24/2015 07:00 AM - 05:45 PM	12.00 EA	19.50 HR	2,515.50
Security Attendant - Ammo Dealer	01/24/2015 07:00 AM - 05:45 PM	2.00 EA	19.50 HR	419.25
Security Attendant - Overnight	01/24/2015 05:00 PM - 01/25/2015 08:00 AM	5.00 EA	19.50 HR	1,462.50
Security Attendant Lead	01/25/2015 08:00 AM - 04:45 PM	1.00 EA	30.00 HR	262.50
Security Attendant	01/25/2015 08:00 AM - 04:45 PM	8.00 EA	19.50 HR	1,365.00
Security Attendant - Ammo Dealer	01/25/2015 08:00 AM - 04:45 PM	2.00 EA	19.50 HR	341.25
Security Attendant	01/25/2015 08:00 AM - 07:00 PM	4.00 EA	19.50 HR	858.00

# EXHIBIT A - January

## Event Information

**Technology**

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

Orange County Sheriff Services	01/24/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	01/25/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 24,200.00**

### Summary

Facility Rental Total	\$42,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$33,820.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$78,120.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/21/2014	39,560.00
Second Payment	12/22/2014	38,560.00
<b>Payment Total:</b>		<b>\$78,120.00</b>

**Please Remit Payment in \*Check Only\***

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

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

# EXHIBIT A - March

## Event Information

**Event Name:** Crossroads of the West Gun Show  
**Contact Person:** Tracy Olcott  
**Event Dates:** 03/28/2015 - 03/29/2015

**Contract No:** R-003-15  
**Phone:** (801) 544-9125  
**Hours:** Saturday: 9:00 AM - 5:00 PM  
 Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$7.00 General Parking

**Projected Attendance:** 7,500 Per Day

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Costa Mesa Building (#10)	03/26/2015 06:00 AM - 05:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	03/26/2015 06:00 AM - 05:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	03/26/2015 06:00 AM - 05:00 PM	Move In	1,300.00
Anaheim Building (#16)	03/26/2015 06:00 AM - 05:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	03/26/2015 06:00 AM - 05:00 PM	Move In	800.00
OC Promenade (The Span)	03/26/2015 06:00 AM - 05:00 PM	Move In	*No Charge
<b>Friday</b>			
Costa Mesa Building (#10)	03/27/2015 06:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	03/27/2015 06:00 AM - 07:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	03/27/2015 06:00 AM - 07:00 PM	Move In	1,300.00
Anaheim Building (#16)	03/27/2015 06:00 AM - 07:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	03/27/2015 06:00 AM - 07:00 PM	Move In	800.00
OC Promenade (The Span)	03/27/2015 06:00 AM - 07:00 PM	Move In	*No Charge
Main Mall	03/27/2015 06:00 AM - 07:00 PM	Move In	700.00
<b>Saturday</b>			
Costa Mesa Building (#10)	03/28/2015 09:00 AM - 05:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/28/2015 09:00 AM - 05:00 PM	Event	3,000.00
Los Alamitos Building (#14)	03/28/2015 09:00 AM - 05:00 PM	Event	2,600.00
Anaheim Building (#16)	03/28/2015 09:00 AM - 05:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	03/28/2015 09:00 AM - 05:00 PM	Event	1,600.00
OC Promenade (The Span)	03/28/2015 09:00 AM - 05:00 PM	Event	*No Charge
Main Mall	03/28/2015 09:00 AM - 05:00 PM	Event	1,400.00
<b>Sunday</b>			
Costa Mesa Building (#10)	03/29/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/29/2015 09:00 AM - 04:00 PM	Event	3,000.00
Los Alamitos Building (#14)	03/29/2015 09:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	03/29/2015 09:00 AM - 04:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	03/29/2015 09:00 AM - 04:00 PM	Event	1,600.00
OC Promenade (The Span)	03/29/2015 09:00 AM - 04:00 PM	Event	*No Charge
Main Mall	03/29/2015 09:00 AM - 04:00 PM	Event	1,400.00
<b>Monday</b>			
Costa Mesa Building (#10)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	03/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2015 only.

-Move out must be completed by 12:00 Noon on Monday - March 30, 2015 to avoid additional charges.

**Total:** 42,800.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
Barricade	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00

# EXHIBIT A - March

## Event Information

Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 350	350.00 EA	8.00 EVT	2,800.00
Marquee Board (7 Consecutive Days)	03/23/2015 - 03/29/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	03/28/2015 - 03/29/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	03/27/2015 - 03/29/2015	4.00 EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stanchion (Ammo Dealer)	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EVT	300.00
<b>Total:</b>				<b>9,620.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 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 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Day</b>				
Grounds Attendant Lead	03/28/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	03/28/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant Lead	03/28/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	03/28/2015 08:00 AM - 05:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	03/28/2015 08:00 AM - 05:00 PM	1.00 EA	47.50 HR	427.50
Grounds Attendant Lead	03/29/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	03/29/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant Lead	03/29/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	03/29/2015 08:00 AM - 04:00 PM	9.00 EA	19.50 HR	1,404.00
Electrician	03/29/2015 08:00 AM - 04:00 PM	1.00 EA	47.50 HR	380.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/28/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	03/29/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Parking</b>				
Parking Attendant Lead	03/27/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Parking Attendant	03/27/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	03/27/2015 07:00 PM - 03/28/2015 07:00 AM	5.00 EA	19.50 HR	1,170.00
Security Attendant Lead	03/28/2015 07:00 AM - 05:45 PM	1.00 EA	30.00 HR	322.50
Security Attendant	03/28/2015 07:00 AM - 05:45 PM	12.00 EA	19.50 HR	2,515.50
Security Attendant - Ammo Dealer	03/28/2015 07:00 AM - 05:45 PM	2.00 EA	19.50 HR	419.25
Security Attendant - Overnight	03/28/2015 05:00 PM - 03/29/2015 08:00 AM	5.00 EA	19.50 HR	1,462.50
Security Attendant Lead	03/29/2015 08:00 AM - 04:45 PM	1.00 EA	30.00 HR	262.50
Security Attendant	03/29/2015 08:00 AM - 04:45 PM	8.00 EA	19.50 HR	1,365.00
Security Attendant - Ammo Dealer	03/29/2015 08:00 AM - 04:45 PM	2.00 EA	19.50 HR	341.25
Security Attendant	03/29/2015 08:00 AM - 07:00 PM	4.00 EA	19.50 HR	858.00

# EXHIBIT A - March

## Event Information

### Technology

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

Orange County Sheriff Services	03/28/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	03/29/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 24,200.00**

### Summary

Facility Rental Total	\$42,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$33,820.00
Refundable Deposit	\$1,500.00

**Grand Total: \$78,120.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/26/2014	1,000.00
Second Payment	01/26/2015	38,560.00
Third Payment	02/26/2015	38,560.00

**Payment Total: \$78,120.00**

**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 that you are aware of the details of these construction projects and how they may affect your event.

# EXHIBIT A - May

## Event Information

Event Name: Crossroads of the West Gun Show  
 Contact Person: Tracy Olcott  
 Event Dates: 05/30/2015 - 05/31/2015

Contract No: R-003-15  
 Phone: (801) 544-9125  
 Hours: Saturday: 9:00 AM - 5:00 PM  
 Sunday: 9:00 AM - 4:00 PM

Admission Prices: Adult: \$16.00 Child: 12 years and under free with a supervising adult

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 7,500 Per Day

### Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Thursday</b>			
Costa Mesa Building (#10)	05/28/2015 06:00 AM - 05:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	05/28/2015 06:00 AM - 05:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	05/28/2015 06:00 AM - 05:00 PM	Move In	1,300.00
Anaheim Building (#16)	05/28/2015 06:00 AM - 05:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	05/28/2015 06:00 AM - 05:00 PM	Move In	800.00
OC Promenade (The Span)	05/28/2015 06:00 AM - 05:00 PM	Move In	*No Charge
<b>Friday</b>			
Costa Mesa Building (#10)	05/29/2015 06:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	05/29/2015 06:00 AM - 07:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	05/29/2015 06:00 AM - 07:00 PM	Move In	1,300.00
Anaheim Building (#16)	05/29/2015 06:00 AM - 07:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	05/29/2015 06:00 AM - 07:00 PM	Move In	800.00
OC Promenade (The Span)	05/29/2015 06:00 AM - 07:00 PM	Move In	*No Charge
Main Mall	05/29/2015 06:00 AM - 07:00 PM	Move In	700.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/30/2015 09:00 AM - 05:00 PM	Event	4,000.00
Huntington Beach Building (#12)	05/30/2015 09:00 AM - 05:00 PM	Event	3,000.00
Los Alamitos Building (#14)	05/30/2015 09:00 AM - 05:00 PM	Event	2,600.00
Anaheim Building (#16)	05/30/2015 09:00 AM - 05:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	05/30/2015 09:00 AM - 05:00 PM	Event	1,600.00
OC Promenade (The Span)	05/30/2015 09:00 AM - 05:00 PM	Event	*No Charge
Main Mall	05/30/2015 09:00 AM - 05:00 PM	Event	1,400.00
<b>Sunday</b>			
Costa Mesa Building (#10)	05/31/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	05/31/2015 09:00 AM - 04:00 PM	Event	3,000.00
Los Alamitos Building (#14)	05/31/2015 09:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	05/31/2015 09:00 AM - 04:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	05/31/2015 09:00 AM - 04:00 PM	Event	1,600.00
OC Promenade (The Span)	05/31/2015 09:00 AM - 04:00 PM	Event	*No Charge
Main Mall	05/31/2015 09:00 AM - 04:00 PM	Event	1,400.00
<b>Monday</b>			
Costa Mesa Building (#10)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	06/01/2015 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2015 only.

-Move out must be completed by 12:00 Noon on Monday - June 1, 2015 to avoid additional charges.

Total: 42,800.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
Barricade	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00



# EXHIBIT A - May

## Event Information

Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 350	350.00 EA	8.00 EVT	2,800.00
Marquee Board (7 Consecutive Days)	05/25/2015 - 05/31/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	05/30/2015 - 05/31/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	05/29/2015 - 05/31/2015	4.00 EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stanchion (Ammo Dealer)	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EVT	300.00
<b>Total:</b>				<b>9,620.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 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 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Day</b>				
Grounds Attendant Lead	05/30/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/30/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant Lead	05/30/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	05/30/2015 08:00 AM - 05:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	05/30/2015 08:00 AM - 05:00 PM	1.00 EA	47.50 HR	427.50
Grounds Attendant Lead	05/31/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	05/31/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant Lead	05/31/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	05/31/2015 08:00 AM - 04:00 PM	9.00 EA	19.50 HR	1,404.00
Electrician	05/31/2015 08:00 AM - 04:00 PM	1.00 EA	47.50 HR	380.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/30/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	05/31/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Parking</b>				
Parking Attendant Lead	05/29/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Parking Attendant	05/29/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	05/29/2015 07:00 PM - 05/30/2015 07:00 AM	5.00 EA	19.50 HR	1,170.00
Security Attendant Lead	05/30/2015 07:00 AM - 05:45 PM	1.00 EA	30.00 HR	322.50
Security Attendant	05/30/2015 07:00 AM - 05:45 PM	12.00 EA	19.50 HR	2,515.50
Security Attendant - Ammo Dealer	05/30/2015 07:00 AM - 05:45 PM	2.00 EA	19.50 HR	419.25
Security Attendant - Overnight	05/30/2015 05:00 PM - 05/31/2015 08:00 AM	5.00 EA	19.50 HR	1,462.50
Security Attendant Lead	05/31/2015 08:00 AM - 04:45 PM	1.00 EA	30.00 HR	262.50
Security Attendant	05/31/2015 08:00 AM - 04:45 PM	8.00 EA	19.50 HR	1,365.00
Security Attendant - Ammo Dealer	05/31/2015 08:00 AM - 04:45 PM	2.00 EA	19.50 HR	341.25
Security Attendant	05/31/2015 08:00 AM - 07:00 PM	4.00 EA	19.50 HR	858.00

# EXHIBIT A - May

## Event Information

### Technology

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

Orange County Sheriff Services	05/30/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	05/31/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 24,200.00**

### Summary

Facility Rental Total	\$42,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$33,820.00
Refundable Deposit	\$1,500.00

**Grand Total: \$78,120.00**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/28/2014	1,000.00
Second Payment	03/27/2015	38,560.00
Third Payment	04/28/2015	38,560.00

**Payment Total: \$78,120.00**

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 that you are aware of the details of these construction projects and how they may affect your event.

# EXHIBIT A - August

## Event Information

Event Name: Crossroads of the West Gun Show  
 Contact Person: Tracy Olcott  
 Event Dates: 08/22/2015 - 08/23/2015

Contract No: R-003-15  
 Phone: (801) 544-9125  
 Hours: Saturday: 9:00 AM - 5:00 PM  
 Sunday: 9:00 AM - 4:00 PM

Admission Prices: Adult: \$16.00 Child: 12 years and under free with a supervising adult

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 7,500 Per Day

### Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Thursday</b>			
Costa Mesa Building (#10)	08/20/2015 06:00 AM - 05:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	08/20/2015 06:00 AM - 05:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	08/20/2015 Not Available	Not Available	Not Available
Anaheim Building (#16)	08/20/2015 Not Available	Not Available	Not Available
Santa Ana Pavilion (Parade of Products)	08/20/2015 06:00 AM - 05:00 PM	Move In	800.00
OC Promenade (The Span)	08/20/2015 Not Available	Not Available	Not Available
<b>Friday</b>			
Costa Mesa Building (#10)	08/21/2015 05:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	08/21/2015 05:00 AM - 07:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	08/21/2015 05:00 AM - 07:00 PM	Move In	1,300.00
Anaheim Building (#16)	08/21/2015 05:00 AM - 07:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	08/21/2015 05:00 AM - 07:00 PM	Move In	800.00
OC Promenade (The Span)	08/21/2015 05:00 AM - 07:00 PM	Move In	*No Charge
Main Mall	08/21/2015 05:00 AM - 07:00 PM	Move In	700.00
<b>Saturday</b>			
Costa Mesa Building (#10)	08/22/2015 09:00 AM - 05:00 PM	Event	4,000.00
Huntington Beach Building (#12)	08/22/2015 09:00 AM - 05:00 PM	Event	3,000.00
Los Alamitos Building (#14)	08/22/2015 09:00 AM - 05:00 PM	Event	2,600.00
Anaheim Building (#16)	08/22/2015 09:00 AM - 05:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	08/22/2015 09:00 AM - 05:00 PM	Event	1,600.00
OC Promenade (The Span)	08/22/2015 09:00 AM - 05:00 PM	Event	*No Charge
Main Mall	08/22/2015 09:00 AM - 05:00 PM	Event	1,400.00
<b>Sunday</b>			
Costa Mesa Building (#10)	08/23/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	08/23/2015 09:00 AM - 04:00 PM	Event	3,000.00
Los Alamitos Building (#14)	08/23/2015 09:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	08/23/2015 09:00 AM - 04:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	08/23/2015 09:00 AM - 04:00 PM	Event	1,600.00
OC Promenade (The Span)	08/23/2015 09:00 AM - 04:00 PM	Event	*No Charge
Main Mall	08/23/2015 09:00 AM - 04:00 PM	Event	1,400.00
<b>Monday</b>			
Costa Mesa Building (#10)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2015 only.

-Move out must be completed by 12:00 Noon on Monday - August 24, 2015 to avoid additional charges.

Total: 40,550.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 15	15.00 EA	25.00EA	375.00
Barricade	Estimate 15	15.00 EA	15.00EA	225.00
Cable Ramp	Estimate 5	5.00 EA	15.00EA	75.00

# EXHIBIT A - August

## Event Information

Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 350	350.00 EA	8.00 EVT	2,800.00
Marquee Board (7 Consecutive Days)	08/17/2015 - 08/23/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	08/22/2015 - 08/23/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	08/21/2015 - 08/23/2015	4.00 EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stanchion (Ammo Dealer)	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EVT	300.00
<b>Total:</b>				<b>9,620.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 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 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Day</b>				
Grounds Attendant Lead	08/22/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/22/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant Lead	08/22/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	08/22/2015 08:00 AM - 05:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	08/22/2015 08:00 AM - 05:00 PM	1.00 EA	47.50 HR	427.50
Grounds Attendant Lead	08/23/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/23/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant Lead	08/23/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	08/23/2015 08:00 AM - 04:00 PM	9.00 EA	19.50 HR	1,404.00
Electrician	08/23/2015 08:00 AM - 04:00 PM	1.00 EA	47.50 HR	380.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	08/22/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	08/23/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Parking</b>				
Parking Attendant Lead	08/21/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Parking Attendant	08/21/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	08/21/2015 07:00 PM - 08/22/2015 07:00 AM	5.00 EA	19.50 HR	1,170.00
Security Attendant Lead	08/22/2015 07:00 AM - 05:45 PM	1.00 EA	30.00 HR	322.50
Security Attendant	08/22/2015 07:00 AM - 05:45 PM	12.00 EA	19.50 HR	2,515.50
Security Attendant - Ammo Dealer	08/22/2015 07:00 AM - 05:45 PM	2.00 EA	19.50 HR	419.25
Security Attendant - Overnight	08/22/2015 05:00 PM - 08/23/2015 08:00 AM	5.00 EA	19.50 HR	1,462.50
Security Attendant Lead	08/23/2015 08:00 AM - 04:45 PM	1.00 EA	30.00 HR	262.50
Security Attendant	08/23/2015 08:00 AM - 04:45 PM	8.00 EA	19.50 HR	1,365.00
Security Attendant - Ammo Dealer	08/23/2015 08:00 AM - 04:45 PM	2.00 EA	19.50 HR	341.25
Security Attendant	08/23/2015 08:00 AM - 07:00 PM	4.00 EA	19.50 HR	858.00

# EXHIBIT A - August

## Event Information

### Technology

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

Orange County Sheriff Services	08/22/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	08/23/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 24,200.00**

### Summary

Facility Rental Total	\$40,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$33,820.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$75,870.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/13/2015	1,000.00
Second Payment	06/12/2015	37,435.00
Third Payment	07/13/2015	37,435.00
<b>Payment Total:</b>		<b>\$75,870.00</b>

**Please Remit Payment in \*Check Only\***

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

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

# EXHIBIT A - November

## Event Information

**Event Name:** Crossroads of the West Gun Show  
**Contact Person:** Tracy Olcott  
**Event Dates:** 11/28/2015 - 11/29/2015

**Contract No:** R-003-15  
**Phone:** (801) 544-9125  
**Hours:** Saturday: 9:00 AM - 5:00 PM  
 Sunday: 9:00 AM - 4:00 PM

**Admission Prices:** Adult: \$16.00 Child: 12 years and under free with a supervising adult

**Vehicle Parking Fee:** \$7.00 General Parking

**Projected Attendance:** 7,500 Per Day

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Costa Mesa Building (#10)	11/25/2015 06:00 AM - 05:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	11/25/2015 06:00 AM - 05:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	11/25/2015 06:00 AM - 05:00 PM	Move In	1,300.00
Anaheim Building (#16)	11/25/2015 06:00 AM - 05:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	11/25/2015 06:00 AM - 05:00 PM	Move In	800.00
OC Promenade (The Span)	11/25/2015 06:00 AM - 05:00 PM	Move In	*No Charge
<b>Thursday</b>			
Costa Mesa Building (#10)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
Huntington Beach Building (#12)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
Los Alamitos Building (#14)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
Anaheim Building (#16)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
Santa Ana Pavilion (Parade of Products)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
OC Promenade (The Span)	11/26/2015 06:00 AM - 11:59 PM	Dark	No Charge
<b>Friday</b>			
Costa Mesa Building (#10)	11/27/2015 06:00 AM - 07:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	11/27/2015 06:00 AM - 07:00 PM	Move In	1,500.00
Los Alamitos Building (#14)	11/27/2015 06:00 AM - 07:00 PM	Move In	1,300.00
Anaheim Building (#16)	11/27/2015 06:00 AM - 07:00 PM	Move In	950.00
Santa Ana Pavilion (Parade of Products)	11/27/2015 06:00 AM - 07:00 PM	Move In	800.00
OC Promenade (The Span)	11/27/2015 06:00 AM - 07:00 PM	Move In	*No Charge
Main Mall	11/27/2015 06:00 AM - 07:00 PM	Move In	700.00
<b>Saturday</b>			
Costa Mesa Building (#10)	11/28/2015 09:00 AM - 05:00 PM	Event	4,000.00
Huntington Beach Building (#12)	11/28/2015 09:00 AM - 05:00 PM	Event	3,000.00
Los Alamitos Building (#14)	11/28/2015 09:00 AM - 05:00 PM	Event	2,600.00
Anaheim Building (#16)	11/28/2015 09:00 AM - 05:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	11/28/2015 09:00 AM - 05:00 PM	Event	1,600.00
OC Promenade (The Span)	11/28/2015 09:00 AM - 05:00 PM	Event	*No Charge
Main Mall	11/28/2015 09:00 AM - 05:00 PM	Event	1,400.00
<b>Sunday</b>			
Costa Mesa Building (#10)	11/29/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	11/29/2015 09:00 AM - 04:00 PM	Event	3,000.00
Los Alamitos Building (#14)	11/29/2015 09:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	11/29/2015 09:00 AM - 04:00 PM	Event	1,900.00
Santa Ana Pavilion (Parade of Products)	11/29/2015 09:00 AM - 04:00 PM	Event	1,600.00
OC Promenade (The Span)	11/29/2015 09:00 AM - 04:00 PM	Event	*No Charge
Main Mall	11/29/2015 09:00 AM - 04:00 PM	Event	1,400.00
<b>Monday</b>			
Costa Mesa Building (#10)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Anaheim Building (#16)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (The Span)	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	11/30/2015 06:00 AM - 12:00 PM	Move Out	No Charge

\*OC Promenade available at no charge in 2015 only.

-Move out must be completed by 12:00 Noon on Monday - November 30, 2015 to avoid additional charges.

**Total:** 42,800.00

# EXHIBIT A - November

## Event Information

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 15	15.00 EA	25.00 EA	375.00
Barricade	Estimate 15	15.00 EA	15.00 EA	225.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Hang Tag - 2 Day	Estimate 350	350.00 EA	8.00 EVT	2,800.00
Marquee Board (7 Consecutive Days)	11/23/2015 - 11/29/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	11/28/2015 - 11/29/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (4 Buildings)	11/27/2015 - 11/29/2015	4.00 EA	75.00 EA/DAY	900.00
Scissor Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Stanchion (Ammo Dealer)	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EVT	300.00
<b>Total:</b>				<b>9,620.00</b>

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	45.00 HR*	225.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	29.25 HR*	292.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	71.25 HR*	356.25
<b>Event Day</b>				
Grounds Attendant Lead	11/28/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	11/28/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant Lead	11/28/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Janitorial Attendant	11/28/2015 08:00 AM - 05:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	11/28/2015 08:00 AM - 05:00 PM	1.00 EA	47.50 HR	427.50
Grounds Attendant Lead	11/29/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/29/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant Lead	11/29/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	11/29/2015 08:00 AM - 04:00 PM	9.00 EA	19.50 HR	1,404.00
Electrician	11/29/2015 08:00 AM - 04:00 PM	1.00 EA	47.50 HR	380.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	11/28/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	11/29/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<b>Parking</b>				
Parking Attendant Lead	11/27/2015 08:00 AM - 07:00 PM	1.00 EA	45.00 HR*	495.00
Parking Attendant	11/27/2015 08:00 AM - 07:00 PM	5.00 EA	29.25 HR*	1,608.75
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	11/27/2015 07:00 PM - 11/28/2015 07:00 AM	5.00 EA	19.50 HR	1,170.00
Security Attendant Lead	11/28/2015 07:00 AM - 05:45 PM	1.00 EA	30.00 HR	322.50
Security Attendant	11/28/2015 07:00 AM - 05:45 PM	12.00 EA	19.50 HR	2,515.50
Security Attendant - Ammo Dealer	11/28/2015 07:00 AM - 05:45 PM	2.00 EA	19.50 HR	419.25
Security Attendant - Overnight	11/28/2015 05:00 PM - 11/29/2015 08:00 AM	5.00 EA	19.50 HR	1,462.50

# EXHIBIT A - November

## Event Information

Security Attendant Lead	11/29/2015 08:00 AM - 04:45 PM	1.00 EA	30.00 HR	262.50
Security Attendant	11/29/2015 08:00 AM - 04:45 PM	8.00 EA	19.50 HR	1,365.00
Security Attendant - Ammo Dealer	11/29/2015 08:00 AM - 04:45 PM	2.00 EA	19.50 HR	341.25
Security Attendant	11/29/2015 08:00 AM - 07:00 PM	4.00 EA	19.50 HR	858.00

## Technology

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

Orange County Sheriff Services	11/28/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
Orange County Sheriff Services	11/29/2015 Estimate Only	1.00 EA	1,700.00 EVT	1,700.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00 EVT	1,600.00

**Total: 25,192.50**

\*November 27, 2015 is a State Holiday; therefore, personnel rate is charged at time-and-a-half.

## Summary

Facility Rental Total		\$42,800.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$34,812.50
Refundable Deposit		\$1,500.00
<b>Grand Total:</b>		<b>\$79,112.50</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/26/2015	1,000.00
Second Payment	09/25/2015	39,056.25
Third Payment	10/26/2015	39,056.25
<b>Payment Total:</b>		<b>\$79,112.50</b>

Please Remit Payment in \*Check Only\*

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

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



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Madison Cody** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **March 14 - 15, 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:

**Farrel-Cody Wedding**

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

**\$4,428.50**

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, 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.

**Madison Cody**  
761 North Clinton  
Orange, CA 92867

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Madison Cody, Bride****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Farrel-Cody Wedding  
 Contact Person: Madison Cody  
 Event Date: 03/14/2015

Contract No: R-019-15  
 Phone: (949) 376-6990  
 Hours: 4:00 PM - 10:00 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 150

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Millennium Barn	03/14/2015 01:00 PM - 04:00 PM	Move In	No Charge
Millennium Barn	03/14/2015 04:00 PM - 10:00 PM	Event	875.00
<b>Sunday</b>			
Millennium Barn	03/15/2015 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Sunday - March 15, 2015 to avoid additional charges. Total: 875.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift (For Straw Bale)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Man Lift (For Lights)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Straw Bale	Estimate 5	5.00 EA	5.00 EA	25.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>818.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Day</b>				
Grounds Attendant Lead	03/14/2015 03:00 PM - 10:00 PM	1.00 EA	30.00 HR	210.00
Janitorial Attendant	03/14/2015 03:00 PM - 10:00 PM	2.00 EA	19.50 HR	273.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/14/2015 03:00 PM - 10:00 PM	1.00 EA	40.00 HR	280.00
<b>Safety and Security</b>				
Security Attendant	03/14/2015 03:30 PM - 10:30 PM	3.00 EA	19.50 HR	409.50
<b>Insurance</b>				
S.E.L.I. Insurance	03/14/2015	1.00 EA	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - March 15, 2015.</i>				
<b>Total:</b>				<b>1,935.50</b>

### Summary

Facility Rental Total	\$875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,753.50
Refundable Deposit	\$800.00
<b>Grand Total:</b>	<b>\$4,428.50</b>

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

First Payment - *Deposit to Hold Date*  
Second Payment  
Third Payment

<u>Due Date</u>	<u>Amount</u>
09/15/2014	\$500.00
01/14/2015	\$1,964.25
02/13/2015	\$1,964.25

Total: \$4,428.50

Payment Total: \$4,428.50

Please Remit Payment in \*Check Only\*

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

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

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

#### SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Kody Farrel and Madison Cody Wedding must comply with request. All amplified music/sound must end by 10:00 PM on Saturday.

#### OVATIONS

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

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Title: Madison Cody, Bride

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Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Rolling Antlers hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 9 - 11, 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:

**Rolling Antlers - 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 January 11, 2015. All campers must provide proof of insurance on or before January 9, 2015.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Rolling Antlers  
13624 Stanbridge Avenue  
Bellflower, CA 90706

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Cynthia Riley, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Butler Amusements, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 25 - 31, 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:

**Butler Amusements Camping & Parking**

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

**\$6,662.00**

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.

**Butler Amusements, Inc.**  
P.O. Box 2210  
Fairfield, CA 94533

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Richard Byrum, Vice President**

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

# EXHIBIT A

## Event Information

Event Name: Butler Amusements Camping & Parking  
 Contact Person: Richard Byrum  
 Event Dates: 05/25/2015 - 05/31/2015

Contract No: R-026-15  
 Phone: (707) 328-4788  
 Hours: 12:00AM - 11:59 PM Daily

Camping and Parking Fee: *See Estimated Equipment Fees*

Projected Attendance: 40 - 60

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Campground	05/25/2015 05:00 PM - 05/31/2015 12:00 PM	Camping	See Below

-Move in cannot begin until 5:00 PM on Monday - May 25, 2015.

-Move out must be completed by 12:00 Noon on Sunday - May 31, 2015 to avoid additional charges. Total: See Below

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Employee Bunkhouses/RV's	05/25/2015 - 05/31/2015	14.00 EA	30.00 EA/DAY	2,940.00
Trucks & Trailers	05/25/2015 - 05/31/2015	12.00 EA	14.00 EA/DAY	1,176.00
<b>Total:</b>				<b>4,134.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
<b>Campground Restrooms</b>				
Janitorial Attendant	05/25/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/26/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/27/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/28/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/29/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/30/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Janitorial Attendant	05/31/2015 Estimate 2 Hours	2.00 EA	19.50 HR	78.00
Electrician	TBD	TBD EA	47.50 HR	TBD
Plumber	TBD	TBD EA	47.50 HR	TBD
<b>Clean Up</b>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	TBD	TBD HR	47.50 HR	TBD
Plumber	TBD	TBD HR	47.50 HR	TBD
<b>Safety &amp; Security</b>				
<b>Estimate Only</b>				
Security Attendant - Overnight	05/25/2015 10:00 PM - 05/26/2015 10:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	05/26/2015 10:00 PM - 05/27/2015 10:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	05/27/2015 10:00 PM - 05/28/2015 10:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	05/28/2015 10:00 PM - 05/29/2015 10:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	05/29/2015 10:00 PM - 05/30/2015 10:00 AM	1.00 EA	19.50 HR	234.00
Security Attendant - Overnight	05/30/2015 10:00 PM - 05/31/2015 10:00 AM	1.00 EA	19.50 HR	234.00
<b>Total:</b>				<b>2,028.00</b>

## Summary

Estimated Equipment, Reimbursable Personnel, and Services Total	\$6,162.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$6,662.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/25/2014	1,000.00
Second Payment	02/25/2015	1,888.00
Third Payment	03/25/2015	1,887.00
Fourth Payment	04/24/2015	1,887.00
<b>Total:</b>		<b>6,662.00</b>
<b>Payment Total:</b>		<b>6,662.00</b>

Please Remit Payment in \*Check Only\*

# EXHIBIT A

## Event Information

**\*\*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.

### CAMPGROUND

Reuter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

### CARNIVAL RIDES

Carnival rides are not permitted to be housed on trailers that are parked on site. Only empty trailers are permitted.

### SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, Butler Amusement, Inc. must comply with request.

DRAFT

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

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

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 17 - 19, 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:

**Marine Aquarium Expo**

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

**\$15,776.00**

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Kevin Adams, President/CEO

Title: Sharon Augenstein, Chief Financial Officer



# EXHIBIT A

## Event Information

Event Name: Marine Aquarium Expo  
 Contact Person: Kevin Adams  
 Event Dates: 04/18/2015 - 04/19/2015

Contract No: R-028-15  
 Phone: (714) 530-1094  
 Hours: Saturday: 10:00 AM - 6:00 PM  
 Sunday: 11:00 AM - 5:00 PM

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

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,500

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>
	<u>Date-Time</u>				
<b>Friday</b>					
The Hangar	04/17/2015 06:00 AM - 11:30 PM			Move In	1,600.00
<b>Saturday</b>					
The Hangar	04/18/2015 10:00 AM - 06:00 PM			Event	3,200.00
<b>Sunday</b>					
The Hangar	04/19/2015 11:00 AM - 05:00 PM			Event	3,200.00

-Move out must be completed by 11:59 PM on Sunday - April 19, 2015 to avoid additional charges. Total: 8,000.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 2	2.00 EA	15.00 EA	30.00
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	04/18/2015 - 04/19/2015	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit	Estimate 1	1.00 EA	250.00 EVT	250.00
<b>Total:</b>				<b>2,700.00</b>

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 EA	30.00 HR	90.00
Grounds Attendant	Estimate 4 Hours	4.00 EA	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	04/18/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	04/18/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	04/18/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	04/19/2015 10:00 AM - 05:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	04/19/2015 10:00 AM - 05:00 PM	2.00 EA	19.50 HR	273.00
Janitorial Attendant	04/19/2015 10:00 AM - 05:00 PM	2.00 EA	19.50 HR	273.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Coordinator</b>				
Event Coordinator	04/18/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	04/19/2015 10:00 AM - 05:00 PM	1.00 EA	40.00 HR	280.00
<b>Parking</b>				
Parking Attendant Lead	04/17/2015 11:00 AM - 06:00 PM	1.00 EA	30.00 HR	210.00

# EXHIBIT A

## Event Information

Parking Attendant	04/17/2015 11:00 AM - 06:00 PM	2.00 EA	19.50 HR	273.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

## Insurance

S.E.L.I. Insurance	04/18/2015 - 04/19/2015	1.00 EA	155.00 EA/DAY	310.00
--------------------	-------------------------	---------	---------------	--------

*(Includes coverage for move in and move out periods listed on Rental Agreement)*

**Total: 4,076.00**

## Summary

Facility Rental Total	\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,776.00
Refundable Deposit	\$1,000.00

**Grand Total: \$15,776.00**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/17/2014	\$1,000.00
Second Payment	01/16/2015	\$4,926.00
Third Payment	02/17/2015	\$4,925.00
Fourth Payment	03/17/2015	\$4,925.00

**Total: \$15,776.00**

**Payment Total: \$15,776.00**

**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.

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**October 19, 2014 through November 12, 2014**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03212033	09/28/12	Asphalt Repair & Speed Bump Install	Century Paving	\$41,441.57
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	C0032X.424	04/02/12	Master Plan	LSA Associates, Inc.	\$20,000.00
California Fair Financing Authority	03212034	11/07/12	Gate 7 Improvements	A.T. Construction	\$84,240.00
California Fair Financing Authority	03212035	11/08/12	Capital Improvements Contract Coordination and Support	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
<b>New</b>					
<b>Revision/Amendment</b>					

# **New Joint Powers Authority Agreements**

**October 2014**

**None**

# **Joint Powers Authority**

**Invoices Paid in October 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 #: 75570  
Date Paid: 10/01/2014

## Payment Authorization

Date: 07/07/2014

Amount: \$ 1,480.80

Vendor Name: CFFA

Invoice No.: 1528

Invoice Date: 5/31/2014

Project No.: 03214009

Project Name: Super Structure Painting-Solicitation of Bids

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



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Trilobe 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: 1528  
Invoice Date: 5/31/2014  
Customer Code: 32nd  
Project: 03214009  
Super Structure Painting-Solicitation of

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 032-14009 Direct Costs thru 5-31-14 See Attached GL detail and Invoices	1,480.80
	<u>\$1,480.80</u>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$1,480.80  
Sales Tax: 0.00  
Invoice Total: \$1,480.80

## General Ledger Detail

1/1/11 to Date (1/1/2011 - 5/31/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Wednesday, July 2, 2014 4:25:36PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance		
<b>647-032-03214009-A Advertising-Projects, 032, Super Str</b>							0.00		
3/20/2014	Summarized AP Invoices	Invoices	AP-Invoice		1,278.00				
3/20/2014	West America Bank	Invoice: 9851172	Orange County Register 032-13009 Sol to,	Invitation to Bid			1,278.00		
<b>647-032-03214009-A</b>					Net:	1,278.00	1,278.00		
<b>742-032-03214009-A Printing, 032, Super Structure,</b>						0.00	1,278.00		
							0.00		
3/19/2014	Summarized AP Invoices	Invoices	AP-Invoice		147.88				
3/19/2014	American Reprographics Company	Invoice: 7416013	Pac Amp Stage Superstructure Painting				147.88		
3/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		47.00				
3/21/2014	American Reprographics Company	Invoice: 7421071	Pac Amp Stage Superstructure Painting				47.00		
3/31/2014	Summarized AP invoices	Invoices	AP-Invoice		7.92				
3/31/2014	American Reprographics Company	Invoice: 7436403	Pac Amp Stage Superstructure Painting				7.92		
<b>742-032-03214009-A</b>					Net:	202.80	202.80		
<b>\$ Grand Totals</b>					Beginning Balance	Net Activity	Total Debits	Total Credits	Balance
					0.00	1,480.80	1,480.80	0.00	1,480.80
<b>\$ Trial Balances</b>							Total Debits	Total Credits	Balance
					Prior:	0.00	0.00	0.00	0.00
					Activity:	1,480.80	0.00	1,480.80	1,480.80
					Ending:	1,480.80	0.00	1,480.80	1,480.80





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 Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Thursday, March 06, 2014

Transaction Type: Payment  
 Ad Number: 0009851172  
 Apply to Current Order: Yes  
 Payment Method: Credit Card  
 Bad Debt: -  
 Credit Card Number: XXXXXXXXXXXX0678 - Visa  
 Credit Card Expire Date: August 2014  
 Payment Amount: \$1,278.00 ✓  
 Amount Due: \$0.00  
 Reference Number:  
 Charge to Company: OCRC  
 Category: Classified  
 Credit to Transaction Number:  
 Invoice Text:  
 Invoice Notes:

Customer Type: Small Business  
 Customer Category: CLS-Ledger  
 Customer Status: Active  
 Customer Group: CLS-Legals  
 Customer Trade:  
 Account Number: 1001062242  
 Phone Number: 9167169099  
 Company / Individual: Company  
 Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY  
 Customer Address: 1776 TRIBUTE ROAD, SUITE 100  
 SACRAMENTO, CA 95815 USA  
 Check Number:  
 Routing Number:

*de - to pay  
 7/8/14*







American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7416013

INVOICE DATE 03/19/14

WORK ORDER# 4695081

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID FREESE  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 03/19/14 at 01:00PM

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
1900	BW Copies 8.5X11	T	001	204	3		792	EA	0.1320	104.54
1927	Document Assembly/Collate	NT	001	3	3		9	EA	0.1800	1.62
1936	3 Hole Drill	NT	001	136	3		408	EA	0.0200	8.16
1953	Screw Post Bind	T	001	1	3		3	EA	2.8500	8.55
1925	Acetate Covers	T	001	1	3		3	EA	1.2000	3.60
1926	Back Covers (Blk or White)	T	001	1	3		3	EA	1.8000	5.40
6114	Set Up	T	001	1	1		1	EA	5.7800	5.78

*OK to print  
 B-El 4-11-14  
 ok to P  
 J  
 1/8/14*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
137.65		10.23	147.88		147.88

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1602090



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7421071

INVOICE DATE 03/21/14

WORK ORDER# F1852586

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: PLANWELL UPLOAD ONLY  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 03/19/14 at 08:43AM

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	247	1		247	EA	0.1650	40.76
6114	Set Up	T	001	1	1		1	EA	5.7800	5.78

*Handwritten notes:*  
 ok to pay 7/18/14  
 ok to pay  
 B-3 4-11-14

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
46.54		0.46	47.00		47.00

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days net final.  
 1602063



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7436403

INVOICE DATE 03/31/14

WORK ORDER# 11813546

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 ATTN: PLANWELL UPLOAD  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 03/27/14 at 12:00PM

OR CODE	DESCRIPTION	TAX	EQC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6102	PW DMF/Specs	NT	001	10	1		10	EA	0.1650	1.65
6114	Set Up	T	001	1	1		1	EA	5.7800	5.78

*Approved for Payors*  
*MKS*  
*OK to pay*  
*4-28-14*

*OK to pay*  
*7/8/14*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
7.43		0.49	7.92		7.92

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1612991



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75596  
Date Paid: 10/08/2014

## Payment Authorization

Date: 10/3/2014 Amount: \$18,160.30

Vendor Name: A&P Development & Construction, Inc.  
AP Construction, Inc.

Invoice No.: 2

Invoice Date: 08/31/2014

Project No.: 03214025

Project Name: Pac Amp Sound/Video Support Structure

Fair Name: OC Fair & Event Center

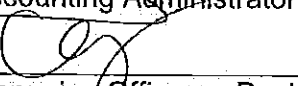
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

TO: <b>California Fairs Finance Authority</b> 88 Fair Drive Costa Mesa Ca 92626 FROM CONTRACTOR: AP Construction, Inc. CONTRACT FOR: <b>Sound Video Support Structure</b>	PROJECT: CCFA <b>Sound Video</b> <b>Support Structure</b> VIA ARCHITECT:	APPLICATION NO.: 2 PERIOD TO: 8/31/2014 PROJECT NOS.: CONTRACT DATE: 4/8/2014	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
---	--	--	--

## CONTRACTOR'S APPLICATION FOR PAYMENT

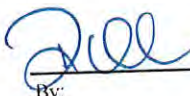
Application is made for Payment, as shown below, in connection with the Contract.  
 Home Depot Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM .....	<u>\$181,603.00</u>
2. Net change by Change Orders .....	<u>\$0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	<u>\$181,603.00</u>
4. TOTAL COMPLETE & STORED TO DATE .....	<u>\$181,603.00</u>
<b>(Column G on G703)</b>	
5. RETAINAGE	
a. Completed Work _____ 10% _____	\$0.00
(Column D+E on G703)	
b. Stored Material _____ 0% _____	\$0.00
(Column F on G703)	
Total Retainage (Line 5A + 5b or Total in Column I of G703) .....	<u>\$0.00</u>
6. TOTAL EARNED LESS RETAINAGE .....	<u>\$181,603.00</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$163,442.70</u>
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	<u>\$18,160.30</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	<u>\$0.00</u>
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by owner		
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		

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

CONTRACTOR: AP Construction, Inc.

By:  Date: 8/31/2014

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on 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**..... \$ \_\_\_\_\_

*(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: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

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



A	B	C	D	E	F	G	H	I	
TEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK FROM PAST APPL.	COMPLETED THIS PERIOD	MATERIALS STORED NOT D&E	ALL COMPLETED & STORED ITEMS	% FINISH (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Structural Steel Shop Drawings	2,500.00		2,500.00	Included in E	2,500.00	100%	0.00	
2	Steel Materials	62,000.00		62,000.00	Included in E	62,000.00	100%	0.00	
3	Steel Labor	41,000.00		41,000.00	Included in E	41,000.00	100%	0.00	
4	Demolition	9,000.00		9,000.00	Included in E	9,000.00	100%	0.00	
5	Concrete/Reinforcement/Forming	11,000.00		11,000.00	Included in E	11,000.00	100%	0.00	
6	Painting	7,979.60		7,979.60	Included in E	7,979.60	100%	0.00	
		<b>\$133,479.60</b>	<b>\$0.00</b>	<b>\$133,479.60</b>		<b>\$ 133,479.60</b>		<b>\$0.00</b>	<b>\$0.00</b>
	<b>General Conditions:</b> PM, Supervision, Insurance, Mobilization, Demob, Dumpster & Haul Fees, Close out documents, Bond, Insurance.	<b>\$48,123.40</b>		<b>48,123.40</b>		<b>\$48,123.40</b>		<b>0.00</b>	<b>0.00</b>
		<b>\$0.00</b>		<b>0.00</b>		<b>\$0.00</b>		<b>0.00</b>	<b>0.00</b>
	<b>PROJECT TOTAL:</b>	<b>\$181,603.00</b>	<b>\$0.00</b>	<b>\$181,603.00</b>		<b>\$181,603.00</b>		<b>\$0.00</b>	<b>\$0.00</b>

**CONDITIONAL WAIVER AND RELEASE ON FINAL 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: California Fairs Finance Authority

---

Name of Customer: AP Construction, Inc

---

Job Location: Orange County Fair

---

Owner:

---

**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. 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 Finance Authority

---

Amount of Check: \$ 18,160.30

---

Check Payable to: AP Construction, Inc

---

**Exceptions**

---

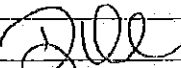
This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

---

**Signature**

---

Claimant's Signature:



---

Claimant's Title: Accountant

---

Date of Signature: 08/31/2014

---



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75600  
Date Paid: 10/08/2014

### Payment Authorization

Date: 9/29/2014 Amount: \$ 675.00

Vendor Name: BYER GEOTECHNICAL, INC.

Invoice No.: 41667

Invoice Date: 09/12/2014

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 *Byer J*  
Project Manager

*B. J.*  
Construction Manager

*Christy Arshin*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee

September 12, 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 # 41667  
BG 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/10/2014	HH	Consultation with Client, Project Geologist	0.50	150.00/hr	\$75.00
9/11/2014	HH	Observation and Testing of Subgrade Moisture in Lobby Area and Lobby Restrooms, Project Geologist	4.00	150.00/hr	\$600.00

Total from current billing period

4.50 \$675.00 ✓

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.

OK TO P  
BES 9-29-14

Lobby Floor  
sk to P  
9/24/14



BYER GEOTECHNICAL, INC.

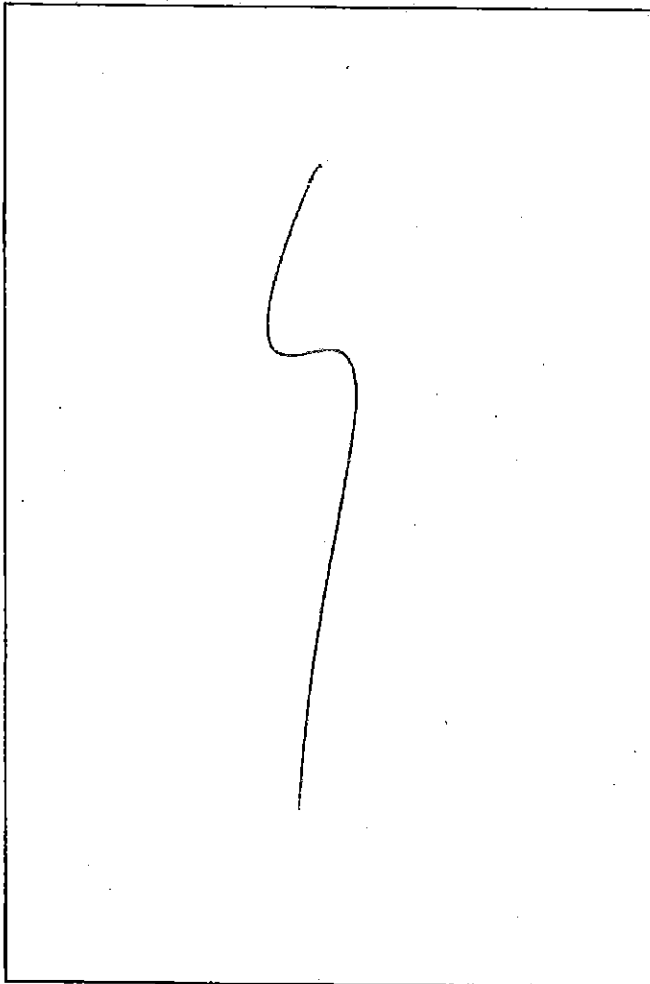
### NOTICE OF FIELD OBSERVATION

CLIENT: CIFA / OC FAIR DATE: 9/11/14 TIME: 11:30 BG# 21695  
 LOCATION: 100 FAIR DR, COSTA MESA  
 REQUESTED BY: DAVE FOSSEB MET WITH: KHRIST, STEVE  
 SPECIAL CONDITIONS: \_\_\_\_\_

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: SUBGRADE MOISTURE IN LOBBY AREA & LOBBY BATHROOMS

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



#### GENERAL CONDITIONS OF APPROVAL:

IN ~~SAMPLE~~ SUBGRADE IN LOBBY & BATHROOM AREA HAS BEEN COVERED WITH SAND (2 LAYERS), VISQUEON, AND RE-BAR.

SAND & VISQUEON WERE REMOVED AND SAMPLES WERE COLLECTED FROM UNDERLYING FILL, FROM A DEPTH OF 0-12 INCHES.

MOISTURE CONTENT WAS DETERMINED AT 11 TO 12%. OPTIMUM MOISTURE IS 13%. MOISTURE CONTENT SHOULD BE BROUGHT UP TO 120% OF OPTIMUM (APPROX. NEARLY 16%). PLEASE CALL OUR OFFICE WHEN MOISTURE IS AT REQUIRED CONTENT & PRIOR TO PLACING SAND OR RE-BAR.

ADDITIONAL SITE VIST(S):  REQUIRED       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC: HANS HOSK COTY 2014  
 HOURS: 4 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: KHRISTY



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75600  
Date Paid: 10/08/2014

## Payment Authorization

Date: 10/02/2014 Amount: \$ 400.00

Vendor Name: Byer Geotechnical, Inc.

Invoice No.: 41740

Invoice Date: 9/26/2014

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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee

September 26, 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 # 41740  
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>
9/23/2014	RM	Observation and Testing of Subgrade Moisture, 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.

OK TO PA  
10-2-14



BYER GEOTECHNICAL, INC.

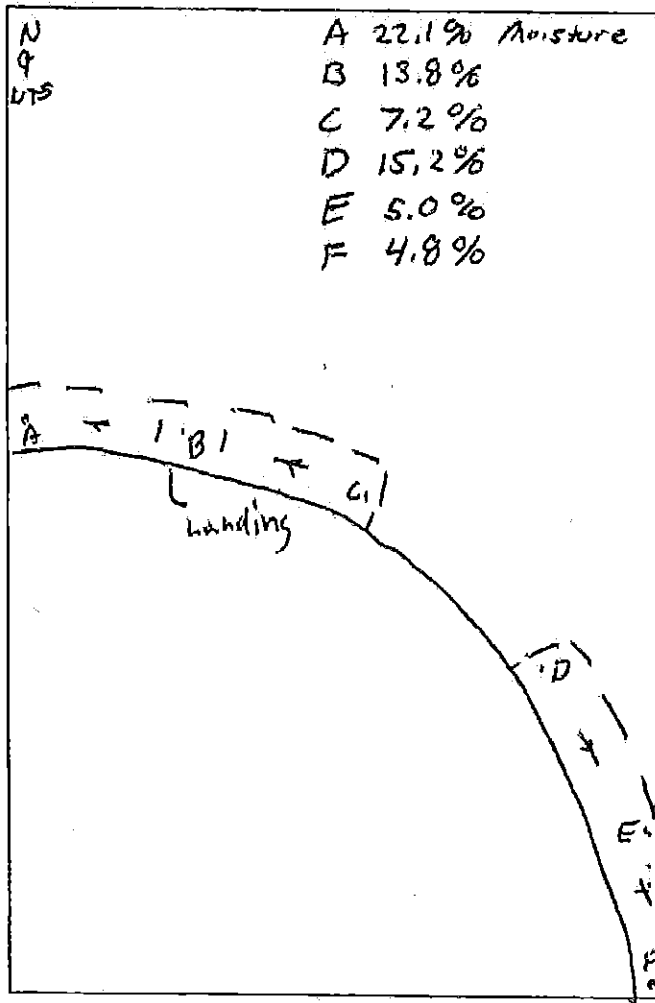
# NOTICE OF FIELD OBSERVATION

CLIENT: Orange Co. Fair and Event Center DATE: 9-23-14 ARRIVAL TIME: 7:30 A  
 BG- 21695 LOCATION: 100 Fair Dr, Costa Mesa, CA  
 REQUESTED BY: Christi MET WITH: Christi  
 SPECIAL CONDITIONS: Sunny 70°

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: Tested cut for stairs.

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



A	22.1%	Moisture
B	13.8%	
C	7.2%	
D	15.2%	
E	5.0%	
F	4.8%	

Arrived on site and tested  
Subgrade for steps leading  
to top of ampitheater.  
Results show that the  
areas cut and exposed ~~to~~  
dry over time. Recommend that  
moisture be maintained in areas  
cut fresh, and moisture be  
replaced in areas of older  
cuts. Tests show 90% min.  
compaction.  
At entrance to ampitheater,  
subgrade has vapor barrier  
installed and sand placed over  
to keep moisture maintained.

ADDITIONAL SITE VISIT(S):       REQUIRED FOR: \_\_\_\_\_       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC. R. Myers      (2 HOUR MINIMUM CHARGE) HOURS: 4  
 NOTICE LEFT WITH: Christi      INITIALS: \_\_\_\_\_





CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Check #: 75602  
Date Paid: 10/08/2014

## Payment Authorization

Date: 9/30/2014 Amount: \$ 1,767.11

Vendor Name: CFFA

Invoice No.: 1598

Invoice Date: 09/30/2014

Project No.: 03214009

Project Name: Super Structure Painting –Solicitation of Bid

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

*Ben E.*  
Project Manager

*Ben E.*  
Construction Manager

*Candi 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: 1598  
Invoice Date: 9/30/2014  
Customer Code: 32nd  
Project: 03214009  
Super Structure Painting-Solicitation of

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 14-009 Super Structure Painting-Travel through 7/31/2014	1,767.11
	<u>\$1,767.11</u>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$1,767.11  
Sales Tax: 0.00  
Invoice Total: \$1,767.11

## General Ledger Detail

1/1/11 to Date (1/1/2011 - 7/31/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

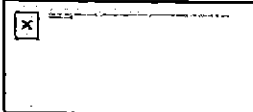
Thursday, September 25, 2014 11:05:49AM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03214009-A      Travel-projects, 032, Super Structur</b>							0.00
5/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		444.00		
5/21/2014	West America Bank	Invoice: 5/27 Flight	Southwest D.freese	5262414292864			444.00
6/18/2014	Summarized AP Invoices	Invoices	AP-Invoice		1,323.11		
6/18/2014	West America Bank	Invoice: 05/28 Flight	B.Eubanks	5262417653779			444.00
6/18/2014	West America Bank	Invoice: 05/28 Hotel	Best Western / Costa Mesa-Freese				109.88
6/18/2014	West America Bank	Invoice: 05/29 Hotel	Best Western / Costa Mesa-Freese				122.09
6/18/2014	West America Bank	Invoice: 05/29 Parking	Sac Airport				51.00
6/18/2014	West America Bank	Invoice: 05/30 Fuel	Harbor Fair Station, Costa Mesa				45.63 <i>is it?</i>
6/18/2014	West America Bank	Invoice: 05/30 Hotel	Best Western / Costa Mesa-Eubanks				332.97
6/18/2014	West America Bank	Invoice: 05/30 Hotel	Best Western / Costa Mesa-Freese				110.99
6/18/2014	West America Bank	Invoice: 05/31 hotel	Best Western, Costa Mesa - Eubanks				106.55
<b>664-032-03214009-A</b>			Net:	1,767.11	1,767.11	0.00	1,767.11
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	1,767.11		1,767.11	0.00	1,767.11
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		1,767.11	0.00	1,767.11
			Ending:		1,767.11	0.00	1,767.11

Debra Calavano

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
Sent: Sunday, May 11, 2014 1:38 PM  
To: David Freese  
Subject: Flight reservation (MP5MLI) | 27MAY14 | SMF-SNA | Freese/David

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

### Ready for takeoff!

Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 05/27/14 - Orange County

### AIR Itinerary

**AIR Confirmation: MP5MLI** Confirmation Date: 05/11/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262414292864	May 11, 2015	3926

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

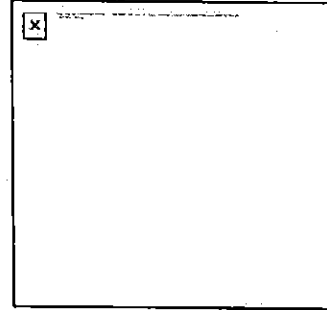
Date	Flight	Departure/Arrival
Tue May 27	1993	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:15 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:40 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
Fri May 30	491	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:30 PM Arrive in SACRAMENTO, CA (SMF) at 3:55 PM Travel Time 1 hrs 25 mins <u>Anytime</u>

#### What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

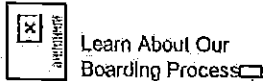


Air Cost: 444.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262414292864: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA196.28YL WN SMF196.28YL 392.56 END ZPSMFSNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50



### Cost and Payment Summary

<input type="checkbox"/> AIR - MP5MLI		
Base Fare	\$ 392.56	<b>Payment Information</b>
Excise Taxes	\$ 29.44	Payment Type: Visa XXXXXXXX XXXX0686
Segment Fee	\$ 8.00	Date: May 11, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$444.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 444.00</b>	





Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #MAWIIW

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Wednesday, May 28, 2014 - Friday, May 30, 2014

Air Total: \$444.00

Amount Paid  
\$444.00

Trip Total  
\$444.00

**WED 05/28/14 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 05/28/2014 - 05/30/2014

Confirmation #  
**MAWIIW**

Adult Passenger(s)  
 BRYAN EUBANKS  
 Subscribe to Flight Status Messaging

Rapid Rewards #  
 00800325019796

DEPART MAY 28 WED	09:05 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2169 southwest	Wednesday, May 28, 2014
	10:30 AM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN MAY 30 FRI	02:30 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #491 southwest	Friday, May 30, 2014
	03:55 PM	Arrive In Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime GreatFidelity	<ul style="list-style-type: none"> <li>Fully Refundable</li> <li>Same Day Changes</li> <li>No Change Fees</li> </ul>	1	\$222.00
Return	SNA-SMF	Anytime GreatFidelity	<ul style="list-style-type: none"> <li>Fully Refundable</li> <li>Same Day Changes</li> <li>No Change Fees</li> </ul>	1	\$222.00

Enroll in Rapid Rewards and earn at least 3926 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

**Subtotal \$444.00**  
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details  
 Checked Items: First and second bags are free, size and weight limits apply

**Bag Charge \$0.00**

Air Total:  
\$444.00

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks      Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXX-1737	\$444.00

Amount Paid  
\$444.00

Trip Total  
\$444.00

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 05/28/2014 12:02 PM mary

Loyalty Club: 6006630603493540 Diamond

Room # 317-A

Registered To:

Freese, David  
 106 Luzena Ave  
 Apt A  
 Vacaville, CA 95688

Conf # 375916640-01  
 Arrival 05/27/14  
 Departure 05/28/14

Room Type KOZ-King -  
 Guests 2 / 0

(916) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/27/14	khated	RC	ROOM CHARGE			\$98.99
05/27/14	khated	9	ROOM TAX			\$7.92
05/27/14	khated	91	CITY BIA			\$2.97
05/28/14	mary	VS	PAYMENT VISA/MC		0686 - 917261	\$109.88
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel Is Independently owned and operated.

Signature



**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/29/2014 11:23 AM mary

Loyalty Club: 6006630603493540

Diamond

Room # 316-A

**Registered To:**

Freese, David  
106 Luzena Ave  
Apt A  
Vacaville, CA 95688

Conf # 818286747.01

Arrival 05/28/14

Departure 05/29/14

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-0686

(916) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/28/14	DEPAL	RC	ROOM CHARGE			\$109.99
05/28/14	DEPAL	9	ROOM TAX			\$8.80
05/28/14	DEPAL	91	CITY BIA			\$3.30
05/29/14	mary	VS	PAYMENT VISA/MC		0686 - 328231	\$122.09-
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0886  
Card Type : Visa  
Authorization Code : 129265

Cashier : 71 Seq # 37012  
License Plate : NOPLATE  
Ent : 05:02 05/27/14 Lane 39  
Exit: 18:58 05/28/14 Lane 58  
Duration: 2D(s) 14H(s) 54M(s)  
Rate Code: 36 Shift: 054

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

3 Day(s) @\$17.00 = \$51.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*



June 2014 Statement 05/22/2014 - 06/18/2014

Page 2 of 5



CAL CONST AUTHORITY

Cardmember Service ( 1-866-552-8855

*Received  
12/15/13*

Transactions EUBANKS, BRYAN K

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
-----------	------------	-------	-------------------------	--------	----------

<i>06/02</i>	05/30	5040	HARBOR FAIR STATION COSTA MESA CA	\$45.63	<i>✓</i>
--------------	-------	------	-----------------------------------	---------	----------

**BEST WESTERN PLUS NEWPORT INN**  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 05/30/2014 10:10 AM mary  
 Loyalty Club: 6006637391147204 Diamond

Room # 331-A

**Registered To:**

Eubanks, Bryan  
 3431 Cantelow Rd  
 VACAVILLE, CA 95688

Conf # 72203  
 Arrival 05/27/14  
 Departure 05/30/14

Room Type KDZ-King -  
 Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/27/14	khaled	RC	ROOM CHARGE			\$99.99
05/27/14	khaled	9	ROOM TAX			\$8.00
05/27/14	khaled	91	CITY BIA			\$3.00
05/28/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/28/14	DEPAL	9	ROOM TAX			\$8.00
05/28/14	DEPAL	91	CITY BIA			\$3.00
05/29/14	khaled	RC	ROOM CHARGE			\$99.99
05/29/14	khaled	9	ROOM TAX			\$8.00
05/29/14	khaled	91	CITY BIA			\$3.00
05/30/14	mary	VS	PAYMENT VISA/MC		1737 - 227250	\$332.97-

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is Independently owned and operated.

Signature \_\_\_\_\_

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/30/2014 04:33 AM khaled

Loyalty Club: 6006630603493540

Diamond

Room # 327-A

**Registered To:**

Freese, David  
106 Luzena Ave  
Apt A  
Vacaville, CA 95688

(916) 207-6114

Conf # 328126046-01

Arrival 05/29/14

Departure 05/30/14

Room Type KDZ-King -

Guests 1 / 0

Payment Visa/Master

Acct XXXX-X00X-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/29/14	khaled	7T	GUEST ADV TRANS			\$110.99-
05/29/14	khaled	RC	ROOM CHARGE			\$99.99
05/29/14	khaled	9	ROOM TAX			\$8.00
05/29/14	khaled	9I	CITY DIA			\$3.00
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

\_\_\_\_\_  
Signature

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

PLUS

C/O 05/31/2014 11:14 AM kelly  
 Loyalty Club: 6006637391147204 Diamond

Room # 311-A

Registered To:  
 Eubanks, Bryan  
 3431 Cantelow Rd  
 VACAVILLE, CA 95688

Conf # 72393  
 Arrival 05/30/14  
 Departure 05/31/14

Room Type KDZ-King -  
 Guests 2 / 0

(000) 000-0000

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/30/14	khated	RC	ROOM CHARGE			\$95.99
05/30/14	khated	9	ROOM TAX			\$7.68
05/30/14	khated	91	CITY BIA			\$2.88
05/31/14	kelly	VS	PAYMENT VISA/MC		1737 - 810352	\$106.55-
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature \_\_\_\_\_



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Check #: 75602  
Date Paid: 10/08/2014

## Payment Authorization

Date: 9/30/2014 Amount: \$ 918.19

Vendor Name: CFFA

Invoice No.: 1599

Invoice Date: 09/30/2014

Project No.: 03214010

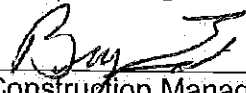
Project Name: Pac Amp Sound/Video Support Structure Solicitation to Bid

Fair Name: OC Fair & Event Center

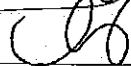
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1778 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: 1599  
Invoice Date: 9/30/2014  
Customer Code: 32nd  
Project: 03214010  
Pac Amp Sound/Video Support Structur

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 14-010 Sound/Video Support Travel thru 7/31/14	918.19
	<u>\$918.19</u>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$918.19  
Sales Tax: 0.00  
Invoice Total: \$918.19



## General Ledger Detail

1/1/11 to Date (1/1/2011 - 7/31/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Tuesday, September 30, 2014 11:00:24AM

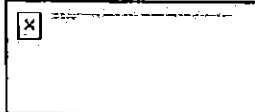
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03214010-A</b>							0.00
<b>Travel-projects, 032, Pac Amp Soun</b>							
6/18/2014	Summarized AP Invoices	Invoices	AP-Invoice		918.19		
6/18/2014	West America Bank	Invoice: 06/09 Flight	Southwest - Eubanks-5262422294299	Change			28.00
6/18/2014	West America Bank	Invoice: 06/09 Flight	D. Freese 5262419713002				430.00
6/18/2014	West America Bank	Invoice: 06/10 Flight	Southwest - Eubanks-5262421799677				416.00
6/18/2014	West America Bank	Invoice: 06/11 Fuel	Fuel Chevron /Costa Mesa				44.19
<b>664-032-03214010-A</b>							
		Net:	918.19		918.19	0.00	918.19
<b>\$ Grand Totals</b>							
		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		0.00	918.19		918.19	0.00	918.19
<b>\$ Trial Balances</b>							
					<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
				Prior:	0.00	0.00	0.00
				Activity:	918.19	0.00	918.19
				Ending:	918.19	0.00	918.19

**construction**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Monday, June 09, 2014 9:51 AM  
**To:** construction  
**Subject:** UPDATED flight reservation (M2RB5M) | 09JUN14 | SMF-SNA | Eubanks/Bryan

You're all set for your trip!

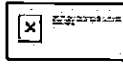


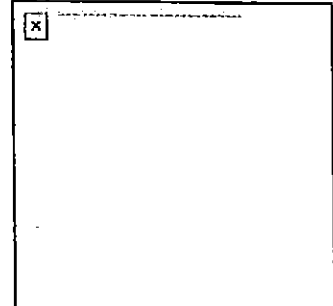
[My Account](#) | [View My Itinerary Online](#)

**Check In Online**      **Check Flight Status**      **Change Flight**      **Special Offers**      **Hotel Offers**      **Car Offers**

**Ready for takeoff!**



 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

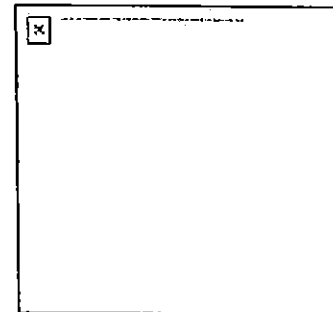


 **AIR Itinerary**

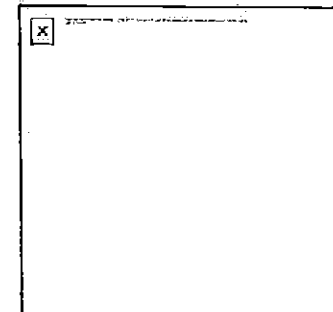
**AIR Confirmation: M2RB5M**

Confirmation Date: 06/9/2014

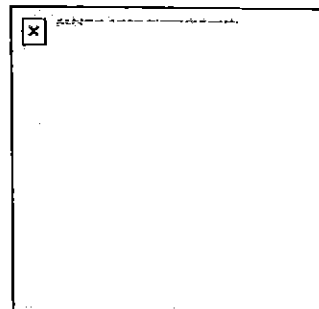
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262422294299	Jun 6, 2015	3928



Date	Flight	Departure/Arrival
Mon Jun 9	999	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 3:40 PM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 5:05 PM Travel Time 1 hrs 25 mins <u>Anytime</u>
Thu Jun 12	4097	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:55 PM Arrive in SACRAMENTO, CA (SMF) at 4:15 PM Travel Time 1 hrs 20 mins



Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**Remember to be in the gate area on time and ready to board:**

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 444.00

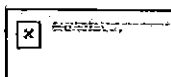
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262422294299; NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.



Learn About Our Boarding Process



Get EarlyBird Check-In@ Details

**Cost and Payment Summary**

AIR - M2RB5M

Base Fare	\$ 392.56
Excise Taxes	\$ 29.44
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
<b>Total Air Cost</b>	<b>\$ 444.00</b>

**Payment Information**

Payment Type: Visa XXXXXXXXXXXXXXX1737  
 Date: Jun 9, 2014  
 Payment Amount: \$28.00

*change fee*

Payment Type: Ticket Exchange  
 Date: Jun 9, 2014  
 Payment Amount: \$416.00

**Exchange Detail**

Jun 6, 2014 From ticket # 5262421799677 to ticket # 5262422294299

**Debra Calavano**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Sunday, June 01, 2014 3:52 PM  
**To:** David Freese  
**Subject:** Flight reservation (M2G57U) | 09JUN14 | SMF-SNA | Freese/David

You're all set for your trip!

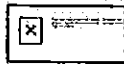


[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

## Ready for takeoff!



 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

### Upcoming Trip: 06/09/14 - Orange County

#### AIR Itinerary

**AIR Confirmation: M2G57U**

Confirmation Date: 06/1/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262419713002	Jun 1, 2015	3083

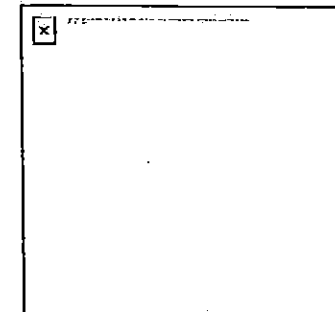
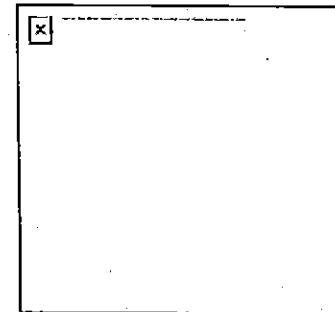
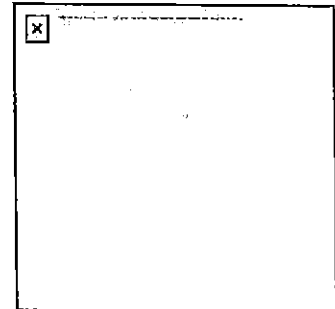
Rapid Rewards points earned are only estimates. Visit your [MySouthwest](#), [Southwest.com](#) or [Rapid Rewards](#) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Jun 9	4283	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins <a href="#">Wanna Get Away</a>
Fri Jun 13	4097	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:55 PM Arrive in SACRAMENTO, CA (SMF) at 4:15 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>

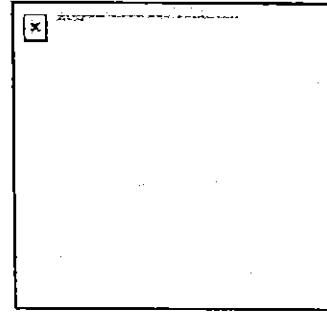
#### What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Remember to be in the gate area on time and ready to board:



- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight; In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure. If you do not plan to travel on the flight, Southwest will cancel your reservation and all funds will be forfeited.




Air Cost: 430.00

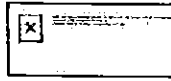
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262419713002: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA183.26HLN7PNR WN SMF196.28YL 379.54 END ZPSMFSNA  
XFSMF4.5SNA4.5 AY5.00\$SMF2.50 SNA2.50

 Learn About Our Boarding Process

 Get EarlyBird Check-In@ Details

### Cost and Payment Summary

AIR - M2G57U

Base Fare	\$ 379.54	Payment Information
Excise Taxes	\$ 28.46	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jun 1, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$430.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 430.00</b>	





Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #M2RB5M

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Tuesday, June 10, 2014 - Friday, June 13, 2014

Air Total: \$416.00

Amount Paid  
 \$416.00

Trip Total  
 \$416.00

**JUN 10**  
**TUE 06/10/14 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 06/10/2014 - 06/13/2014

Confirmation #  
**M2RB5M**

Adult Passenger(s)  
 BRYAN EUBANKS  
 Subscribe to Flight Status Messaging

Rapid Rewards #  
 00000325019756

<b>DEPART</b> JUN 10 <b>TUE</b>	07:40 AM Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #1111 Southwest	Tuesday, June 10, 2014
	09:10 AM Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 30 m (Nonstop) Anytime
<b>RETURN</b> JUN 13 <b>FRI</b>	02:55 PM Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #4097 Southwest	Friday, June 13, 2014
	04:15 PM Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 20 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>Fully refundable</li> <li>Same-Day Changes</li> <li>No Change Fees</li> </ul>	1	\$222.00
Return	SNA-SMF	Wanna Get Away Excursion Value	<ul style="list-style-type: none"> <li>No Change Fees (Applicable fare difference applies)</li> <li>Rapid Rewards</li> <li>Non-refundable - no extra charges apply</li> <li>Non-refundable unless purchased with Points</li> </ul>	1	\$194.00

Enroll in Rapid Rewards and earn at least 2994 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$416.00**  
 Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details

Southwest Airlines - Purchase Confirmation

Checked Items: First and second bags are free, size and weight limits apply

Bag Charge 50.00

Air Total:  
\$416.00

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - ****000000000000-1737	\$416.00

Amount Paid  
\$416.00

Trip Total  
\$416.00

BSM CHEVRON #21  
2335 BRISTOL  
COSTA MESA, CA  
STN 00205967

08/11/14 20:15:09

E/VISA  
XXXXXXXXXX0666

4: 6774224  
221141

2  
240 3 \$ 4.19/G  
240 Self \$ 44.19  
1 \$ 44.19

Learn how to  
EARN REWARDS  
with a Chevron  
or Texaco  
Credit Card  
See application  
for details

THANK YOU  
PLEASE COME AGAIN





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75602  
Date Paid: 10/08/2014

## Payment Authorization

Date: 9/29/2014

Amount: \$ 732.32

Vendor Name: CFFA

Invoice No.: 1596

Invoice Date: 09/29/2014

Project No.: 03213034

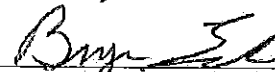
Project Name: West End Facility Electrical Upgrade

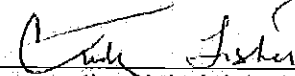
Fair Name: OC Fair & Event Center


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



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

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

Invoice Number: 1596  
Invoice Date: 9/29/2014  
Customer Code: 32nd  
Project: 03213034  
West End Facility Electrical Upgrade

Description	Amount
LOU 13-034 West End Electric Travel Through May 2014	732.32
	<b>\$732.32</b>

*Thank you for your business!*

Questions: [acaslas@cfsa.org](mailto:acaslas@cfsa.org)

Net Invoice: \$732.32  
Sales Tax: 0.00  
Invoice Total: \$732.32

## General Ledger Detail

1/1/11 to Date (1/1/2011 - 5/31/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

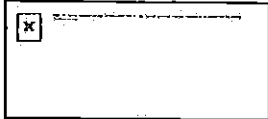
Monday, September 29, 2014 4:43:25PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03213034-A</b>							0.00
<b>Travel-projects, 032, West End Elect</b>							
5/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		732.32		
5/21/2014	West America Bank	Invoice: 05/05 flight	Southwest - Freese	5262412293895			466.00
5/21/2014	West America Bank	Invoice: 05/07 Fuel	Fuel Harbor Fair Station - Costa Mesa D.				44.34
5/21/2014	West America Bank	Invoice: 05/09 hotel	Best Western, Costa Mesa D. Freese				221.98
<b>664-032-03213034-A</b>		Net:	732.32		732.32	0.00	732.32
<hr/>							
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	732.32		732.32	0.00	732.32
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		732.32	0.00	732.32
			Ending:		732.32	0.00	732.32

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 26, 2014 1:52 PM  
**To:** David Freese  
**Subject:** CANCELLED flight reservation (MHCMJY) | OSMAY14 | SMF-SNA | Freese/David

Your reservation has been cancelled.



[My Account](#) | [View My Itinerary Online](#)

Check In Online    Check Flight Status    Change Flight    Special Offers    Hotel Offers    Car Offers

**Your reservation has been cancelled.**

 **AIR Itinerary**

**AIR Confirmation: MHCMJY**

Confirmation Date: 05/8/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join</a>	5262412293895	May 3, 2015	0

Date	Flight	Departure/Arrival
Mon May 5	1993	Depart <b>SACRAMENTO, CA (SMF)</b> at 06:15 AM Arrive in <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at 07:40 AM Travel Time 1 hrs 25 mins
Fri May 9	710	Depart <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at 09:55 AM Arrive in <b>SACRAMENTO, CA (SMF)</b> at 12:00 AM, Next Day Travel Time 14 hrs 5 mins

Air Cost: 466.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

## Cost and Payment Summary

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AIR - MHCMJY

Base Fare	\$ 413.02	<b>Payment Information</b>
Excise Taxes	\$ 30.98	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: May 3, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$466.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 466.00</b>	

---



### Useful Tools

[Check In Online](#)  
[Early Bird Check-In](#)  
[View/Share Itinerary](#)  
[Change Air Reservation](#)  
[Cancel Air Reservation](#)  
[Check Flight Status](#)  
[Flight Status Notification](#)  
[Book a Car](#)  
[Book a Hotel](#)

### Know Before You Go

[In the Airport](#)  
[Baggage Policies](#)  
[Suggested Airport Arrival Times](#)  
[Security Procedures](#)  
[Customers of Size](#)  
[In the Air](#)  
[Purchasing and Refunds](#)

### Special Travel Needs

[Traveling with Children](#)  
[Traveling with Pets](#)  
[Unaccompanied Minors](#)  
[Baby on Board](#)  
[Customers with Disabilities](#)

## Legal Policies & Helpful Information

[Privacy Policy](#)      [Customer Service Commitment](#)      [Contact Us](#)  
[Notice of Incorporated Terms](#)      [FAQs](#)

HARBOR FAIR STATION , L386049436001  
2582 HARBOR BLVD  
COSTA MESA , CA  
92626

05/06/2014 06:10:07 PM 328595957

XXXX XXXX XXXX 0606 Visa  
FREESE/DAVID M  
INVOICE 023876  
AUTH 026090

PUMP# 4  
REGULAR 18.4600  
PRICE/GAL 4.239  
FUEL TOTAL \$ 40.14

-----  
Subtotal = \$ 44.34  
Tax = \$ 6.00

-----  
Total = \$ 44.34

CREDIT \$ 44.34

-----  
APPROVED 026090  
-----

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 05/07/2014 12:28 PM mary  
 Loyalty Club: 6006637310286679 BASE

Room # 307-A

Registered To:

FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 70591  
 Arrival 05/05/14  
 Departure 05/07/14

Room Type K0Z-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/05/14	khaled	RC	ROOM CHARGE			\$99.99
05/05/14	khaled	9	ROOM TAX			\$8.00
05/05/14	khaled	91	CITY DIA			\$3.00
05/06/14	khaled	RC	ROOM CHARGE			\$99.99
05/06/14	khaled	9	ROOM TAX			\$8.00
05/06/14	khaled	91	CITY BIA			\$3.00
05/07/14	mary	VS	PAYMENT VISA/MC		0686 - 915075	\$221.98
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature \_\_\_\_\_



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75602  
Date Paid: 10/08/2014

## Payment Authorization

Date: 9/30/2014 Amount: \$ 40.00

Vendor Name: CFFA

Invoice No.: 1597

Invoice Date: 09/30/2014

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

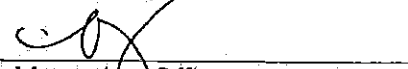
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Invoice

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

Invoice Number: 1597  
Invoice Date: 9/30/2014  
Customer Code: 32nd  
Project: 03213034  
West End Facility Electrical Upgrade

Description	Amount
LOU 13-034 West End Electric Planwell & Bidcaster	40.00
	\$40.00

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$40.00  
Sales Tax: 0.00  
Invoice Total: \$40.00

## General Ledger Detail

Current Period 06 (6/1/2014 - 6/30/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Monday, September 29, 2014 4:53:54PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>668-032-03213034-A Misc Expense-Project, 032, West En</b>							40.00
6/30/2014	Summarized AP Invoices	Invoices	AP-Invoice		40.00		
6/30/2014	American Reprographics Company Bidcaster - May	Invoice: 7581085	West End Electric Upgrade Monthly User F, Planwell and				40.00
<b>668-032-03213034-A</b>		Net:	40.00		40.00	0.00	80.00
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		40.00	40.00		40.00	0.00	80.00
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		40.00	0.00	40.00
			Activity:		40.00	0.00	40.00
			Ending:		6,032.12	0.00	6,032.12



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7581085

INVOICE DATE 06/30/14

WORK ORDER# 060025-14

SOLD TO: Cust# 402624  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402624  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 06/30/14 at 05:14AM

OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
6175	Monthly User fee - PW Bid Management	NT	001	1	1		1	EA	20.0000	20.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
<p>NOTES</p> <p>PLANWELL and BIDCASTER for JUNE</p> <p>IN OBSERVANCE OF INDEPENDENCE DAY, ALL ARC FACILITIES WILL BE CLOSED FRIDAY JULY 4TH.</p>										

*OK To Rec  
 Base  
 7-25-14*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
40.00			40.00		40.00

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1733111



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75682  
Date Paid: 10/29/2014

## Payment Authorization

Date: 10/20/2014 Amount: \$346,892.50

Vendor Name: AWI Builders, Inc.

Invoice No.: 10

Invoice Date: 9/25/2014

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

Bryan E. [Signature]  
Project Manager

Bryan E. [Signature]  
Construction Manager

Cathy Fisher [Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee

**AWI Builders, Inc.**7831 Paramount Blvd.  
Pico Rivera, CA 90660**TRANSMITTAL****No. 200****PROJECT:** Pac. Amphitheatre & Festival Grounds**DATE:** 10/7/2014**TO:** California Fairs Financing Authority  
1776 Tribute Road, Suite 100**REF:** OC FAIR PA # 10 -SEPT  
3 SETS ORIGINAL  
SIGNATURES

Sacramento, CA 95815

**ATTN:** Bryan Eubanks


WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	<b>SENT VIA:</b>	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: PAYMENT APP.	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	9/25/2014	INV	PA # 10		3 Sets of PA # 10, Original Signature and Notarized; includes corresponding Conditional and Unconditional Waivers & Releases.	APP

**Remarks:**

Please, find attached Payment Application # 10-SEPTEMBER, base on approved percentages.

Thanks,

RECEIVED BY: 

DATE: 10.8.14

TIME: \_\_\_\_\_

CC:

Signed: \_\_\_\_\_

Robert Mekikyan

# OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS

APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> California Fairs Financing Authority 88 Fair Drive, Costa Mesa, CA 92626 <b>AWI BUILDERS, INC.</b> 7321 Paramount Blvd., Aliso Viejo, CA 92680	<b>PROJECT:</b> OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II 100 Fair Drive, Costa Mesa, CA 92626 VIA ARCHITECT	<b>APPLICANT:</b> PERIOD: CONTRA: CONTRA: PROJEC: JOB NO:
---	---	--

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application for Payment is drawn below in comparison with the Contract Documents and Schedule of Values in attached

1. ORIGINAL CONTRACT SUM	\$10,348,300.00
2. Net change by Change Order	\$277,000.00
3. CONTRACT SUM TO DATE	\$10,625,300.00
4. TOTAL COMPLETED & STORED TO DATE (Line 3 + 5 + 6 + 7)	\$7,711,079.50
5. RETAINAGE	
a. Retainage on Work Completed	\$85,553.98
b. Retainage on Work Stored	0
c. Retainage on Work Stored	0
Total Retainage (Line 5a + 5b + 5c)	\$85,553.98
6. TOTAL EARNED LESS RETAINAGE	\$7,325,525.53
(Line 6 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$6,979,633.03
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$346,892.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$3,299,774.47
(Line 9 less Line 8)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 70,170.00	(13,147.00)
Total approved this month	\$ 214,278.00	
<b>TOTALS</b>	<b>\$ 284,448.00</b>	<b>\$ (13,147.00)</b>
<b>NET CHANGES by Change Order</b>	<b>\$277,000.00</b>	

The undersigned Contractor certifies that the amounts have been received from:

**Contractor:**

**By:**

**ARCHITECT'S CERT:**  
 I hereby certify that the Contractor's Application for Payment is in accordance with the Contract Documents and Schedule of Values in attached.

**AMOUNT CERTIFIED:**  
 \$346,892.50

**ARCHITECT:**  
 By:

**INSPECTOR:**  
 By:

OC FAIR PACIFIC AMPHITHEATRE PHASE II

Schedule of Values

		B	C		D	
		DESCRIPTION	Contract		FROM PREVIOUS APPLICATION (D + E)	TR
		DIVISION 01 - MOBILIZATION		\$ 794,000.00		
01000-	0	Mobilization	\$ 25,000.00		\$ 25,000.00	
01000-	1	Project superintendent 330 days	\$ 259,000.00		\$ 194,250.00	
01000-	2	Temp Fencing	\$ 45,000.00		\$ 33,750.00	
01000-	3	Temp toilet	\$ 15,000.00		\$ 11,250.00	
01000-	4	AWI Office trailer	\$ 15,000.00		\$ 11,250.00	
01000-	5	Storage bin	\$ 10,000.00		\$ 8,000.00	
01000-	6	Install temp power	\$ 25,000.00		\$ 20,000.00	
01000-	7	Trash Bin	\$ 40,000.00		\$ 32,000.00	
01000-	8	CPM schedule	\$ 25,000.00		\$ 25,000.00	
01000-	9	Bid bond	\$ 140,000.00		\$ 140,000.00	
01000-	10	Liability insurance	\$ 50,000.00		\$ 40,000.00	
01000-	11	Field Supply	\$ 20,000.00		\$ 16,000.00	
01000-	12	Office Supply's	\$ 15,000.00		\$ 12,000.00	
01000-	13	small tools and Supply	\$ 15,000.00		\$ 12,000.00	
01000-	14	Janitorial services	\$ 15,000.00		\$ 12,000.00	
01000-	15	Trash Bin	\$ 20,000.00		\$ 16,000.00	
01000-	16	Survey	\$ 60,000.00		\$ 45,000.00	
01000-	17	SWPPP	\$ 10,000.00		\$ 10,000.00	
02000		DIVISION 02 -		\$ 175,000.00		
02070		Building selective Demolition	\$ 150,000.00		\$ 150,000.00	
02081		Asbestos Check and Contain	\$ 25,000.00		\$ 25,000.00	
		DIVISION 03 - CONCRETE		\$ 1,570,000.00		
031000		Form Work	\$ 100,000.00		\$ 90,000.00	
032000		Concrete reinforcement	\$ 180,000.00		\$ 162,000.00	
032001	A	Pile	\$ 150,000.00		\$ 150,000.00	
033000		Cast in place concrete	\$ 470,000.00		\$ 376,000.00	
033001	A	Specialty Finish plaza concrete	\$ 350,000.00		\$	
033500	B	Architectural Concrete	\$ 200,000.00		\$ 150,000.00	
033713	A	Shotcrete	\$ 120,000.00		\$ 120,000.00	
04000		DIVISION 04 - MASONRY		\$ 506,000.00		
042000		Unit Masoury	\$ 300,000.00		\$ 285,000.00	
042011		Masoury Rebar	\$ 66,000.00		\$ 56,000.00	
042011	1	Retaining wall	\$ 150,000.00		\$ 150,000.00	
		DIVISION 05 - STEEL		\$ 1,093,000.00		
05120		Structural Steel material	\$ 340,000.00		\$ 340,000.00	
05120	A	Fabrication	\$ 80,000.00		\$ 80,000.00	
05120	B	Installation	\$ 180,000.00		\$ 180,000.00	
57273		Architectural Exposed Steel	\$ 50,000.00		\$ 37,500.00	

053000	A	Metal Deck fabrication and material	\$ 30,000.00		\$ 30,000.00
053000	B	Metal Deck installation	\$ 12,000.00		\$ 12,000.00
054000		Cold Formed Stud Metal Framing	\$ 366,000.00		\$ 329,400.00
057100		Ornamental Formed Metal	\$ 25,000.00		\$ 1,250.00
057132		Column covers	\$ 10,000.00		\$ -
06000		<b>DIVISION 06 - WOOD AND PLASTIC</b>		\$ 74,300.00	
061600		Finish Carpentry	\$ 34,000.00		\$ -
064023		Custom Cabinets	\$ 13,300.00		\$ -
068200		Fiber Reinforced Plastic Panels	\$ 27,000.00		\$ -
07000		<b>DIVISION 07 - THERMAL/MOISTURE PROTECTION</b>		\$ 307,500.00	
071416		Cold-Fluid Applied Waterproofing	\$ 37,000.00		\$ 37,000.00
071910		Concrete Floor Sealer	\$ 5,000.00		\$ 1,500.00
072100		Building Insulation	\$ 41,000.00		\$ 16,400.00
074213		Metal Wall Panels	\$ 50,000.00		\$ -
074213	1	Installation	\$ 40,000.00		\$ -
075423		Thermoplastic Polyolefin TPO Roofing material	\$ 60,000.00		\$ 36,000.00
075423	1	Installation	\$ 47,000.00		\$ 28,200.00
076200		Sheet Metal	\$ 20,000.00		\$ 5,000.00
077200		Roof Accessories	\$ 7,500.00		\$ 3,750.00
08000		<b>DIVISION 08 - DOORS</b>		\$ 574,500.00	
081113		Steel Doors and Frames	\$ 24,000.00		\$ 9,600.00
081113	1	Access Doors and Frames	\$ 4,000.00		\$ -
083323		Overhead Coaling Doors	\$ 13,000.00		\$ -
084113		Aluminum Framed Entrances and Storefronts	\$ 320,000.00		\$ 272,000.00
084233		Revolving Door Entrances	\$ 50,000.00		\$ 35,000.00
084413		Glozing Curtain Wall	\$ 61,000.00		\$ 51,850.00
085113		Aluminum Windows	\$ 35,000.00		\$ 3,500.00
085619		Aluminum pass True Windows	\$ 10,000.00		\$ 500.00
086300		Metal Framed Skylights	\$ 50,000.00		\$ 25,000.00
087100		Door Hardware	\$ 7,500.00		\$ -
09000		<b>DIVISION 09 - FINISHES</b>		\$ 447,900.00	
092110		Gypsum Board Shell wall Assemblies	\$ 143,500.00		\$ 64,575.00
092400		Portland Cement Plaster	\$ 95,000.00		\$ 42,750.00
092900		Gypsum Board Dens Glass	\$ 2,400.00		\$ 1,200.00
093000		Ceramic Tile	\$ 12,000.00		\$ -
095113		Acoustical Ceiling	\$ 40,000.00		\$ -
098319		Acoustical Wall Panels	\$ 70,000.00		\$ 52,500.00
09900		Painting	\$ 85,000.00		\$ 29,750.00
10000		<b>DIVISION 10 - SPECIALTIES</b>		\$ 54,000.00	
101400		Signage	\$ 25,000.00		\$ -
102113		Toilet Components	\$ 2,000.00		\$ -
102000		Toilet And Bath Accessories	\$ 12,000.00		\$ -
107313		Awnings	\$ 15,000.00		\$ 11,250.00
11000		<b>DIVISION 11 - EQUIPMENT</b>		\$ 80,000.00	



220500	Pumbing Fall	\$ 200,000.00	\$ 180,000.00	
220500	Pumbing fixtures	\$ 130,000.00	\$ 19,500.00	
220500	Pumbing fixtures installation	\$ 120,000.00		
23000	DIVISION 23 - HVAC		\$ 650,000.00	
230000	HVAC Unit at pphg	\$ 140,000.00		
230000	HVAC Equipment	\$ 140,000.00		
230000	HVAC Installation	\$ 140,000.00		
230000	HVAC Fan	\$ 40,000.00		
26000	DIVISION 26 - ELECTRICAL		\$ 1,129,750.00	
260000	Electrical rath	\$ 300,000.00		
260000	Electrical equipment and material	\$ 300,000.00		
260000	Electrical system installed	\$ 100,000.00		
260000	Lighting	\$ 70,750.00		
260000	Installation	\$ 20,000.00		
260000	Underground	\$ 100,000.00		
28000	DIVISION 28 - ELECTRICAL		\$ 20,000.00	
28011	Digital Addressable Fire Alarm	\$ 20,000.00		
31000	DIVISION 31		\$ 1,270,350.00	
312000	Earthwork	\$ 268,000.00		
312000	Shoring	\$ 122,000.00		
312513	Frostion Control	\$ 30,350.00		
329100	Irrigation and planting	\$ 250,000.00		
32000	DIVISION 32		\$ 665,000.00	
32100	Paving	\$ 30,000.00		
323100	Fence and Gates	\$ 160,000.00		
323119	Chain link Fence and Gate	\$ 85,000.00		
329100	Irrigation and grade prep, decorative	\$ 250,000.00		
33000	DIVISION 33 - UTILITIES		\$ 402,000.00	
334100	Storm Drain	\$ 322,000.00		
334100	Subsurface Drainage	\$ 75,000.00		
334100	Storm Drain	\$ 227,000.00		
334100	Storm Drain	\$ 11,750.00		
334100	Storm Drain	\$ 294,300.00		
334100	Storm Drain	\$ 67,500.00		
33000	TOTAL INITIAL CONTRACT	\$ 10,348,300.00	\$ 7,283,207.50	\$ 239,07
CO # 1	Saw Cut, Remove and Replace 4,500 SF Ex. Concrete	\$ 79,170.00		
CO # 2	Electrical Boxes - Change to buy - Credit (22)	\$ (13,148.00)		
CO # 3	Concrete, Electrical Changes per DSA (03.01 & 07)	\$ 62,718.00		
CO # 4	Design Changes to Check Boxes (26)	\$ 57,855.00		
CO # 5	Per Owner's Email 10.29.14 Total CO = \$277,000.00	\$ 88,198.00		
	TOTAL CHANGE ORDERS:	\$ 277,000.00	\$ 62,722.00	\$ 126.00
	GRAND TOTAL:	\$ 10,625,300.00	\$ 7,345,929.50	\$ 365.44

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

(CA CIVIL CODE §8132)

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

Identifying Information:

Name of Claimant: AWI BUILDERS, INC.  
Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY  
Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II  
100 Fair Drive, Costa Mesa CA 92626  
Owner: CALIFORNIA FAIRS FINANCING AUTHORITY  
88 Fair Drive, Costa Mesa CA 92626  
Through Date: 9/25/2014

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: \$ 346,892.60  
Check Payable to: AWI BUILDERS, INC.

Exceptions

This document does not affect any of the following:

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

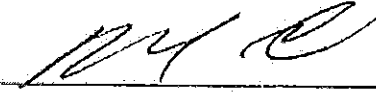
Date(s) of waiver and release: \_\_\_\_\_

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

(4) Contract rights, including:

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

SIGNATURE

Claimant's Signature:   
Claimant's Title: Vice President  
Date of Signature: 10/6/2014

**AWI BUILDERS, INC.**  
**OC FAIR Pacific Amphitheatre & Festival Grounds Phase II**

**UNCONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT**

(CA CIVIL CODE §8134)

**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: AWI BUILDERS, INC

Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY

Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II  
100 Fair Drive, Costa Mesa CA 92626

Owner: CALIFORNIA FAIRS FINANCING AUTHORITY  
88 Fair Drive, Costa Mesa CA 92626

Through Date: 6/25/2014

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:

Amount of Check: \$ 855,470.25

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: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75699  
Date Paid: 10/29/2014

## Payment Authorization

Date: 10/15/2014

Amount: \$3,017.71

Vendor Name: Make Architecture

Invoice No.: 25

Invoice Date: 7/30/2014

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

Ben El  
Project Manager

Ben El  
Construction Manager

Chad Justice  
Accounting Administrator

[Signature]  
Managing Officer or Designee

# Contractors Certification for Payment

sent email to  
contractor  
C

California Fair Financing Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
(916) 263-6100  
Fax (916) 263-6116

(No. 25 )

To: MAKE Architecture  
2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027  
(323) 669-0278

CFFA Project: Pacific Amphitheatre Renov.  
Project Location: Costa Mesa, CA  
CFFA Project No.: 03211031  
Reporting Period: 6/1/2014 to 7/30/2014

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

Three Thousand Seventeen Dollars and Seventy One Cents (\$ 3,017.71)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$	<u>273,616.50</u>
Net Change by Change Orders <i>(includes numbers 1, 2, 3, 4, 5, 6)</i>	\$	<u>250,990.00</u>
Contract Sum to Date	\$	<u>524,606.50</u>
Total Completed and Stored to Date	\$	<u>499,251.53</u>
Retention (10%)	\$	<u>49,925.16</u>
Total Earned less Retention	\$	<u>449,326.37</u>
Total Reimbursable Expenses To Date	\$	<u>18,246.03</u>
Subtotal	\$	<u>467,572.40</u>
Less Previous Payments	\$	<u>464,554.69</u>
<b>CURRENT PAYMENT DUE</b>	\$	<u><b>3,017.71</b></u>

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature

William Beuter  
William Beuter, CEO

Date 10/02/2014

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

## Application for Payment

June/ July 2014

Contractor Name		Project Name & Location		CFFA Project No.	CFFA Contract No.	Reporting Period	
MAKE Architecture		Pacific Amphitheatre Renovation		3 CF 03214031		25 of	
Item #	Description of Work	Original Contract Sum	Retained Previous	Previous Payments		Current Billings	
				Qty % Completed	Amount	Qty % Completed	Amount
1	Architectural Services – Design Team	\$206,511.00	\$20,469.84	99.1%	\$184,228.62	0.9%	\$1,812.55
2	Geo Survey Equip	\$29,430.00	\$2,943.00	100%	\$26,487.00	-	0
3	Acoustical Consulting	\$13,280.00	\$1,135.40	85.5%	\$10,218.60	-	0
4	Fountain Consulting	\$972.50	\$97.25	9.6%	\$875.25	-	0
5	Reimbursable Expenses (Estimated)	\$23,423.00	\$0	76.6%	\$17,939.17	1.3%	\$306.86
6	ASL 1- Concurrent Berm Phase 1 Preliminary Design	\$37,740.00	\$3,774.00	100%	\$33,966.00	-	0
7	ASL 2- Additional Geotechnical Testing	\$6,840.00	\$694.00	100%	\$6,246.00	-	0
8	ASL 3- Concurrent Berm Reconfig and Plaza	\$121,735.00	\$12,088.19	99.3%	\$108,793.67	0.7%	\$847.15
9	ASL4- Restroom Buildings	\$64,675.00	\$6,438.17	99.5%	\$57,943.48	0.5%	\$293.36
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,374.10	99.6%	\$12,366.90	0.4%	\$59.00
11	ASL6- Design Build Berm Planting Revisions	\$3,102.00	\$619.00	100%	\$5,490.00	-	0
<b>TOTALS</b>		<b>\$524,606.50</b>	<b>\$49,623.95</b>	<b>96.7%</b>	<b>\$464,554.69</b>	<b>0.6%</b>	<b>\$3,318.92</b>

**Approvals and Certifications**

Contractor	Date
Contractor	
Inspector	
Project Mgr	
Operations Mgr	
Controller	
Executive Director	

**Retention Payment**

- Certified Payroll
- Change Order Signed
- Lien Release Signed
- NOC File Date: \_\_\_\_\_
- Verified By: \_\_\_\_\_

Total Current Billings	\$3,012.06
Retention (10 %)	\$301.21
Reimbursable Expenses	\$306.86
<b>AMOUNT DUE</b>	<b>\$3,017.11</b>



2138 HYPERION AVE, STUDIO A  
LOS ANGELES, CA 90027  
P: 323.669.0278  
WWW.MAKEARCH.COM

**Invoice**  
**12010-25**

Date 9/18/2014

Invoice Period
06/01/14-07/30/14

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

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
CA	Construction Administration	9.3%		1,812.55	100%	1,812.55
	SUBTOTAL					1,812.55
add. service	additional services-ASL3	0.7%		847.15	100%	847.15
add. service	additional services-ASL4	0.45%		293.36	100%	293.36
add. service	additional services-ASL5	0.43%		59.00	100%	59.00
	SUBTOTAL					1,199.51
REIMBURSABLE						
mileage	4 trips to project site		384	0.56		215.04
prints	8.5x11 black&white		61	0.49		29.89
prints	8.5x11 color		2	0.98		1.96
prints	30x42 black&white		1	7.00		7.00
Delivery				25.07		25.07
	SUBTOTAL					278.96
Reimb. Mark-up			278.96	0.10		27.90
<b>Invoice Total</b>						<b>\$3,318.92</b>

*OK To Pay  
BE 10-15-14*

Architecture

Interiors

Furniture

2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027

t: 323.669.0278  
f: 323.669.0282  
admin@makearch.com





PAC AMP 22

DATE	1/22/00	2/11/00	3/2/00	4/12/00	5/12/00	6/17/00	7/14/00	8/15/00	9/16/00	10/16/00	11/16/00	12/16/00
9/27	16											
9/28	15											
9/30	5											
10/2	85											
4/3	4											
4/5	6											
4/9	39											
4/10	2											
4/11												
<hr/>												
6/12	24											
9/10	100											
4/17	2											
4/18	13											
4/23	3											
10/4	3											
1/3	7											
1/9	3											
2/14	20											
2/18	5											

EDWARD M. GALT

# Invoice

**SENSIS** Sensis  
 811 Wilshire Blvd, Suite 2050  
 Los Angeles, CA 90017

DATE	INVOICE #
11/6/2014	7870

P 213.341.0171 x721      accounting@sensisagency.com  
 F 213.861.7436          www.sensisagency.com

<b>BILL TO</b>
OC Fair & Event Center Attn: Accounts Payable 88 Fair Drive Costa Mesa, CA 92626

PROJECT	Job No.	P.O. NO.	TERMS	DUE DATE
OCF1406 - Radio Pr...	OCF1406		Net 30	12/6/2014
DESCRIPTION		Total Budget	Prior Billed	Total
OC Fair 2014 Radio Production  October 2014 Radio Production: Reviewing jingle production companies, deliverables and radio pre-production efforts				1,930.00
Please Remit Payment to Sensis, Inc. Tax ID 20-2484749			<b>Total</b>	<b>\$1,930.00</b>

**2014 Radio Production - October 2014**

<b>Role</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>
Associate Creative Director	Javier San Miguel	\$130.00	1.00	\$130.00
Sr. Account Executive/Producer	Elena Meazzo	\$120.00	15.00	\$1,800.00
<b>Total Hours</b>			<b>16</b>	<b>\$1,930.00</b>



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** November 14, 2014

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, 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 Board (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, Director La Belle)
- 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. OCC/OCFEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9B

**SUBJECT:** Creation of and Appointment of Board Members to OCFEC  
Tenant Liaison Committee

**DATE:** November 14, 2014

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, Board Chair

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### **RECOMMENDATION**

Staff recommends creation and appointment of Board members to a Tenant Liaison Committee.

### **BACKGROUND**

Periodically the OCFEC Executive Management Team encounters compliance related issues with existing short and long term tenants on the fairgrounds. The Executive Management Team will be greatly assisted by the appointment of a Tenant Liaison Committee comprised of two Board members to provide support and input regarding issues related to tenants and other business relationship matters. The committee will be a sounding board for the Executive Management Team, helping them develop strategies to assist with specific issues. The committee will meet only as needed.



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9C

**SUBJECT:** Orange Coast College/OCFEC Parking Structure Update

**DATE:** November 14, 2014

**FROM:** Doug Lofstrom, OCFEC CEO

**PRESENTATION BY:** Doug Lofstrom, OCFEC CEO

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

- i. Orange Coast College is currently in the midst of the CEQA process and anticipates completing the review by Spring 2015. Additional studies have been scheduled for the parking structure including a traffic study relating to the joint use of the parking structure by both Orange Coast College and OCFEC, and a cost analysis for the addition of a pedestrian bridge over Fairview connecting the parking structure and Orange Coast College campus. Orange Coast College is also reviewing all their proposed campus projects in order to prioritize them.
- ii. Sarah Babovic, presentation coordinator for the College Park residents, requested the presentation be moved to the December 18 Board meeting since a key person responsible for the presentation is not available for the November presentation.



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9D

**SUBJECT:** 2015 OC Fair Theme Logo Announcement

**DATE:** November 14, 2014

**FROM:** Michele Richards, OCFEC Chief Business Development Officer

**PRESENTATION BY:** Michele Richards, OCFEC Chief Business Development Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

Staff will present the 2014 OC Fair Theme Logo artwork.



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9E

**SUBJECT:** Discussion of OCFEC Smoking Policy Research

**DATE:** November 14, 2014

**FROM:** Michele Richards, OCFEC Chief Business Development Officer

**PRESENTATION BY:** Michele Richards, OCFEC Chief Business Development Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

At the March, 2014 Board meeting, staff was directed by the Board to develop a plan for researching a property-wide smoking policy at the OC Fair & Event Center. That research plan was presented and approved by the Board at the April, 2014 meeting.

During the time before, during and after the 2014 OC Fair, staff gathered information from a variety of sources and stakeholders including:

- Fair guests
- Other fairs, festivals, outdoor events, theme parks, convention centers, and indoor events
- Event producers at the OC Fair & Event Center
- OC Fair & Event Center property partners

Research participants were asked about their preferences regarding smoking on the property, and where applicable, what the impact of either a smoking ban or designated smoking areas would have on their businesses.

Staff will present the results of this comprehensive research study.





# **OC Fair & Event Center Smoking Policy Research Study**

**Presented by Staff to the  
OCFEC Board of Directors  
November 20, 2014**



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## **Smoking Research Study Process**

At the March, 2014 Board meeting, staff was directed by the Board to develop a plan for researching a property-wide smoking policy at the OC Fair & Event Center. That research plan was presented and approved by the Board at the April, 2014 meeting as follows:

- Include questions in the 2014 OC Fair Patron Intercept Survey to assess customer preference regarding smoking on the property during the annual OC Fair and year-round events.
- Benchmark practices at other Fairs, Festivals and Outdoor Events to evaluate their policies and the impact on business and customers.
- Benchmark practices at Theme Parks, Convention Centers and other indoor event facilities to evaluate their policies and the impact on business and customers.
- Contact OC Fair stakeholders and OCFEC Event Producers to gather their input and comments.
- Research ways to collect input from the public and community.
- Monitor the comments Guest Services receives from fair attendees during the 2014 OC Fair, and research documented comments from prior years regarding smoking on the property.
- Assess the impact of a no smoking policy on year-round event promoters, including the Orange County Market Place.
- Study the correlation of a property-wide smoking policy on the sales of tobacco and other smoking devices on the property both during the annual OC Fair and year-round events.



## Current Smoking Policy for OC FEC

Following is the current policy in place for the OC Fair & Event Center. It applies to both year-round events and the annual OC Fair.

- *By State Law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, and OC Promenade area.*
- *In addition by Association policy, smoking is also prohibited in Centennial Farm, Kidland carnival area, Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas.*
- *This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.*



**RED AREA INDICATES NO SMOKING OR VAPING ALLOWED**



OC Fair & Event Center  
88 Fair Drive, Costa Mesa, Ca 92626  
www.ocfair.com

### Facility Map





## Results of 2014 OC Fair Patron Survey

Event Survey Group was contracted by the OC Fair & Event Center to conduct an onsite patron survey. The study used an intercept approach executed by eight bilingual (English/Spanish) survey attendants, and one onsite supervisor.

Various steps were followed to establish a random sample, including conducting the survey over a ten day period, during Fair hours of operation from Wednesday, July 16, 2014 through Sunday, July 27, 2014. The interviewers worked in teams of three. The teams were assigned to the Yellow Gate area, Blue Gate area, and randomly throughout the Fair. To avoid selection bias, the interviewers approached every 3<sup>rd</sup> visitor.

Survey participants were asked, “Are you in favor of making the OC Fair a no smoking venue?” Seventy-three percent of the study participants voted in favor of making the OC Fair a “no smoking venue.” There is interest in a new policy that restricts smoking. The written comments indicate a preference for designated smoking areas instead of an outright ban. Regardless of the exact policy, there is wide appeal among survey participants to separate smokers from children.

The onsite interviewers captured comments or large themes expressed by respondents during the intercept. 2.8% of the comments were related to smoking/no smoking. Those comments are as follows:

1. *A smoking area is needed somewhere where the secondhand smoke can't blow into children's areas or animal pens.*
2. *Add a designated area for smoking.*
3. *Designated area for smokers.*
4. *Designated smoking areas.*
5. *Designated smoking areas are okay.*
6. *Designated smoking areas ok.*
7. *Designated smoking areas.*
8. *Designated smoking sections.*
9. *There must be some sections for smoking. I feel like a criminal when I smoke because there are children.*
10. *Very opposed to making it non-smoking. Maybe designated smoking areas.*
11. *Do not allow smoking inside the fair.*
12. *Make it non-smoking.*
13. *No smoking during fair hours.*

Additional patron input was gathered through written comments/complaints made by patrons to our Guest Services staff. Three complaints were received regarding smoking – one from a Fair patron, and the other two from Pacific Amphitheatre concertgoers.

In addition, participants in the October 22, 2104 Community Focus Group provided feedback that very closely aligned with the above results.



## Practices at other Fairs, Festivals, Outdoor Events, Theme Parks, Convention Centers and Other Indoor Events

Staff surveyed several other entertainment properties and separated them into three categories: 1) Amusement Parks/Attractions, 2) Fairs/Festivals, and 3) Stadiums/Convention Centers. Smoking policies and practices were reviewed from each property with regard to:

- Type of Property (Indoor/Outdoor)
- Policy Provisions (Smoking Allowed/Smoking Ban/Designated Smoking Areas)
- Inclusion of Vaping in Policy

Venue Name	Type (Indoor/Outdoor)		Smoking Prohibited	Designated Areas	Smoking Allowed	No Vaping Included in Policy	Comments
In	Out						
<b>Amusement Parks/Attractions</b>							
Disneyland Resort		x		x			3 designated areas
Knott's Berry Farm		x		x			4 designated areas
Six Flags		x		x		x	8 designated areas
Legoland		x	x			x	
Queen Mary	x		x				
Aquarium of the Pacific	x	x	x				
<b>Fairs/Festivals</b>							
Alameda County Fair	x	x		x		x	7 designated areas
California State Fair - Sac	x	x		x			6 designated areas
Los Angeles County Fair	x	x		x		x	designated areas
San Diego County Fair	x	x	x			x	
Antelope Valley Fair	x	x			x		smoking not allowed in 3 areas
Ventura County Fair	x	x		x			5 designated areas
LA Street Food Festival		x			x		
Orange Intl Street Fair		x			x		
Taste of Huntington Beach		x			x		
<b>Stadiums/Convention Centers</b>							
Anaheim Convention Center	x		x				
Honda Center	x		x			x	
Anaheim Stadium	x	x		x		x	only on ramps and in Plaza
Verizon Amphitheatre		x		x		x	only in the Plaza area



## Feedback from OCFEC Event Producers

Staff surveyed eight large year-round events to understand what, if any, smoking products/devices were sold at each event. Promoters were also asked their thoughts on what impact they felt a smoking ban would have on their events, and what impact designated smoking areas would have.

Promoter	Products Sold	Impact of No Smoking	Impact of Designated Areas	Comments
Musink	E-cigarettes	Negative	Neutral	Prefers designated areas, rather than ban.
Tet Festival	None	Positive	Neutral	No smoking event; feels promoter should decide.
Sand Sports Super Show	None	Neutral	Neutral	Prefers designated areas, rather than ban.
Gun Show	None	Negative	Neutral	Prefers designated areas, rather than ban.
Pet Expo	None	Negative	Neutral	Prefers designated areas, rather than ban.
OC Marathon	None	Positive	Neutral	Prefers a smoking ban.
Cruisin' for a Cure	None	Negative	Negative	Prefers to remain a smoking property.
626 Night Market	E-cigarettes	Neutral	Neutral	Would have minimal impact on event.

Specific comments regarding the issue from Event Promoters are as follows:

- *A smoking ban would have a negative effect. A lot of patrons and vendors smoke. Plus we would lose money on sponsorship and vendor sales. I don't think designated smoking areas would be a problem. (Sean Akhavan, Musink)*
- *We pride ourselves with having a smoke-free space for our guests to enjoy. Having a smoking zone would cause discomfort to our guests. If OCFEC decides to allow designated smoking zones, would that be enforced/overrule the hosting organization's decision to have a smoke free facility for their event? (Nina Tran, Tet Festival)*
- *I do not believe a smoking ban would affect our event in a negative way at all. With that said, I'm would not be opposed to adding designated smoking areas as long as it does not affect our current layouts. The harder part will be the policing of this policy. I do not want any part of the policing of the public. (Don Murphy, Sand Sports Super Show)*



- *A smoking ban would very likely have an adverse impact on attendance at a time when we are struggling to maintain our crowds. Designated smoking areas would be much more accommodative to the diverse crowds that are attracted to OCFEC shows in general and Crossroads shows in particular than a total ban would be. (Robert Templeton, Crossroads of the West Gun Show)*
- *I believe we could lose some exhibitors and/or attendees if no smoking were allowed, especially in light of all the outdoor area we use. Designated smoking areas would be a good solution as long as locations were away from the buildings and food areas, and in our case any animal displays and the doggy relief areas. (Doug Poindexter, America's Pet Expo)*
- *As a promoter of an event focused entirely on health, I would much prefer a no smoking ban than to have designated areas for smoking. (Gary Kutscher, OC Marathon)*
- *I believe the only places people are not allowed to smoke should be the buildings, Baja Blues and restrooms. This is an OPEN place, just like the beaches. You cannot say people are banned from smoking. You would never have any events there if you did that. (Debbie Baker, Cruisin' for a Cure)*
- *We sell vapes and e-cigarettes at our event. There would be minimal impact on our business if there were a smoking ban or designated smoking areas. (Jonny Hwang, 626 Market)*





## Feedback from OCFEC Property Partners

The OC Fair & Event Center enjoys relationships with several key partners including the Orange County Market Place (weekend outdoor shopping tenant), Equestrian Services II (Equestrian Center management company), Ovations (master concessionaire), and Ray Cammack Shows (carnival provider for annual OC Fair). All were asked for their input regarding this study.

In addition, staff interviewed the two merchants who currently sell smoking products during the annual OC Fair – Bob Jackson of Jackson Enterprises and Mike Robbins of Paradise Cigars.

These partners were also asked their thoughts on what impact they felt a smoking ban would have on their business, and what impact designated smoking areas would have.

Partner	Products Sold	Impact of No Smoking	Impact of Designated Areas	Comments
*OC Market Place	Cigars, e-cigs, pipes, lighters	Negative	Negative	"We are concerned that if smoking is prohibited on our leased premises that it would negatively affect our business, even if smoking is limited to designated smoking areas."
Equestrian Center	None	Neutral	Positive	"A few boarders and employees smoke, but a no-smoking policy would not have a big impact. Would prefer no smoking areas."
Ovations	None	Neutral	Neutral	"Neither a smoking ban, nor designated smoking areas would have an impact on business."
RCS -Carnival	None	Negative	Neutral	"Positive impact to our business given the family friendly atmosphere of the RCS carnival midway. As a partner of the OCFEC , RCS would support all efforts regarding a property wide smoking policy."
**Paradise Cigars	Cigars, e-cigs, pipes, lighters	Negative	Neutral	"A ban would decimate my business; designated smoking areas would cut my cigar business in half."
***Bob Jackson Enterprises	None	Positive	Neutral	"Most smokers are very polite, but some smokers won't come to the fair is there is a ban. Designated areas would likely not have an effect on my business."



\* Staff received written communication from the Orange County Market Place related to the merchants who sell at their weekly outdoor swap meet. They indicated that they currently have long time monthly sellers and various other sellers that periodically sell various smoking products such as pipes, cleaning supplies, cigars, e-cigarettes, etc. at the Market Place.

They are concerned that if smoking is prohibited on their leased premises, it would negatively affect their business. They wrote, "We certainly do not promote smoking as it is not allowed in any of our fixed buildings such as our snack bars and bathrooms. In fact, much more than a decade ago, we stopped having any cigarette vending machines at the Market Place. We believe in peoples' freedom of choice even if smoking is unhealthy and since we are an outdoor shopping attraction, we are one of the few places where smokers can smoke. Fortunately, those of our patrons who do smoke are usually walking around the Market Place which avoids more concentrated smoke in certain areas. We are also concerned about a negative effect on our business even if smoking is limited to designated smoking areas. We are concerned that the concentrated smoke from designated smoking areas would have a negative effect on adjacent sellers. Also, would the mobility of smoking patrons be adversely affected as they would prefer to stay close to the designated smoking areas? If so, in addition, this effect on pedestrian traffic would affect the businesses of other sellers not adjacent to the designated smoking areas.

\*\*Staff met in person with Mike Robbins from Paradise Cigars. Mike has been a merchant at the annual OC Fair for many years, selling cigars, e-cigarettes, pipes, lighters and other smoking products. He believes any change in the current smoking policy at OCFEC would have a devastating effect on his business as an OC Fair merchant. Mike said, "A ban would decimate my business. Having designated smoking areas would cut my cigar business in half."

\*\*\*Bob Jackson of Jackson Enterprises was interviewed over the phone by staff. Bob sells a small amount of cigarettes during the annual OC Fair. Sales volume and revenue has steadily decreased over the last few years, and Bob explained that his concession stand offers cigarettes for sale as a convenience to some customers and employees. While he doesn't believe a change in the OCFEC smoking policy would have an adverse effect on his business, he is concerned that banning smoking could be the start of eliminating other freedoms such as alcohol consumption at the OC Fair.



## Issues for Board of Directors to Consider

1. Is there a need to change the current policy?
  - a. After reviewing the restrictions in the current policy, does the Board of Directors believe any changes are needed?
  - b. After evaluating customer and partner input, does the Board of Directors feel the current policy is sufficient, or changes are needed?
2. If so, should there be a smoking ban on the property, or designated smoking areas?
  - a. After reviewing feedback from all stakeholders interviewed in the research study, does the Board of Directors feel a full smoking ban is appropriate, or is there a preference for designated smoking areas?
3. Should any possible changes to the current policy apply to year-round events, or just during fairtime?
  - a. Both fairtime and year-round partners were interviewed for the research study. Should any changes the Board of Directors make apply just during the annual OC Fair, or year-round?
  - b. If any policy changes apply year-round, should an event promoter be allowed to pose stricter limits during his/her event?
4. Should the policy address the sale of smoking products, or just the use?
  - a. Should any policy changes address not only the use of smoking products, but the sale of smoking products and devices on the property?



## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9F

**SUBJECT:** Discussion of Remote Controlled Devices Policy

**DATE:** November 14, 2014

**FROM:** Sharon Augenstein, OCFEC CFO

**PRESENTATION BY:** Sharon Augenstein, OCFEC CFO

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

This item is being presented to the Board as an information item for consideration as to the need for a policy for OCFEC.

The issue of flying drones and other remote controlled devices has become common in the news, as evidenced by the attached three example articles, "The flying of unauthorized drones at stadiums prompts safety concerns" (msn.com), "Drones a growing concern at sports venues after device sparks Belgrade soccer fighting" (foxnews.com) and "Experts' terror and privacy fears over remote-control drones" (gazetteandherald.co.uk). Additionally, it has become a hot topic among security trade groups, one of which staff meets with twice a year to discuss security trends and share ideas on how to improve security measures. It is a group that consists of security managers from major entertainment venues in Southern California, including Universal Studios, SD Wild Animal Park, Disneyland, Knott's Berry Farm, Magic Mountain, LA Zoo, SD Fair, LA Angels, SD Padres, etc. All share concern over the increasing trend of drone and radio controlled device use and are not supportive of allowing them on their properties without authorization.

Staff has noticed an increasing presence of drones on OCFEC property over the past year. During the TET Festival, a drone or unmanned remote-controlled aircraft flew over the event without authorization. The drone was being used to make video recordings of the firecracker ceremony. Unfortunately the pilot lost control and the drone fell and hit a child. Fortunately, the toddler was not severely injured but did require a visit to the hospital for further examination due to the multiple abrasions on

her face caused by the drone. This was OCFEC's first encounter with public drone usage on property during an event and it resulted in an injury.

After the 2014 OC Fair, staff has also noted an increase in requests to utilize drones as well as unauthorized drone activity on property. Given the experience at the TET Festival and a general concern for guest safety, and despite not having a formal policy in place, staff has taken a position to prohibit drone usage on property and has denied all requests for drone usage. Regardless of staff's instruction, some still proceeded with drone use. Requests have been received and/or unauthorized drone usage was observed at Labor Day Cruise, Sand Sports and Stadium Super Trucks race events.

It is recognized and understood that finding a drone pilot is extremely difficult unless the operator approaches staff for permission or the pilot is stumbled upon. Many drones are now controlled by smartphones making it more difficult to spot the pilot as the obvious controller with an antenna is no longer required.

It is also recognized there may be some circumstances in which OCFEC Staff or certain non-OCFEC individuals may wish to deploy a drone or remote controlled device, primarily for filming during Fair & other events.

Therefore, staff would like the Board to consider the adoption of a policy regarding drone and remote controlled device utilization on grounds. Staff believes a position that drones are not allowed on premises controlled by the general public would be appropriate for the following reasons: loss of control or power resulting in a falling object, invasion of privacy, photography or video copyright or likeness rights issues, potential for an act of destruction (i.e. – explosives attached to a drone flown over or into a crowd), interference with pyro show, collision with anything that extends in height beyond a rooftop like a carnival ride/sky-ride or light pole. However, staff also believes qualified and trained operators, including staff, contractors and promoters have valid needs that would warrant authorization of such use for specific purposes.

Recently, staff became aware of the establishment of a done policy at Del Mar.

### **Drone Policy as approved at the August 12, 2014 Board Meeting**

#### **Use of Drones or Other Radio-controlled Devices on 22<sup>nd</sup> DAA Property**

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the 22<sup>nd</sup> District Agricultural Association ("22<sup>nd</sup> DAA") is prohibited under all circumstances except pursuant to the terms and conditions of *written* permission issued by the 22<sup>nd</sup> DAA. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on 22<sup>nd</sup> DAA property may, in the discretion of the 22<sup>nd</sup> DAA, be revoked for any person[s] in violation of this policy.

Additional research resulted in the discovery of a similar policy for NRG Park (home of the Houston Livestock Show and Rodeo):

NRG Park bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below NRG Park property at any time without the express written consent of SMG, Harris County Sports & Convention Corporation or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from NRG Park property, and/or a response from law enforcement authority.
- NRG Park will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from SMG, HCSCC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below NRG Park property.



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# The flying of unauthorized drones at stadiums prompts safety concerns



© Provided by Washington Post

Along with huge crowds and tailgating parties, football stadiums across the country are becoming magnets for something else on game day: rogue drones.

The Federal Aviation Administration is investigating a rash of incidents this fall in which thrill-seekers with small, camera-toting drones have violated airspace restrictions by swooping over large outdoor sporting events. The problem has become most common at football games, with at least a half-dozen drone sightings reported at major college and NFL contests since August.

"It's an absolute safety concern," said Marc Lovicott, a campus police spokesman at the University of Wisconsin-Madison, where a white quadcopter swooped into 80,000-seat Camp Randall Stadium and buzzed over the student section during an Oct. 11 game against Illinois. "You never know what might be carried along with something like that."

Rapid advances in technology have made remote-control aircraft cheap and easy to fly. Some models cost less than \$500, fit in a backpack and yet can soar higher than 1,000 feet. More than a few sports fans are using them as a miniature version of the Goodyear blimp to film games and post the videos on the Internet.

FAA officials and aviation safety experts say the small drones pose a serious hazard in crowded areas and are an accident waiting to happen near packed stadiums, especially in the hands of untrained amateurs.

Although many popular models have a wingspan of less than four feet, some zoom up to 50 mph. The whirring blades can be lethal. A 19-year-old man was killed last year in a city park in Brooklyn when he lost control of his drone helicopter and it sliced off the top of his head.

In addition to intruding on sports stadiums, people who fly the remote-control aircraft for fun are causing problems near airports by flying dangerously close to passenger planes, according to several recent cases reported to the FAA.

In a public notice issued Oct. 27, the FAA updated a long-standing ban on airplane flights over open-air stadiums with 30,000 or more spectators by extending the prohibition to "unmanned aircraft and remote controlled aircraft."

The notice stated that violators could be fined and imprisoned for up to a year, the first time the agency has explicitly stated that reckless drone pilots could wind up behind bars. FAA spokeswoman Laura Brown called the notice "a clarification" of existing rules, but declined to comment further.

The FAA did not respond to requests from The Washington Post for information on exactly how many investigations it has conducted into errant drones over stadiums in recent



months.

The agency posted its public warning last month after a string of news reports about drones disrupting sporting events, including a tennis match at the U.S. Open in New York and an NFL preseason game in Charlotte. The FAA also received a complaint about a drone over one of the country's leading rodeos: the Cheyenne Frontier Days in Wyoming.

Similar stunts have occurred overseas. A spectator riot erupted in the Balkans on Oct. 14 when a drone carrying an Albanian nationalist banner flew over the field during a soccer game between Serbia and Albania. Unauthorized drones have also hovered over several professional matches in England.

In the United States, college football has become the leading sports attraction for outlaw drone pilots.

A University of Texas at Austin student was detained and questioned on Aug. 30 after he was caught flying a drone into Royal-Texas Memorial Stadium, jammed with 93,000 fans for the Longhorns' season opener. Prosecutors are still deliberating whether to file charges, said Bob Harkins, associate vice president for campus safety and security.

"It was flying over the crowd in the stadium, so great concern was generated there," Harkins said. "If the thing had lost control, it would have caused injury to people."

One day after the Texas incident, a small drone buzzed around Neyland Stadium in Knoxville, Tenn., for the Tennessee Volunteers' season opener. With more than 102,000 fans on hand, "it was a pretty amazing scene," said Jimmy Stanton, senior associate athletics director for the school.

"Our guys spotted [the drone] immediately and took it down," Stanton added. The culprit was a freelance videographer. He was not charged, but the university revoked his media credentials.

The surge of remote-controlled aircraft at athletic events comes as the FAA is struggling to regulate the fast-growing civilian drone industry.

In 2012, Congress passed a law ordering the FAA to open up the nation's skies to drones of all sizes — but without compromising safety standards. The agency has moved slowly to develop new regulations but has not kept pace with the proliferation of inexpensive drones.

Under current policy, recreationists can operate drones as long as they are kept below 400

feet and away from airports. Flying drones for commercial purposes is largely prohibited for now, although the FAA recently issued exemptions for Hollywood filmmakers and is planning to gradually lift other barriers.

That's led to confusion over what is permissible. Under FAA rules, it is forbidden to fly drones below 3,000 feet and within three miles of baseball or football stadiums with a seating capacity of at least 30,000. The restrictions only apply on game day, starting one hour before a contest and lasting until an hour after it ends.

The rule does not apply to small-college or high-school teams, though some schools have reported receiving letters from the FAA inquiring about their use of drones. It's theoretically permissible for sports teams to use drones to film their own practices as long as it isn't done for commercial gain — a blurry line. The FAA, for example, ordered the Washington Nationals in February to stop filming their spring-training workouts with a drone because the footage was used to promote the team.

At the University of Louisville, the athletic department has acquired three small drones to film practices and fan events. It posts the videos on Facebook and YouTube.

Sports fans love the aerial photography, even if the drones themselves sometimes breed suspicion, said Nick Stover, the athletic department's director of social media. "There's a pretty big stigma," he said. People will "joke around and literally ask me if I have guns attached to these. They just sort of assume the worst."

Stover said the school contacted the FAA to ensure it wasn't violating any rules. He said the FAA responded that "it was really free for us to do what we wanted, but they cautioned us about flying over stadiums."

Stover acknowledged, however, that Louisville was using drone footage to attract sponsors "to help monetize social media." Such a practice could run afoul of the FAA's commercial-drone ban.

"I want to follow the rules and do everything correctly," he said. "But the commercial purposes is just a really gray area."

Other drone aficionados accused the FAA of overreacting.

At the University of Michigan, the aerospace engineering department had planned a celebration for its 100th anniversary. Vintage aircraft were lined up to fly over Michigan Stadium, capacity 109,901, during halftime of the Sept. 20 football game against Utah.

Approval was obtained in advance from the FAA.

But when the FAA learned a few days before the game that Michigan's engineers were also preparing to deliver the game ball with a small quadrotor drone, agency officials went ballistic and threatened to sue, said Ella M. Atkins, an associate professor in the aerospace engineering department.

Atkins said the planned drone flight posed no risk. The quadrotor would have emerged from a tunnel inside the stadium and not risen more than 13 feet above the ground, far below the grandstands.

Backup systems and a kill switch would have dropped the drone immediately if it had deviated from its flight path. Extensive testing had already been conducted by the aerospace engineering department.

"There were no aerobatics or flying over football players' heads — it was over an empty field," Atkins said. "There are any number of passed or punted footballs that would have gone far higher than the drone would have gone."

In a last-ditch attempt to preserve the celebration, Michigan engineers tried to appease the FAA by offering to tether the drone to the ground while carrying the football. But the agency was unmoved, Atkins said, infuriating her and her colleagues. "I don't see any rational argument for what they did."

In a statement, the FAA said public entities like Michigan are generally required to apply for a certificate if they want to fly drones, a detailed process that officials said the university did not follow.

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## MORE IN NEWS



# Drones a growing concern at sports venues after device sparks Belgrade soccer fighting

Published October 20, 2014 | Associated Press

LONDON – Long after drones became a key tool for militaries and spy agencies, authorities now realize the threat they can pose to sports events.

It's not multimillion-dollar military-grade drones prompting concerns, but remote controlled contraptions costing just a few hundred dollars that can be sent soaring over stadiums. And, as the chaos at a soccer game in Belgrade last week showed, a provocative flag or banner being carried by a low-cost device can be a catalyst for disorder.

UEFA President Michel Platini warned that the drone at the abandoned Serbia-Albania European Championship qualifier, where an Albanian nationalist banner ignited an on-field brawl, highlighted a "serious problem" for sport.

"Just imagine that a drone carrying a bomb instead of a flag comes to a ground," Platini said on French television. "What can we do?"

Stopping a determined drone operator is tricky for aviation and security agencies. The small device with four rotors hovered undetected over the Belgrade stadium before being spotted by players and television cameras broadcasting the UEFA match between the Balkan rivals globally.

In recent weeks drones have also been appearing, seemingly undetected, over several English soccer venues: from Wembley to Arsenal's Emirates Stadium. Authorities and clubs only appear to have become aware of their existence after footage appeared on an aviation enthusiast's YouTube channel, showing a bird's eye view of pitches.

One clip viewed around 10,000 times was filmed over the London derby between Arsenal and Tottenham last month. When Alex Oxlade-Chamberlain struck Arsenal's second-half equalizer, a drone — identified as a \$1,300 Phantom 2 Vision Plus quadcopter — hovered over the 60,000-capacity stadium in time to capture the ball landing in the net. Arsenal officials could not say if anyone around the stadium knew of the drone in the night sky, but the club and Britain's Civil Aviation Authority are looking into the video.

The CAA is also looking into a video captured at Wembley last month of preparations for the London NFL game between the Miami Dolphins and the Oakland Raiders. Wembley Stadium officials said in a statement that they are "working closely with the police and other agencies in order to learn as much as we can on the use of drones to deter potential offenses."

The Belgrade episode ensured drones became a key issue in England at the Football Safety Officers' Association conference late last week.

"It was highlighted as being an emerging issue at sports grounds, with the use of drones at grounds increasing significantly in the last two years," Caroline Hale, head of communications at the Sports Grounds Safety Authority, said in an interview. "We are reminding clubs that it is worth looking at their contingency plans in light of possible increased use of drones over sports grounds and look at potential risks arriving from a drone accident."

The increased vigilance appeared to work on Saturday. A suspected drone pilot was arrested in a supermarket parking lot close to Manchester City's Etihad Stadium where the Premier League champions were hosting Tottenham.

An unidentified man was held on suspicion of breaching the air navigation order before being released on police bail. CAA rules prevent small unmanned surveillance aircraft being flown over or within 150 meters of any congested area.

Even if the drone pilots have benign motives, the devices could still endanger crowds on the ground.

"Even small drones can weigh up to seven or eight kilograms and could cause damage or injury if they fall from height," Great Manchester Police Chief Inspector Chris Hill said.

The proliferation of drones is presenting wider challenges, with the Department of Transport in London predicting an "explosion" in their use in the coming years. It said it receives a new application for their civilian use almost every day.

"People are becoming resourceful," Paul Cremin, the department's head of U.K. Aviation Security, told a House of Lords committee last week. "When the internet first came on the scene, people looked at different ways of using that technology, and we are now seeing that with RPAS (remotely piloted aircraft systems)."

Cremin highlighted the need for "sufficient controls to assure and reassure the general public."

Early next month, soccer officials will join police and government agencies to study the Belgrade incident and recent drone videos over stadiums to assess if more action is required to thwart a growing danger at sports venues. Hale, of the Sports Grounds Safety Authority, said the meeting will look at whether sports-specific drone guidance is necessary.

There are legitimate uses for drones in sport, with some football coaches using them to film overhead shots of practice to analyze technique. On the flip side, teams could snoop on rivals using them, although such spying would breach existing rules in the Premier League and NFL. At the World Cup in June, France coach Didier Deschamps feared a drone flew over his team's training, although no complaint was made to FIFA.



"We don't want an intrusion into our privacy," Deschamps was quoted as saying in Brazil. "But it's very hard to fight this these days."

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YouTube videos over English stadiums: <http://bit.ly/1sQTxGR>

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Rob Harris can be followed at [www.twitter.com/RobHarris](http://www.twitter.com/RobHarris)

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# Gazette & Herald

## Experts' terror and privacy fears over remote-control drones

12:00am Wednesday 22nd October 2014

Remote-control drones could be posing a serious security risk and privacy concerns as their use grows, intelligence experts have warned.

Shopping centres, sporting events and public rallies face being exposed to chemical or biological attacks by terror groups exploiting unmanned aircraft, research led by a former director of GCHQ has found.

Terrorists could turn remotely piloted aircraft (RPA) into flying bombs by hooking them up to improvised explosive devices, according to the University of Birmingham Policy Commission Report.

The security threat was taken seriously in the run-up to the 2012 Olympics and the report says they are the "ideal lookouts for burglars, train robbers and poachers" and mean traditional ways of securing buildings can be bypassed.

Lightweight commercial RPAs could become the "weapon of choice" for paparazzi in search of intimate photographs of celebrities, according to the report.

And Wiltshire Police, as well as forces in Merseyside, Staffordshire, Essex and the West Midlands, have acquired or used drones for surveillance, said the report.

It says guidelines may be needed to govern how and when they can be used.

The research, led by Sir David Omand, a former director at GCHQ, found greater civil and military use of the unmanned aircraft is inevitable and could have "significant benefits" for the UK's security and economy.

But it calls for the Government to be open and transparent about the use of the controversial aircraft to increase understanding and acceptance of the "legal and ethical soundness" of using drones.

It comes after a suspected drone pilot was arrested on suspicion of breaching the air navigation order after a device was flown over a packed football stadium.

The 41-year-old man was held in the car park of an Asda supermarket near Manchester City's Etihad Stadium after reports of a drone flying over a stand during Saturday's match against Tottenham Hotspur.

Meanwhile, the Government has announced that British Reaper drones are to fly missions over Syria to gather intelligence on the terrorist threat from Islamic State (IS).

The commission suggests that concerns about the use of military drones stem from US use of armed RPAs beyond legally accepted boundaries and urges the Ministry of Defence to do more to reassure the public that British aircraft will continue to be subject to strict rules.

Safeguards must be in place to ensure that in sharing intelligence with the United States, the UK "does not inadvertently collude in RPA or other counter-terrorist actions contrary to international law", it said.

Assurances must also be obtained to ensure that any use of British RPAs by allied forces is carried out in accordance with UK legal guidelines, the Security Impact of Drones: Challenges and Opportunities for the UK report recommends.

The commission calls for "urgent" measures to safeguard British airspace and the privacy of citizens to cope with civil and commercial use, which is expected to be more widespread by 2035.

The report states: "The security threat posed by individuals misusing RPA is a serious one, whether for criminal or terrorist purposes.

"While the hazards presented by inadvertent or accidental misuse of RPA, or the consequences of their malfunctioning are becoming better understood, more thought needs to be given to their employment for malign purposes in the domestic environment."

It adds: "Vulnerable targets might be hardened to withstand attack from outside, but it is entirely possible that in a public space like a shopping centre or sporting stadium, an attack could be launched from within.

"Crowds at sporting events or rallies could be vulnerable in a similar way if a future terrorist group were to look for means of dispersing chemical or biological agents.

"While such a scenario has so far not posed a real danger to UK citizens, as noted below, it is a threat that the UK authorities took seriously during the 2012 Olympics."

The increased capacity of military, recreational and commercial drones raises "significant safety, security, and privacy concerns", the report said.

Drones under 20kg can be used within line of sight of the operator and with permission of the CAA but enforcing breaches is likely to become a major policy issue, it adds.

Small commercial aircraft, including for taking photographs, are already "clearly being flown", often in breach of the rules, the commission found.

Commission chairman Sir David Omand, the first UK Security and Intelligence coordinator, said: "For too long drone technology has carried a burden of ethical suspicion given its

controversial use for counter-terrorist strikes by the US.

"The recent decision to deploy RAF Reaper to Iraq is a welcome sign in line with our findings of the growing acceptance of RPA technology as an essential component of modern military capability - provided it is used strictly in accordance with international law, in the same way as for other UK weapons systems.

"RPA add precision targeting capabilities and long loiter times that can minimise civilian losses and protect friendly troops. We need not fear that their use by the UK Armed Forces represents a shift in the ethical framework of modern warfare. RPA will also have an important role in future in civil security and commercial use.

"This commission has highlighted the need for more work on the policies for such applications, and we hope that our findings will help clarify the issues that will need more attention, as well as providing a vision for how the UK can exploit this innovative technology."

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## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9G

**SUBJECT:** Request for Architectural and Engineering Consulting Services for Veterans Exhibit

**DATE:** November 14, 2014

**FROM:** Michele Richards, OC FEC Chief Business Development Officer

**PRESENTATION BY:** Michele Richards, OC FEC Chief Business Development Officer

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### **RECOMMENDATION**

Approve funding of up to \$20,000 for architectural and engineering services to begin planning for the restoration and renovation of the “Heroes Hall” Veterans Exhibit building. The intent would be for the Board to seek reimbursement for approved funds once fundraising efforts for the Veterans Exhibit are underway.

### **BACKGROUND**

At the July, 2013 meeting, the Board of Directors approved the preservation of the former Memorial Gardens Building for the purpose of developing a Veterans Exhibit at the OC Fair & Event Center. An Advisory Group was formed to help plan the project, consisting of a 2-member Board Committee as well as members of staff, veterans representatives, and members of the community.

During an October 27, 2014 meeting of the Advisory Group, staff presented a project plan which included the need for architectural and engineering consulting services to advance the project.

Approval of this recommendation will allow staff to conduct a competitive bidding process for these services, and begin the infrastructure phase of the Veterans Exhibit, while the Advisory Group plans for ongoing fundraising for the project.





## **Board of Directors Agenda Report**

MEETING DATE: NOVEMBER 20, 2014 ITEM NUMBER: 9H

**SUBJECT:** Discussion of Retaining Retired Annuitant during CEO Transition

**DATE:** November 14, 2014

**FROM:** Doug Lofstrom, OCFEC CEO

**PRESENTATION BY:** Doug Lofstrom, OCFEC CEO

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### **RECOMMENDATION**

Pursuant to the California Public Employees' Pension Reform Act of 2013, State retirees are required to wait 180-days before they can return to work unless the appointment is necessary to fill a critically needed position and has been approved by CalHR. Also, retirees may not work in excess of 960 hours in a fiscal year. CalHR has developed a Definition of Critical Need and a Retired Annuitant Hiring Procedure.

As a result of my retirement from State Service effective December 31, 2014, should the Board of Directors deem it necessary for me to continue to serve as the CEO or serve in a temporary capacity to assist a new CEO, then a request for exemption will need to be filed with Cal HR and then, subject to their approval, be forwarded to CalPERS. Pending approval by the Board, the resolution will be included in the exemption package sent to CalHR.

### **BACKGROUND**

At the discretion of the Board.