



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

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Thursday, January 22, 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

Kathy Kramer CFE, CMP
Chief Executive Officer, OCFEC

32nd DAA Counsel

Roger Grable
Manatt, Phelps and Phillips

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

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

AGENDA

1. CALL TO ORDER

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

2. THE MISSION OF OCFEC IS...

Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

A. CEO Offer Letter

B. Other

6. MATTERS OF PUBLIC COMMENT

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

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

7. MINUTES:

A. Board Meeting held December 12, 2014

Action Item

A. Board Meeting held December 18, 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-005-15ET
- B. Amendments: SA-22-14MA (Amend. #2); SA-27-14TR (Amend. #1)
- C. Interagency Agreements: none.
- D. Letters of Understanding: none.
- E. Rental Agreements: R-221-14; R-013-15; R-029-15; R-031-15; R-035-15; R-037-15; R-049-15; R-051-15; R-052-15; R-053-15; R-057-15; R-060-15; R-063-15; FT-004-15; FT-005-15; FT-007-15; FT-012-15; FT-014-15; FT-021-15; FT-023-15; FT-024-15; FT-026-15; FT-027-15; FT-029-15; FT-039-15
- F. Active Joint Powers Authority Agreements: none.
- G. 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. Various emails written in opposition to changing OCFEC smoking policy

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports Information Item

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

- i. Centennial Farm Foundation Board (Vice Chair Mouet, Director Bagneris)
- ii. Workers Memorial Task Force (Director Berardino, Chair Aitken)
- iii. Financial Monitoring Committee (Vice Chair Mouet, Director Bagneris)
- iv. 2015 OC Fair City Liaison Committee (Director La Belle, Director Nguyen)
- v. Veterans Memorial Task Force (Director Berardino, Director La Belle)
- vi. OCFEC Educational & Agricultural Foundation Task Force Vice Chair Mouet, Director Bagneris)
- vii. Legislative Monitoring Task Force (Director Nguyen, Director Cervantes)
- viii. OCC/OCFEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- ix. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)
- x. OCFEC Tenant Relations Task Force (Director Tkaczyk, Director Berardino)

B. Discussion of OCFEC Smoking Policy Action Item

C. Extension of Current Pepsi Sponsorship Contract

Action Item

D. Approval of Interim Consulting Services for Pacific Amphitheatre Project Management and Sound Mitigation

Action Item

E. Approve Named Delegation of Authority for Execution of Contracts

Action Item

F. Discussion of Legal Services

Action Item

G. Discussion of Options Related to the Establishment of a Foundation for Fundraising for Agricultural and Educational Projects

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 executive session to consider the evaluation of performance of a public employee.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: FEBRUARY 26, 2015

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center

A handwritten signature in black ink, appearing to read "Kathy Kramer", with a stylized flourish at the bottom.

Kathy Kramer CFE, CMP
Secretary-Treasurer
Chief Executive Officer, OC FEC

Date of notice: 4:00 p.m. December 12, 2014



November 24, 2014

Kathy Kramer
[REDACTED]

Phoenix, AZ 85046

Dear Kathy,

On behalf of the Board of Directors of the OC Fair & Event Center, I am pleased to extend to you an offer of employment as the Chief Executive Officer. In this position you will be reporting directly to the Board of Directors.

This position is a regular full time position. This is an at-will appointment and may be terminated by you or the Board of Directors of the OC Fair & Event Center at any time.

The details of your employment are as follows:

Job Description: attached

Base Salary: You will be paid on the 15th and last day of each month based on a monthly salary of \$10,472, which is equivalent to \$125,664 on an annual basis, and subject to deductions for taxes and other withholdings as required by law or the policies of the company. This salary is based on the range of \$8,536 - \$10,472 prescribed by the State of California for the classification of Secretary-Manager VII, District Agricultural Associations. Should the State increase the maximum pay for this classification, such increase shall be presented to the Board for review, consent and/or approval as the case may be per State guidelines.

Employment Status: Exempt, Salaried, Civil Service

Additional Pay: You will receive Recruitment and Retention Differential pay equal to 20% of your base salary on the 15th and last day of each month, which equates to \$2,094.40 per month and \$25,132.80 annually, which is subject to deductions for taxes and other withholdings as required by law or the policies of the company.

Relocation Expense Reimbursement: You will be entitled to reimbursement of certain travel and moving expenses in accordance with California Code of Regulations Section 599.723.1 (included below).

Benefits: The Company offers participation in health, dental, vision and life insurance programs, 401k and 457 savings plans, CalPERS, and other benefit programs. Employee contribution for benefit plans is determined annually. Participation in CalPERS is mandatory and currently requires a contribution of 8% of your gross salary which will be automatically withheld from your pay. You will also receive a monthly car allowance in the amount of \$500.

KK
12/4/14

Time Off: You have the option of choosing annual leave, which is accrued at 15 hours per month (the equivalent of 22.5 days per year) or vacation/sick leave which is accrued at 7 vacation hours and 8 sick leave hours per month. You will receive a detailed explanation of our extensive benefits under separate cover. The State currently offers 11 paid holidays, 1 personal holiday and 2 personal development days off.

Reporting to: Board of Directors, OC Fair & Event Center

Start Date: To be mutually determined.

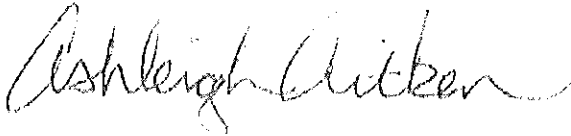
The mission of OC Fair & Event Center is the "Celebration of Orange County's Communities, Interests, Agriculture and Heritage." We offer a fun and rewarding work environment and value the role each employee plays in fulfilling our mission.

Kathy, we look forward to having you lead the OC Fair & Event Center and believe you will make a significant contribution to our organization in your new role as Chief Executive Officer.

This offer of employment is contingent on your acceptance, as indicated by your signature below, and subsequent ratification by the Board of Directors.

If you have any questions, please contact me at [REDACTED]

Sincerely,



Ashleigh Aitken
Chairman of the Board of Directors
OC Fair & Event Center

I have read, understood and accept the employment offer stated above. I understand that my employment is contingent upon completion of the background screening and required employment documentation.

Kathy "Kathleen" Kramer 12/4/14
Kathy Kramer Date

SEC. 599.723.1 TRAVEL AND MOVING EXPENSES OF PERSONS WHO ARE REQUIRED TO CHANGE THEIR PLACE OF RESIDENCE IN ORDER TO ACCEPT EMPLOYMENT WITH THE STATE- EXCLUDED EMPLOYEES.

(a) Reimbursement may be allowed for all or part of the travel and moving expenses of professional and technically trained persons who are required to change their place of residence to accept employment with the State under the following conditions:

- (1) The employee must have been appointed to a position or class for which the appointing power has certified that such expenditure is necessary in order to recruit qualified persons needed by the State.
- (2) The employee must have changed his/her place of residence for the purpose of accepting employment with the State.
- (3) The employee is new to State employment or reinstating to State employment after a permanent separation.
- (4) The established headquarters is more than 75 miles from the employee's primary residence.

(b) An employee who meets the criteria established in (a) above may, at the discretion of the appointing power, be reimbursed for relocation expenses as follows:

- (1) Reimbursement for the expenses for the movement and storage of household goods in accordance with 599.718.1, 599.719 and 599.724.1 to a maximum of \$1,000.
- (2) Reimbursement for travel from the old residence to the new residence at the rate of 9 cents per mile. Reimbursement for travel expenses of members of the employee's family will not be allowed.

(c) With advance approval from the Director, Department of Personnel Administration, an employee who meets the criteria in (a) may, at the discretion of the appointing power be reimbursed for relocation expenses, in addition to those in (b)(1) and (b) above, for all or part of the following:

- (1) Reimbursement for a maximum of 30 days of temporary lodging and meals at the new headquarters location, limited to the conditions, maximums and receipt requirements applicable to state employees travel reimbursements as set forth in 599.619(a) and (b). Up to 14 of the 30 days may be used for pre-move house hunting at the new headquarters location, reimbursable after the report date.
- (2) As described in 599.715.1, reimbursement for up to \$200 of receipted expenses for installation, connection, or assembly of appliances, antennas or utilities that are related to the establishment of the new household. Deposits are not reimbursable.

(d) Advance approval of the Appointing Power and the Department of Finance is required for any reimbursement or combination of reimbursements under this rule that exceeds \$1,000. Claims for reimbursement of relocation expenses under this rule must be submitted no later than 6 months from the reporting date. No reimbursement will be issued prior to the employee reporting to the new headquarters.

(e) If an employee whose travel and moving expenses have been so paid does not continue his/her employment with the State department for a period of two year (unless the discontinuance of his/her employment was the result of death, prolonged illness, disability, unacceptable assessment of the employee by that state department, or similar eventualities beyond the control of the employee as determined by the appointing power), he/she repay the following percentage of the amount received as reimbursement for such travel and moving expenses:

100 percent if employed less than 6 months.
75 percent if employed 6 months but less than 12 months.
50 percent if employed 12 months but less than 18 months.
25 percent if employed 18 months but less than 2 years.

KK
12/4/16



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

Statement of Cash Flows

As of November 30, 2014, OC FEC's cash on hand is \$29,761,176, an increase of \$2,327,744 during 2014. Operating activities have resulted in a net cash inflow of \$9,873,414 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$7,545,670 to date.

Balance Sheet

Previous outstanding Accounts Payable from Fair has been paid, resulting in a decrease of \$1M from the balance reported in October.

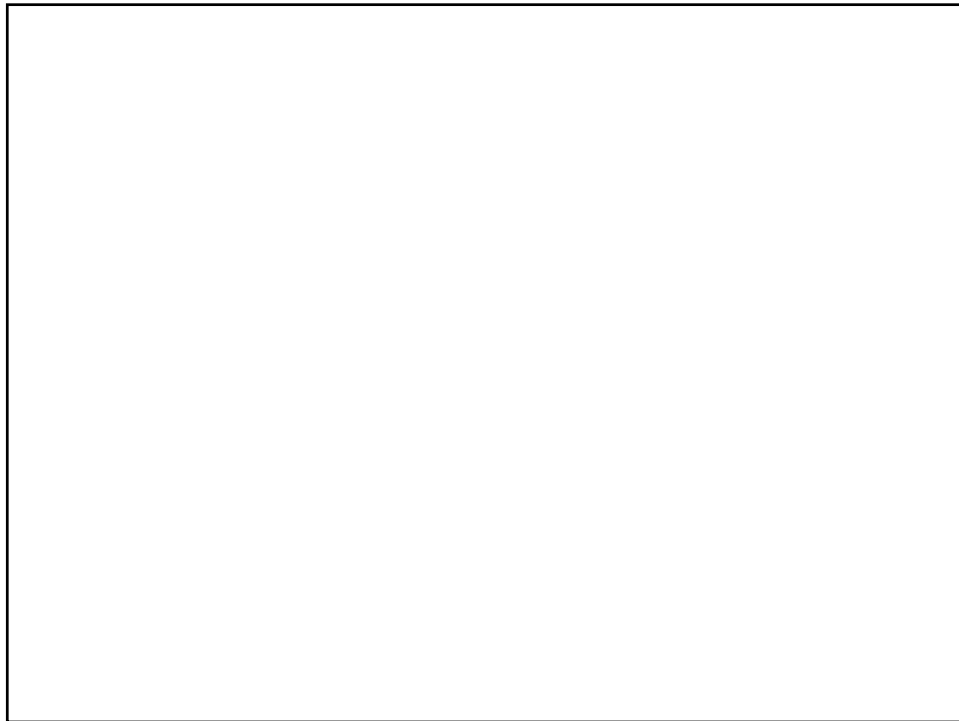
Income Statement

November 2014 year-to-date revenues exceed expenses by \$7,984,148, which is favorable to the budgeted net proceeds of \$684,768 by \$7,299,380. 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 \$7,042,594.

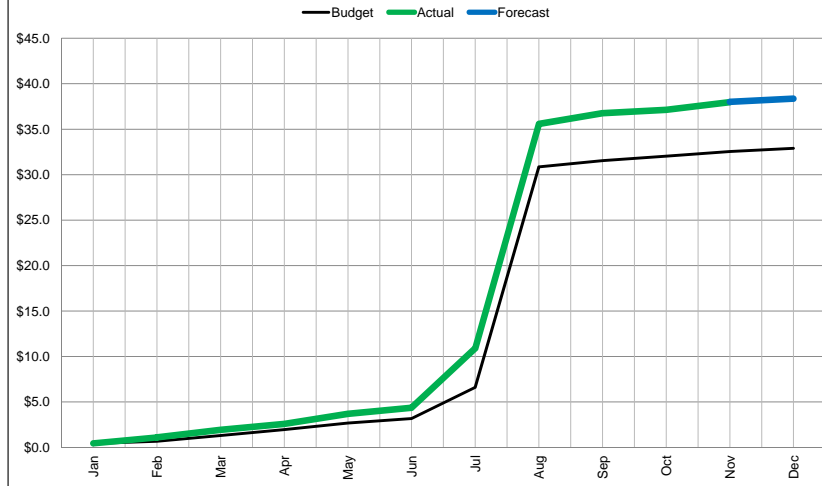
Total year-to-date revenues of \$37,973,768 are favorable to budget by \$5,429,812 primarily due to favorable performance of the Fair. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$844K (\$392K Market Place due to recognition of 2014 minimum rent shortfall payable plus restructuring of the rental agreement effective August 2014 and \$451K Interim Events) and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$603K. \$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 \$26,989,131 are favorable to budget by \$1,660,246. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.0M due primarily to timing, unfilled positions and less than anticipated employee benefits expense. Supplies and Equipment Expense exceed budget by \$140K due to rental of additional restrooms during Fair, increased equipment rental needs and procurement of improved signage and lighting. Attractions Expense is favorable to budget by \$642K due to the cost of available and booked talent for the 2014 OC Fair.

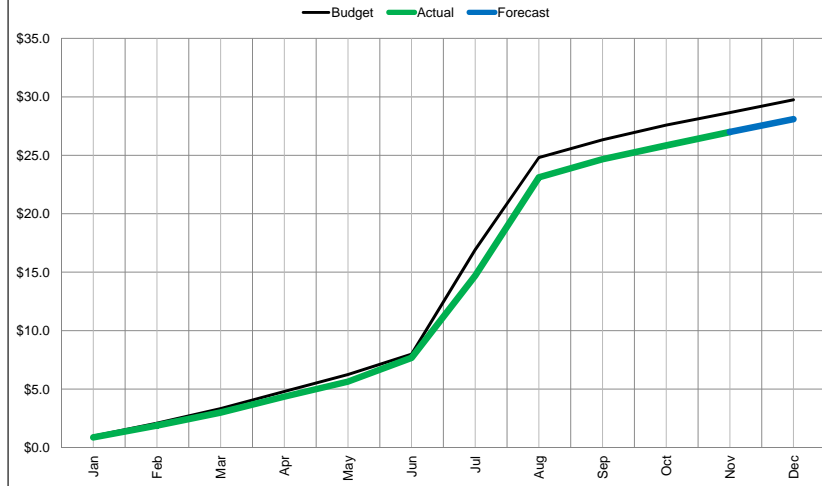
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of November 30, 2014

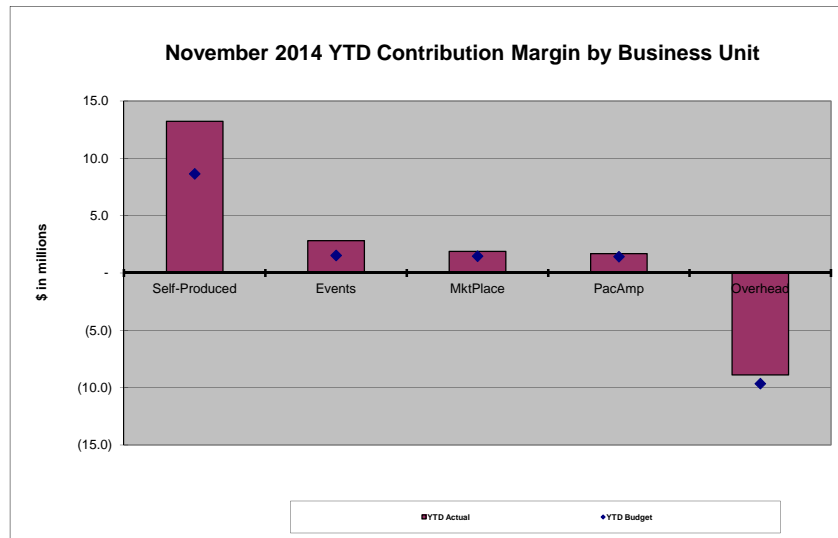


November 2014 YTD Revenue Performance



November 2014 YTD Operating Expense Performance

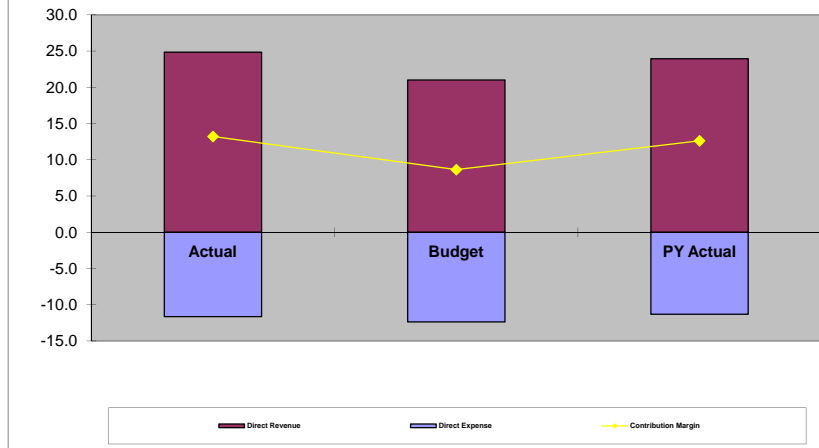




**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of November, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	13.2	8.6	12.6	8.6
Events Business Unit	2.8	1.5	2.5	1.6
MarketPlace Business Unit	1.9	1.5	1.8	1.6
Pacific Amphitheatre Business Unit	1.7	1.4	1.6	1.3
Total Business Unit Contribution Margin	19.6	13.1	18.6	13.0
Net Overhead Expense (Cash)	(8.9)	(9.7)	(8.2)	(10.4)
Net Cash Provided (Used) Subtotal	10.7	3.4	10.4	2.7
Capital Expenditures	(7.5)		(3.0)	(13.1)
Balance Sheet Changes	(0.9)		(0.6)	-
Net Increase (Decrease) in Cash	2.3	3.4	6.8	(10.4)

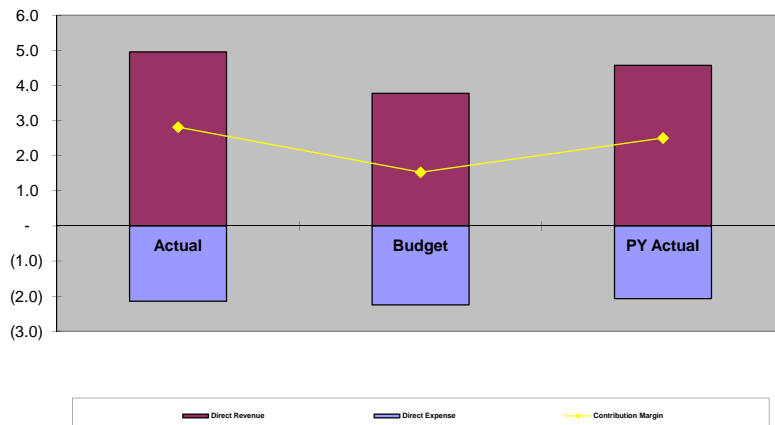
**Self-Produced Events Business Unit
November 2014 YTD Contribution Margin**



**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of November, 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	4.0	4.1	3.8	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	2.0	2.1
Attractions	1.2	1.4	1.1	1.4
Other Expense	1.5	1.4	1.4	1.4
Total Direct Expense	11.6	12.4	11.3	12.4
Contribution to Overhead and CapEx	\$13.2	\$8.6	\$12.6	\$8.6

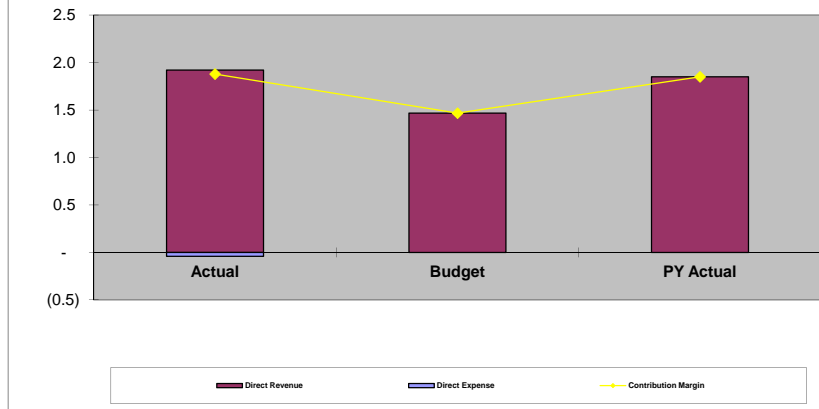
**Year-Round Events Business Unit
November 2014 YTD Contribution Margin**



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

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.3	\$0.9	\$1.1	\$1.0
Personnel Services	0.9	0.7	1.0	0.7
Concessions	0.7	0.6	0.7	0.6
Equipment Rentals	0.6	0.4	0.6	0.4
Admissions/Parking	1.4	1.2	1.1	1.2
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	5.0	3.8	4.6	4.0
Payroll/Related	1.6	1.7	1.5	1.8
Outside Services	0.1	0.1	0.1	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.2	0.3	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	2.1	2.2	2.1	2.4
Contribution to Overhead and CapEx	\$2.8	\$1.5	\$2.5	\$1.6

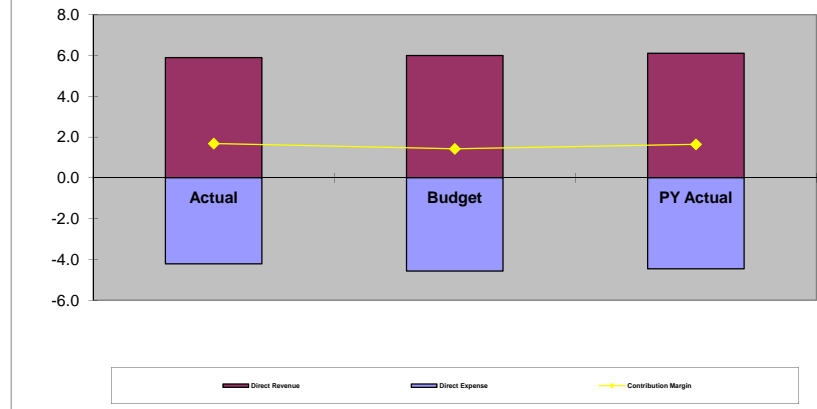
**Market Place Business Unit
November 2014 YTD Contribution Margin**



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

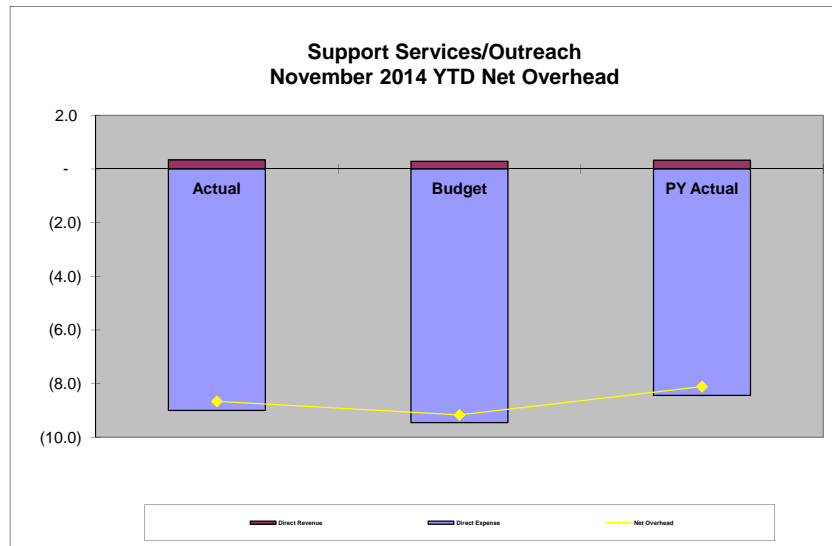
	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.9	\$1.5	\$1.8	\$1.6
Other Revenue	\$0.1	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$1.9	\$1.5	\$1.8	\$1.6
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Expense	\$0.0	\$0.0	\$0.0	\$0.0
Contribution to Overhead and CapEx	\$1.9	\$1.5	\$1.8	\$1.6

**Pacific Amphitheatre Business Unit
November 2014 YTD Contribution Margin**



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

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Ticket Sales	\$4.0	\$4.1	\$4.4	\$4.1
Facility Fee	0.7	0.8	0.8	0.8
Concessions	0.4	0.4	0.0	0.4
Parking	0.5	0.4	0.5	0.4
Sponsorship	0.1	0.1	0.1	0.1
Other Revenue	0.1	0.2	0.4	0.2
Total Direct Revenue	5.9	6.0	6.1	6.0
Performers' Fees	2.6	3.0	2.9	3.0
Outside Services	0.5	0.5	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.5	0.5	0.5	0.5
Payroll/Related	0.1	0.1	0.1	0.3
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	4.2	4.6	4.5	4.7
Contribution to Overhead and CapEx	\$1.7	\$1.4	\$1.6	\$1.3



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

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.2	\$0.2	\$0.2
Total Revenue	\$0.3	\$0.3	\$0.3	\$0.3
Payroll/Related	\$5.4	\$6.3	\$5.2	\$6.8
Facility/Related	\$1.8	\$1.8	\$1.7	\$1.9
Supplies/Telephone/Postage	\$0.6	\$0.6	\$0.6	\$0.6
Outside Services	\$0.6	\$0.3	\$0.5	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.2	\$0.2	\$0.3	\$0.2
Total Expense	\$9.0	\$9.5	\$8.4	\$10.2
Net Overhead	<u>(\$8.7)</u>	<u>(\$9.2)</u>	<u>(\$8.1)</u>	<u>(\$9.9)</u>
Non-Cash Expenses:				
Depreciation Expense	\$2.7	\$2.7	\$2.7	\$3.0
Total Non-Cash Expense	<u>\$2.7</u>	<u>\$2.7</u>	<u>\$2.7</u>	<u>\$3.0</u>

Note: Includes education/outreach program expenditures of \$914K

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

	2014 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2013 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2014 Budget
Revenues								
Admissions to Grounds	\$ 10,020,329	\$ 8,543,000	\$ 1,477,329	17.3%	\$ 9,263,681	\$ 756,648	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	102,038	81,000	21,038	26.0%	91,065	10,973	12.0%	81,000
Attractions Revenue	3,394,305	3,931,300	(536,995)	-13.7%	4,093,978	(699,673)	-17.1%	3,931,300
Miscellaneous Revenue	5,264,707	4,283,000	981,707	22.9%	5,024,761	239,946	4.8%	4,283,000
Total OCFEC-Produced Event Revenue	30,673,792	26,753,300	3,920,492	14.7%	29,831,695	842,097	2.8%	26,753,300
Facility Rental Revenue	3,181,490	2,337,467	844,023	36.1%	2,990,810	190,681	6.4%	2,561,500
Other Event Revenue	3,642,353	3,039,400	602,953	19.8%	3,560,144	82,208	2.3%	3,153,100
Equestrian Center Revenue	95,524	78,540	16,984	21.6%	108,788	(13,264)	-12.2%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	111,821	160,924	(49,103)	-30.5%	148,708	(36,886)	-24.8%	164,124
Total Rental Revenue	7,031,189	5,616,331	1,414,858	25.2%	6,808,450	222,739	3.3%	5,964,404
Interest Earnings	76,757	50,325	26,432	52.5%	60,415	16,341	27.0%	54,900
Grants	79,530	74,000	5,530	7.5%	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%	-
Total Non-Operating Revenue	268,787	174,325	94,462	54.2%	170,077	98,710	58.0%	178,900
Total Revenue	\$ 37,973,768	\$ 32,543,956	\$ 5,429,812	16.7%	\$ 36,810,222	\$ 1,163,546	3.2%	\$ 32,896,604
Expenses								
Payroll and Related Expense	\$ 11,092,036	\$ 12,136,500	\$ 1,044,464	8.6%	\$ 10,565,263	\$ (526,773)	-5.0%	\$ 12,933,094
Professional Services Expense	2,765,580	2,969,704	204,124	6.9%	2,817,807	52,228	1.9%	3,037,704
Directors Expense	7,861	12,942	5,081	39.3%	12,707	4,845	38.1%	13,742
Insurance Expense	286,771	281,478	(5,293)	-1.9%	251,436	(35,335)	-14.1%	281,478
Telephone & Postage Expense	105,714	142,820	37,106	26.0%	136,064	30,350	22.3%	154,627
Supplies and Equipment Expense	3,303,833	3,164,427	(139,406)	-4.4%	3,067,855	(235,978)	-7.7%	3,197,839
Facility and Related Expense	3,157,229	3,058,104	(99,125)	-3.2%	2,961,306	(195,924)	-6.6%	3,196,220
Publicity & Related Expense	1,697,941	1,702,192	4,251	0.2%	1,589,014	(108,927)	-6.9%	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	122,284	6,810	5.6%	114,734	(739)	-0.6%	122,284
Other Operating Expense	424,200	385,692	(38,508)	-10.0%	386,953	(37,247)	-9.6%	397,680
Total Operating Expense	26,989,131	28,649,377	1,660,246	5.8%	26,190,483	(798,648)	-3.0%	29,747,139
Depreciation Expense	2,729,106	2,729,111	5	0.0%	2,714,270	(14,836)	-0.5%	2,977,212
Major Projects	223,914	480,700	256,786	53.4%	130,035	(93,879)	-72.2%	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	47,468	-	(47,468)	N/A	104,055	56,587	N/A	-
Total Non-Operating Expense	3,000,488	3,209,811	209,323	6.5%	2,948,360	(52,128)	-1.8%	3,457,912
Total Expense	\$ 29,989,619	\$ 31,859,188	\$ 1,869,569	12.3%	\$ 29,138,843	\$ (850,776)	-4.8%	\$ 33,205,051
Net Proceeds	\$ 7,984,148	\$ 684,768	\$ 7,299,380	1066.0%	\$ 7,671,378	\$ 312,770	4.1%	\$ (308,447)

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

	2014	2013
Assets		
Cash	\$ 421,147	\$ 650,579
Investments	29,340,032	29,024,447
Accounts Receivable	650,832	553,808
Reserve for Bad Debt	(29,614)	(50,565)
Prepaid Assets	-	-
Current Assets	30,382,397	30,178,269
Deferred Expenses	61,846	234
Capital Projects in Process	12,548,307	3,484,638
Land	133,553	133,553
Buildings and Improvements	32,772,838	34,648,569
Equipment	19,280	591,316
Long Term Assets	45,535,824	38,858,310
Total Assets	\$ 75,918,221	\$ 69,036,578
Liabilities		
Accounts Payable	\$ 251,949	\$ 190,227
Deferred Revenue	246,312	327,245
Other Payroll Deductions	281,974	274,671
Deposits	30,250	35,000
Other Liabilities	-	174
Short Term Liabilities	810,486	827,318
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
Long Term Liabilities	1,007,530	1,017,638
Total Liabilities	1,818,017	1,844,956
Resources		
Investment in Capital Assets	45,473,978	38,905,319
Net Resources - Designated Use	866,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	19,749,159	19,858,739
Net Resources - Auction Fund	26,459	27,229
	66,116,056	59,520,244
Net Proceeds from Operations	7,984,148	7,671,378
Total Resources	74,100,204	67,191,623
Total Liabilities and Net Resources	\$ 75,918,221	\$ 69,036,578

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

Cash Flows from Operating Activities:

YTD 2014

Net Proceeds	\$7,984,148
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Non-Cash Expenses:

Depreciation Expense *	2,764,177
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	(204,375)
(Incr) Decr in Other Assets	(43,196)
Incr (Decr) in Accounts Payable	(657,186)
Incr (Decr) in Other Accrued Liabilities	29,846
Subtotal	<u>(874,911)</u>

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

9,873,414

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	<u>(7,545,670)</u>

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

(7,545,670)

Net Increase (Decrease) in Cash	\$2,327,744
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Cash at Beginning of Year	27,433,432
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Cash at End of Period	<u>\$29,761,176</u>
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* Includes \$35,071 of Prior Year Expenses - Depreciation

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

Description	2014 Budget	2014 Spent	2014 Remaining
Buildings and Improvements			
Pac Amp Renovation	10,704,000.00	6,337,722.05	4,366,277.95
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	547,375.59	(15,835.59)
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	214,813.89	(54,813.89)
PA: Back Stage Curtains	25,000.00	36,500.07	(11,500.07)
Livestock Ln: Elec Upgrade	35,000.00	0.00	35,000.00
Gate 2: Asphalt Drive Lane	150,000.00	0.00	150,000.00
Gate 3: Parking Shelter	10,000.00	0.00	10,000.00
Gate 10: Asphalt Repair	40,000.00	0.00	40,000.00
Parking: Signage	100,000.00	6,609.45	93,390.55
Ranch: Asphalt Repair Livestock	65,000.00	0.00	65,000.00
Total Buildings and Improvements	12,537,540.00	7,195,657.83	5,341,882.17
Carnival Improvements			
Interior Grounds Asphalt Seal	170,000.00	4,655.09	165,344.91
Lot G - Repair, Slurry & Stripe	250,000.00	0.00	250,000.00
Festival Fields: Sprinkler System	15,000.00	0.00	15,000.00
Carn Improv - Lot A: RR Utilities	0.00	35,822.06	(35,822.06)
Carn Improv - South Lawn: Pullboxes	0.00	21,297.46	(21,297.46)
Total Carnival Improvements	435,000.00	61,774.61	373,225.39
Equipment			
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Dumpsters (10ct 4x4's)	50,000.00	0.00	50,000.00
Exhibit Equipment	20,000.00	0.00	20,000.00
Compactor	40,000.00	62,221.64	(22,221.64)
Rider Sweeper/Scrubber	0.00	122,355.30	(122,355.30)
Telescoping Lift	0.00	103,660.50	(103,660.50)
Total Equipment	140,000.00	288,237.44	(148,237.44)
Total Capital Expenditures	13,112,540.00	7,545,669.88	5,566,870.12
Major Projects			
ASA Repainting	160,000.00	0.00	160,000.00
Pac Amp - Paint/Repair Superstructure	170,000.00	150,912.55	19,087.45
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	1,012.44	7,487.56
Total Major Projects	480,700.00	223,913.99	256,786.01
Total Capital Expenditures & Major Projects	13,593,240.00	7,769,583.87	5,823,656.13

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

Check No.	Date	Vendor Name	Amount
ER3080451336	12/03/14	Paypal, Inc.	59.95
75841	12/03/14	A & H Refrigeration, Inc.	452.40
75842	12/03/14	American Express	1,291.08
75843	12/03/14	American Express	6,454.09
75844	12/03/14	AT&T	31.03
75845	12/03/14	AT&T	321.40
75846	12/03/14	Byer Geotechnical, Inc.	245.00
75847	12/03/14	CA Public Employees Retirement System	282.97
75848	12/03/14	California Fair Services Authority	1,502.70
75849	12/03/14	California Technology Agency	722.00
75850	12/03/14	Chuckwagon Concessions	4,747.84
75851	12/03/14	Edward Starnes	1,280.00
75852	12/03/14	Favorday Church	1,445.00
75853	12/03/14	Heider Engineering Services, Inc.	2,572.25
75854	12/03/14	Jerry Liu & Associates	837.50
75855	12/03/14	Justin Aquino	89.09
75856	12/03/14	Leslie Trasport	689.25
75857	12/03/14	Melody Avena	118.11
75858	12/03/14	Moore's Sewing Centers	1,347.25
75859	12/03/14	MVVT, Inc & Automotive Retailers	722.50
75860	12/03/14	Orange County Employees Association	2,440.75
75861	12/03/14	Pablo Calderon	350.00
75862	12/03/14	Pen & Public	602.50
75863	12/03/14	Platinum Resource Group	1,004.25
75864	12/03/14	Quijote Corporation dba Sensis	23,517.50
75865	12/03/14	Rees Floor Covering	1,909.00
75866	12/03/14	Roy Englebrecht Promotions	9.66
75867	12/03/14	The Woodworking Shows	3,760.00
75868	12/10/14	Association of State CA Supervisors	144.00
75869	12/10/14	Apex Performance, Inc.	150.00
75870	12/10/14	Boyd & Associates, Inc.	1,456.50
75871	12/10/14	Centimark Corporation	3,950.00
75872	12/10/14	California Fairs Financing Authority	10,476.97
75873	12/10/14	Voided	0.00
75874	12/10/14	Comaq North America, LLC	923.00
75875	12/10/14	CCS Orange County Janitorial, Inc.	3,338.82
75876	12/10/14	Moor + South/Pier Management Co.	1,356.57
75877	12/10/14	CR&A Custom, Inc.	483.00
75878	12/10/14	DeltaCare USA	694.22
75879	12/10/14	Delta Dental Plan Of California	3,892.49
75880	12/10/14	Haitbrink Asphalt Paving, Inc.	8,150.00
75881	12/10/14	Herpetorama, Inc. DBA Repticon	1,641.00
75882	12/10/14	IRS - ACS Support - Stop 813G	48.65
75883	12/10/14	IUOE, Craft/Maint. Division	1,050.00
75884	12/10/14	Lisa Sexton	6,612.50

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

Check No.	Date	Vendor Name	Amount
75885	12/10/14	Manatt, Phelps & Phillips, LLP	8,357.26
75886	12/10/14	Marketwire, Inc.	500.00
75887	12/10/14	The Miniblink Company	471.20
75888	12/10/14	Orange County Treasurer-Tax Collector	26,375.22
75889	12/10/14	Pinnacle Petroleum, Inc.	773.23
75890	12/10/14	Rancho Viejo Glass	4,360.00
75891	12/10/14	Red Wing Hatchery	90.20
75892	12/10/14	SEIU Local 1000 CA State Employees Asso.	1,846.46
75893	12/10/14	South Coast Striping, Inc.	475.00
75894	12/10/14	Southern California Indian Center	6,473.00
75895	12/10/14	State Disbursement Unit	25.34
75896	12/10/14	The Gas Company	349.55
75897	12/10/14	ThyssenKrupp Elevator Corporation	726.95
75898	12/10/14	Williams Scotsman, Inc.	1,139.41
75899	12/10/14	Marie Torres	460.00
75900	12/11/14	Ricardo Mendoza	1,900.00
75901	12/11/14	Employment Development Department	16,968.00
75902	12/15/14	Sound Media Fusion, LLC	12,000.00
75903	12/18/14	Aquatic Service, Inc.	195.00
75904	12/18/14	AT&T	73.52
75905	12/18/14	AWI Builders, Inc.	229,786.00
75906	12/18/14	BurrellesLuce	157.80
75907	12/18/14	Carissa Hinshaw	300.00
75908	12/18/14	California Fairs Financing Authority	55,555.00
75909	12/18/14	California Fair Services Authority	11,855.88
75910	12/18/14	California Fair Services Authority	95.00
75911	12/18/14	CCS Orange County Janitorial, Inc.	5,926.02
75912	12/18/14	Moor + South/Pier Management Co.	12,911.25
75913	12/18/14	Commercial Restrooms, Inc. dba CRI Co.	504.00
75914	12/18/14	Department of General Services	7,700.00
75915	12/18/14	Zkjam. Inc. dba DGA Consultants	4,080.00
75916	12/18/14	Favorday Church	1,406.00
75917	12/18/14	Fire Sprinkler Inspections, Inc.	5,987.00
75918	12/18/14	Haitbrink Asphalt Paving, Inc.	6,200.00
75919	12/18/14	Voided	0.00
75920	12/18/14	Jerry Eldridge	36.99
75921	12/18/14	Jerry Liu & Associates	800.00
75922	12/18/14	Jose Umali	147.91
75923	12/18/14	Lawrence Roll-Up Doors, Inc.	408.00
75924	12/18/14	Lisa Sexton	7,160.15
75925	12/18/14	Douglas Lofstrom	1,031.65
75926	12/18/14	Loomis Armored US, LLC	42.92
75927	12/18/14	Lopez Works, Inc.	19,078.95
75928	12/18/14	Malibu Kennel Club	32.63
75929	12/18/14	Medical and Safety Management, Inc.	830.00

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

Check No.	Date	Vendor Name	Amount
75930	12/18/14	Meltwater News US Inc.	1,624.00
75931	12/18/14	Gravity Technologies Inc.	349.00
75932	12/18/14	Orange County Treasurer-Tax Collector	16,606.62
75933	12/18/14	Ovations FanFare, LP	1,043.48
75934	12/18/14	Pacific Clippings	132.00
75935	12/18/14	State Personnel Board	3,116.00
75936	12/18/14	Peter James Riojas	800.00
75937	12/18/14	Pinnacle Landscape Company	4,457.00
75938	12/18/14	Pinnacle Petroleum, Inc.	1,574.46
75939	12/18/14	Rachelle Weir	111.18
75940	12/18/14	Redpoint Consulting Group, LLC	530.00
75941	12/18/14	Robin Wachner	82.34
75942	12/18/14	Zano Productions	450.00
75943	12/18/14	Roy Englebrecht Promotions	1,166.00
75944	12/18/14	Safeguard Health Plans	91.82
75945	12/18/14	Quijote Corporation dba Sensis	23,295.00
75946	12/18/14	Sharon Augenstein	1,013.00
75947	12/18/14	Shoreline Dog Fancier Association	1,843.63
75948	12/18/14	Southern California Edison	54,514.94
75949	12/18/14	Southwest Holiday Party	141.75
75950	12/18/14	State Disbursement Unit	331.00
75951	12/18/14	Storyland Studios	1,900.26
75952	12/18/14	TalentWise, Inc.	45.00
75953	12/18/14	Time Warner Cable Media Inc.	10,203.40
75954	12/18/14	United Site Services Of America	18,066.02
75955	12/18/14	Universal Waste Systems, Inc.	5,192.25
75956	12/18/14	Verizon Wireless	1,378.24
75957	12/18/14	Willdan Geotechnical	1,100.00
75958	12/19/14	Candace Smith	100.00
75959	12/19/14	Harris Sound, Inc.	367.50
E14313237	12/19/14	CA Public Employees Retirement System	120,408.84
E8be49ee94	12/24/14	US Bank	77,031.81
E117998607	12/26/14	Ray Cammack Shows, Inc	41,492.60
75960	12/31/14	Adam Waugh	82.78
75961	12/31/14	American Express	975.40
75962	12/31/14	AT&T	2,753.66
75963	12/31/14	AT&T	100.00
75964	12/31/14	California Technology Agency	722.00
75965	12/31/14	California Fair Services Authority	1,628.81
75966	12/31/14	California Fair Services Authority	450.00
75967	12/31/14	CR&R Inc.	5,447.53
75968	12/31/14	CR&A Custom, Inc.	2,132.41
75969	12/31/14	Department of General Services	131.36
75970	12/31/14	Heider Engineering Services, Inc.	1,120.00
75971	12/31/14	Infinity Marketing Team	2,410.13

OC Fair & Event Center Accounts Payable Checks / Electronic Payments Summary December 2014			
Check No.	Date	Vendor Name	Amount
75972	12/31/14	International Assoc. Of Fairs & Expos.	1,600.00
75973	12/31/14	Manatt, Phelps & Phillips, LLP	6,044.15
75974	12/31/14	Mesa Water District	10,968.17
Total December AP Checks/Electronic Payments			987,680.73

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD DECEMBER 12, 2014**

1. CALL TO ORDER:

Chair Aitken called the meeting to order at 11:00 a.m.

2. MISSION STATEMENT:

Chair Aitken recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

Chair Aitken, Vice Chair Mouet, Director Tkaczyk, Director La Belle, Director Berardino, 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; Howard Sandler, OCFEC Director of Events; Janet Taylor, stenographer; Reggie Mundekis; Mike Robbins; Jeanine Robbins; Larry Sassone; Elaine Kumamoto, OCFEC Director of Finance; Nick Buffa, OCFEC; Robin Wachner, OCFEC Director of Communications;

5. CEO'S OPERATIONAL UPDATE

None

6. PUBLIC COMMENT

None

7. MINUTES:

None.

8. CONSENT CALENDAR

None.

9. GOVERNANCE PROCESS:

None.

10. CLOSED SESSION

Meeting adjourned to closed session at 11:01 a.m. and resumed at 11:12 a.m.

Chair Aitken announced that the Board voted to ratify the offer letter to Kathy Kramer to serve as CEO of the 32nd DAA.

Kramer then stated that she was honored to be selected for this position and looked forward to working with staff and stakeholders.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Vice Chair Mouet congratulated Director Nguyen for his election as Mayor of Garden Grove. He then complimented the CEO search and selection process.

Director Cervantes welcomed Kramer to the job.

Director Berardino congratulated Director Nguyen on his election as the Mayor of Garden Grove and welcomed the new Chief Executive Officer.

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

13. ADJOURNMENT

Meeting adjourned at 11:16 a.m.

Ashleigh Aitken, Chair

Doug Lofstrom, Chief Executive Officer

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD DECEMBER 18, 2014**

1. CALL TO ORDER:

Chair Aitken called the meeting to order at 9:04 a.m.

2. MISSION STATEMENT:

Chair Aitken recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

Chair Aitken, Vice Chair Aitken, Director Tkaczyk, Director La Belle, Director Berardino, 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; Kathy Kramer, OCFEC; Jeff Willson, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Johanna Svensson, OCFEC; Roger Grable, Manatt, Phelps & Phillips, LLP; Larry Sassone; Janet Taylor, stenographer; Bobby McDonald; Chuck Duggan; Bob Palazzalo; Beth Refakes; Jay Humphreys; Mike Robbins; Jeanine Robbins; Stewart Suchman, OCMP; Danika Wignall, CMPG; Clint Eastman, CPMG; Rich Pagel, Orange Coast College; Dr. Dennis Harkins, Orange Coast College; Jill Lloyd, OCMP; Theresa Sears; Ryan Miller, OCMP; Randall Keen, Manatt, Phelps & Phillips, LLP; Anthonio Gardea; Susan Meyer; Jack Lucas; Lisa Sabo; Debbie Leedham; Sarah Babovich

5. CEO'S OPERATIONAL UPDATE

Joan Hamill, OCFEC Director of Community Relations, announced that OCFEC was nominated for the annual Western Fairs Association Merrill Award for the rebranding of Imaginology.

Chair Aitken introduced Kathy Kramer, the incoming OCFEC CEO, who will start on January 5, 2015.

Doug Lofstrom, OCFEC CEO, commented upon the importance of being nominated for the Merrill Award but noted that the real accomplishment was the actual work that is being recognized.

Chair Aitken then spoke about the recent presentation to the OC Fair of the Founder's Legacy Award 2014 by Second Harvest Food Bank in recognition of the We Care Wednesday canned food drive.

Jerry Eldridge, OCFEC Director of Facilities, provided an update regarding the Pacific Amphitheatre Phase II construction project.

Director La Belle asked what the expected completion date in light of the recent weather. Eldridge answered that the revised timeline has not been provided.

Director La Belle asked whether the new seats would be installed by the 2015 OC Fair. Eldridge answered that he recommends that the seat project be launched post 2015 OC Fair so as not to rush the timeline.

Lofstrom then introduced Bobby McDonald, Vice Chair of the OC Veterans and Labor program, who thanked the Board of Directors for the Veterans + Labor Day event. He noted that he was looking forward to next year when they will recognize the 50th anniversary of the Vietnam War. He then mentioned that he had the opportunity to speak about the Veterans Exhibit before the Orange County Board of Supervisors. He then acknowledged the loss of Jack Hammett, Pearl Harbor survivor and former mayor of Costa Mesa.

Lofstrom then noted that the OC Fair had been voted the best festival of 2014 and the Pacific Amphitheatre had been voted best concert venue on OC Hot List.

Lofstrom mentioned that there will be a celebration of life for Jack Hammett in the Hangar Building.

6. PUBLIC COMMENT

Jeanine Robbins welcomed the new CEO, Kathy Kramer, and then spoke about the smoking policy research report presented at the November Board meeting. She asked that the Board review the letter provided in their packet before making any changes to OCFEC smoking policy.

Theresa Sears welcomed Kathy Kramer and then thanked the Board leadership for believing in the citizens who worked to stop the sale of fairgrounds. She spoke about the recent District Attorney's investigation

referring to it as a “white wash,” lacking credibility. She then spoke about the need to move forward.

Director Berardino stated that he agreed with everything Sears said and that it is particularly true that the organization needs to move forward. He then stated that the District Attorney was very clear about his focus when he ran for office and no one should be surprised at the result of the investigation. He then congratulated everyone for their hard work.

Reggie Mundekis thanked everyone for getting us to this point and welcomed Kathy Kramer, the new OC FEC CEO. She then noted that the Fair is just one component of the property. She then concurred with the comments of Sears and Director Berardino regarding the District Attorney’s report. She expressed her concerns about the Pacific Amphitheatre construction progress and working with CFFA.

Lisa Sabo welcomed Kathy Kramer, complimented Theresa Sears and Reggie Mundekis for their efforts regarding their efforts to halt the attempted sale of the fairgrounds, and invited Kramer out to the Equestrian Center.

7. MINUTES:

A. Board Meeting held November 20, 2014

Action Item

ACTION: Director Bagneris motioned and Director La Belle seconded to review and approve the minutes from the Board meeting held November 20, 2014. **MOTION PASSED WITH DIRECTOR BERARDINO AND DIRECTOR NGUYEN ABSTAINING.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-256-14CF; SA-003-15CF; SA-004-15CI

B. Amendments: SA-16-11SS (Amend. #3); SA-21-13AM (Amend. #1); SA-21-14GE (Amend. #1); SA-22-13PA (Amend. #1); SA-29-14PS (Amend. #1); SA-76-14TR (Amend. #1); SA-261-13PS (Amend. #2)

C. Interagency Agreements: SA-002-15IA

D. Letters of Understanding: none

E. Rental Agreements: R-099-14; R-236-14; R-240-14; R-244-14; R-245-14; R-247-14; R-021-15; R-022-15; R-023-15; R-024-15; R-033-15; R-034-15; R-040-15; R-046-15

F. Active Joint Powers Authority Agreements: none

G. 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. Mike Robbins (12/03/14) – Writing in response to discussion of the development of OCFEC smoking policy at the November 20, 2014 Board meeting.

ACTION: Vice Chair Mouet motioned and Director Cervantes seconded to review and approve the Consent Calendar with SA-004-15CI and the amendment to SA-021-14GE pulled for further discussion. **MOTION PASSED UNANIMOUSLY**

Sharon Augenstein, OCFEC CFO, explained that SA-004-15CI is a contract for carnival ride inspection services for Coulter and Associates, who were awarded the contract as a result of an RFP.

ACTION: Vice Chair Mouet motioned and Director Cervantes seconded to review and approve SA-004-15CI. **MOTION PASSED UNANIMOUSLY**

Lofstrom explained that the amendment to SA-021-14GE is to extend the length of the agreement with Kelly & Associates regarding the Organizational Needs Assessment. The amendment includes no additional dollars added to the agreement.

ACTION: Director Bagneris motioned and Director La Belle seconded to review and approve and the amendment to SA-021-14GE. **MOTION PASSED UNANIMOUSLY**

9. GOVERNANCE PROCESS:

Chair Aitken moved Item 9B ahead in the meeting.

B. Orange Coast College/OCFEC Parking Structure Update

i. Staff Update

ii. College Park Residents Presentation Information Item

Lofstrom provided an update noting that the Orange Coast College parking structure project was in the midst of the CEQA process and studies of the pedestrian bridge and traffic related to joint use of the

structure. It is anticipated that the CEQA process should be completed by March or April 2015. He then noted possible funding issues resulting in reviewing project priorities.

Sarah Babovich and Debbie Leedham discussed the concerns of the College Park residents regarding the proposed parking structure. They presented a list of questions and asked for a commitment to when OCFEC will respond to these questions.

Chair Aitken stated that OCFEC has worked hard to build a relationship with the neighbors and has no interest in damaging that reputation and staff would be responding to their questions.

Director Tkaczyk asked if they had presented these concerns to any other agencies. Babovich answered that these concerns had been voiced at an Orange Coast College meeting.

Director Tkaczyk noted that their proposed plan for an alternate location of the parking structure on the fairgrounds would wipe out the OC Market Place.

Vice Chair Mouet thanked them for their presentation and appreciated the community perspective on the project.

A. Committee/Task Force/Liaison Reports

Information Item

Vice Chair Mouet noted that the Centennial Farm Foundation will resume meetings in January.

Michele Richards, OCFEC Chief Business Development Officer, on behalf of the Workers Memorial Task Force stated that they will have a report in January but the project is moving forward.

Richards noted on behalf of the 2015 OC Fair City Liaison Committee that they will be hosting another Mayors' breakfast in anticipation of the 2015 OC Fair Cities Days.

Director Berardino on behalf of the Veterans Memorial Task Force noted that the project is moving forward and more information will follow at subsequent meetings.

Chair Aitken noted that the CEO Search Task Force has been disbanded with the appointment of Kathy Kramer to the position.

Director La Belle stated that the Legislative Monitoring Task Force

plans to get convene and put a strategy together in respect to the new legislative session in January.

Director Berardino noted that the California State Labor Federation is looking at legislation mandating prevailing wage for anyone conducting business on a state property.

C. Board and Executive Management Team Training Regarding the Bagley-Keene Act, Ethics Training, and Conflict of Interest – Presentation by Counsel
Information Item

Roger Grable introduced Randy Keen who provided the Board with a presentation regarding Conflicts of Interest, Gifts and the Bagley-Keen Act.

E. Appointment of Board Members to Committees and Task Forces by Board Chair
Information Item

Regarding committees and task forces Chair Aitken made the following appointments:

- Centennial Farm Foundation – Vice Chair Mouet and Director Bagneris
- Workers Memorial Task Force – Director Berardino and Chair Aitken
- Financial Monitoring Committee – Vice Chair Mouet and Director Bagneris
- 2015 OC Fair Liaison Committee - Director La Belle and Director Nguyen
- Veterans Memorial Task Force - Director Berardino and Director La Belle
- OCFEC Educational & Agricultural Foundation Task Force – Vice Chair Mouet and Director Bagneris
- Legislative Monitoring Task Force – Director Nguyen and Director Cervantes
- OCC/OCFEC Parking Structure Task Force - Director Tkaczyk and Director Ruiz
- Organizational Needs Assessment Task Force – Director La Belle and Director Ruiz
- OCFEC Tenant Relations Task Force – Director Tkaczyk and Director Berardino

F. Purchasing and Contracting Policy
Action Item

Lofstrom presented the staff report and recommendation.

ACTION: Director Bagneris motioned and Director Cervantes seconded to adopt the Division of Fairs & Expositions' recommendation to continue to follow State rules and regulations until new policies and procedures are developed, reviewed and approved by the Board, with one exception: approve the procurement of the Parking Operations truck directly from a local source rather than through the State Fleet process. **MOTION PASSED UNANIMOUSLY**

H. Discussion of Submitting Request to the Attorney General to Resume Representation of the Association

Action Item

Chair Aitken presented the report and recommendation.

Director Berardino noted that in light of inaction by the District Attorney's office, OCFEC should not pursue a forensic audit and move forward.

ACTION: Director Berardino motioned and Director La Belle seconded to eliminate the request for action for a forensic audit. **MOTION PASSED UNANIMOUSLY**

Related to requesting the Attorney General to resume representation of the Association, Director Berardino asked that the Board and staff discuss a cost-benefit analysis to determine whether or not the Association asks the Attorney General's office to return or maintain outside counsel.

Director La Belle concurred with the comments by Director Berardino.

Vice Chair Mouet asked that staff inquire with San Diego County Fair as to whether the Attorney General's office is still able to be as responsive to the Association's needs with staffing cut backs.

Chair Aitken asked that staff prepare a cost-benefit analysis related to legal services provided by the Attorney General's office and outside legal counsel for next month's meeting.

D. Review and Approve 2015 OCFEC Operating Budget & Capital / Major Projects Plan

Action Item

Lofstrom made introductory remarks related to the discussion of the 2015 Operating Budget including specific remarks related to pending RFPs and OCFEC's commitment to supporting smaller Fairs through sponsorship of Western Fairs Association and Maintenance Mania.

Augenstein presented the 2015 OCFEC Operating Budget & Capital/Major Projects plan and the staff recommendation.

Director Berardino asked about the capital contribution by RCS, the OC Fair carnival contractor, and spoke about how much private companies make operating on public lands. He asked that Chair Aitken provide direction to staff over the next 24 months to look into the pros and cons of an independent midway model as a means to generate more revenue for OCFEC.

Lofstrom then spoke about restricting funds for specific capital projects in 2015. He then provided a timeline regarding the development of the Veterans Memorial project.

Augenstein then continued with 2015 Capital/Major Project recommendations highlighting the Century Barn replacement, the Ranch Building remodel, and digital hand-held radio system upgrade.

Director Tkaczyk asked if the capital contribution as part of the Tel-Phil agreement was restricted to Market Place related improvements. Augenstein answered, no, the money is included in budgeted dollars without identifying how that money is spent

Augenstein then discussed the 2015 forecasted beginning cash position, revenue budget, and expense budget.

Richards then discussed 2015 gate admissions and promotions.

Reggie Mundekis thanked staff for the presentation and work staff put into the budget discussion. She then asked that the Board reconsider what trade organizations with which OFCEC is affiliated. She also suggested alternate ways to support smaller fairs instead of simply supporting Western Fairs Association.

Vice Chair Mouet stated that he was pleased with the budget and the capital project plan and that when we invest in the property we have to do so with the knowledge that this is a public asset and the funds are public funds.

Director La Belle said that staff did an outstanding job putting the budget together. He then asked that staff work towards completing the seat project by the 2015 OC Fair.

Jerry Eldridge, OCFEC Director of Facilities, discussed the complexities encountered regarding the seat replacement project and his concerns with the ability to complete the project by the start of the 2015 OC Fair.

ACTION: Director Bagneris motioned and Director Berardino seconded to review and approve 2015 OCFEC Operating Budget & Capital / Major Projects Plan. **MOTION PASSED UNANIMOUSLY**

Chair Aitken adjourned the meeting from 1:14 p.m. until 1:21 p.m.

G. Discussion of Establishment of Foundation for Fundraising Efforts

Action Item

Vice Chair Mouet stated that the intent of the discussion is to determine the best way to raise funds for projects on the fairgrounds. He stated that he is in favor of establishing a new foundation so as not to change the scope of Centennial Farm Foundation.

Director Bagneris stated that the purpose of establishing a foundation is to secure tax deductible donations and the Centennial Farm Foundation already serves this purpose. She continued that with a restricted account, the Centennial Farm Foundation can raise funds for the Veterans Memorial and other projects. She stated that she cannot support the creation of another foundation when one already exists.

Chair Aitken stated that despite any fundraising efforts by a foundation, the Veterans Exhibit is OCFEC's project and on a year to year basis, funding for this project will fall back upon OCFEC. She then discussed the possibility of expanding the scope of the Centennial Farm Foundation with a possible name change that reflects a new property wide mission, establishing various restricted accounts for specific projects on the property.

Director Bagneris advocated for working with the Centennial Farm Foundation to change their name, expand their focus and noted that, with restricted accounts, fundraising for the Veterans Exhibit could begin in January.

Chair Aitken expressed concern for the need to dedicate certain seats on the redefined Foundation Board for members of the veteran community.

Director Berardino discussed concerns regarding internal conflicts within an expanded Centennial Farm Foundation and with folding-in the Veterans Exhibit with other priorities instead of a dedicated foundation.

Director Cervantes suggested looking into the Orange County Foundation which operates as an umbrella for a multitude of subfunds.

Director La Belle spoke about the need to bring together a group of individuals who will raise money to not only build the facility but to fund the operation of the facility annually.

Vice Chair Mouet noted that it is one thing to construct a building but it is another thing to operate the facility.

Director Tkaczyk stated that with the budgeting of one million dollars for the Veterans Exhibit, the need for fundraising is not as necessary even though it will be appreciated.

Discussion continued.

Chair Aitken stated that she would like to have staff look into Orange County Foundation and whether the Board of Directors can rename and broaden the scope of the Centennial Farm Foundation.

Director Berardino asked for a staff report regarding equal funding for Centennial Farm and the Veterans Exhibit.

Director Tkaczyk stated that that will need to be discussed.

Director La Belle stated that he believed every Board member was working towards the success of the Veterans Exhibit and that there are people in the community who are ready to write a check supporting the exhibit and a mechanism needs to be established to allow them to do so.

Discussion continued.

Vice Chair Mouet stated that he sees value in the work already done towards establishing a new foundation but is interested in looking into Chair Aitken and Director Cervantes ideas.

Discussion continued.

Director La Belle asked that counsel bring back an analysis that identifies options related to creating a new foundation and the possibility of expanding the scope of the Centennial Farm Foundation.

Bob Palazzola stated that the veterans are looking to eliminate any obstacles towards a timely completion of the project. He then asked that the Board look into the expansion of the existing foundation and at other existing models.

Chair Aitken noted that initial costs for creating the exhibit may be higher than the continuing operation of the exhibit so to determine a budget allocation at this point doesn't make sense.

Discussion continued.

Chair Aitken directed staff to work with counsel to provide an analysis regarding different options related to establishing a property-wide foundation and whether the scope of the existing foundation can be expanded.

10. CLOSED SESSION

No closed session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle thanked Lofstrom for his service to OCFEC and all that he accomplished. He then thanked staff and welcomed Kramer.

Director Bagneris congratulated Director Nguyen for his election as Mayor of Garden Grove. She then welcomed Kramer and thanked Lofstrom for his work.

Director Tkaczyk echoed the previous statements and thanked Lofstrom for an exciting time while he was Board Chair.

Vice Chair Mouet wished everyone Feliz Navidad and Happy New Year and expressed his appreciation for Lofstrom and welcomed Kramer.

Director Cervantes wished everyone a Merry Christmas and a Happy New Year.

Director Berardino thanked Lofstrom for doing an outstanding job as CEO.

Chair Aitken echoed everyone's compliments for Lofstrom and thanked him for his guidance and leadership.

12. NEXT BOARD MEETING: THURSDAY, JANUARY 22, 2015

13. ADJOURNMENT

Meeting adjourned at 2:45 p.m.

Ashleigh Aitken, Chair

Doug Lofstrom, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
JANUARY 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-005-15ET	CWF, Inc. dba A1 Event & Party Rental	Event tenting, drapery and furniture rental services; contract value is \$1,877,700.00 with inclusion of option years	Year Round	02/01/15 - 01/31/17		\$731,900.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-22-14MA (Amend #2)	A & H Refrigeration, Inc.	Additional dollars for emergency HVAC repairs; contract value increased to \$28,134.24	Year Round	01/01/14 - 12/31/14		\$4,214.24
SA-27-14TR (Amend #1)	Williams Scotsman, Inc.	Rental campground trailer; extend contract termination date; contract value increased to \$16,080.00	Year Round	01/15/14 - 02/28/15		\$2,280.00

Interagency Agreements

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

Letters of Understanding

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

AGREEMENT NUMBER

SA-005-15ET

REGISTRATION NUMBER

1395798

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

CWF, INC. DBA A1 EVENT & PARTY RENTAL

2. The term of this Agreement is: **02/01/15** through **01/31/17** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this Agreement is: **\$731,900.00**
Not to exceed \$1,877,700.00 with inclusion of option years

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

Exhibit A – Scope of Work – **To provide event tenting, drapery and furniture rental services for the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Pages 1 – 14

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 15

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 16 – 19

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 20 – 23

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 24 – 26

Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement) Pages 27 – 38

Exhibit G – Equipment Safety Policy Page 39

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

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

CWF, INC. DBA A1 EVENT & PARTY RENTAL

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Rene Martinez, Vice President

ADDRESS

**251 E. Front Street, Covina, CA 91723
(626) 967-0500**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer**

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

Contractor shall provide event tenting, drapery and furniture rental services at a contracted rate for the duration of the Agreement per the Contracted Financial Proposal Bid Form (Exhibit F). The District cannot guarantee a minimum and/or maximum number of hours and/or project assignments. All scheduling of Contractor's services will be determined and managed by the District's Business Services Department and/or Fair Logistics Committee.

Contractor shall provide all equipment and materials necessary to perform their duties, except as specifically noted.

Contractor shall be responsible for furnishing services as follows:

A. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate per item, as indicated in Exhibit F – Contracted Financial Proposal Bid Form. All pricing shall include labor, delivery/fuel charges, equipment, installation, teardown and hole patching.
2. Contractor shall set up tenting equipment, drapery, furniture, and other equipment as specified by the District in buildings and outdoor areas, including the Pacific Amphitheatre and Action Sports Arena, as specified by the District.
3. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B.1 below, and deliver to the District. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
4. At teardown, Contractor shall patch all holes made in the asphalt by rental equipment. Hole patching shall be completed by filling hole(s) with sand or gravel to the top of soil substrate; filling remainder of the hole (depth of existing pavement) with cold patch asphalt and compacting to prevent sinking; and cleaning up all excess material.
5. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor shall supply a scissor lift(s) and/or forklift(s) along with any other equipment deemed necessary for the transportation, installation and removal of tents, awnings, furniture and exhibit décor. The cost associated for this equipment shall be included within the rental cost for each applicable item reflected herein on Exhibit F – Contracted Financial Proposal Bid Form.
6. Equipment categories (tent/canopy, pipe and drapery, and furniture), specifications (size, color), location, and tentative setup schedules will be received by Contractor a minimum of two (2) weeks prior to the setup of Imaginology and up to four (4) weeks prior to setup of the OC Fair. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes stated herein shall be implemented.
7. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, but are subject to final requirements. Tent colors are subject to final approval by District Management.
8. All tents and canopies must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. Staking may be used where approved by District Management. Base plates, weights, anchors or other items used to secure tents must be included in the cost of the canopy where staking is not permitted. Contractor shall be responsible for determining appropriate method to secure tenting and will be held liable for any issues resulting from the unsafe installation of tents and canopies.
9. The final layout of tents and canopies may vary for each event from year to year. The location and position of the equipment will be identified by District Management. It is Contractor's responsibility to ensure accurate placement.



EXHIBIT A – SCOPE OF WORK (CONT.)

10. The District cannot guarantee a minimum and/or maximum amount of any order. The actual final requirements will be contingent upon the term of the event, scheduling, exhibits, entertainment, available space, and varying theme established for each event.
11. The District may occasionally require items not listed herein. The District is to be billed at a rate no greater than the amount charged for similar items listed in Exhibit F – Contracted Financial Proposal Bid Form for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
12. The contracted “per item” rate in Exhibit F – Contracted Financial Proposal Bid Form will cover the entire rental period for the applicable event, either Imaginology or the annual OC Fair. If the District requests to keep the items beyond the agreed upon rental period, a daily or weekly rental fee, as applicable, will apply per Exhibit F – Contracted Financial Proposal Bid Form.
13. Daily/weekly rates shall be used to determine the fee/cost for any Year-Round Events and/or services requested. A Year-Round Event refers to any event taking place outside of the annual OC Fair and Imaginology events, for which the District requires services.
14. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, tents, etc., as requested by the District.
15. Upon contract execution, Contractor shall immediately begin an analysis and development of structures for the 2015 OC Fair; the placement of which must coincide with existing infrastructure and/or utilities.

B. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety.
3. All equipment must be clean and in excellent condition. The District reserves the right to approve the color, condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District.
4. All tents or canopies shall be clear span.
5. All chairs shall be heavy-duty commercial grade with a certified static weight capacity of three hundred pounds (300 lbs.) or more.
6. Hardware for each category must convey a quality image: clean; brushed aluminum or rust-free steel for structures; no visible tape or tape residue, or any other unsightly remnants.
7. All canvas or fabric for tents and canopies, and banjo cloth or velon for drapery must be in new or near new condition; free from fading, discoloration, or holes; and colors shall match consistently throughout applications and property locations.
8. Sidewalls, drops, tops, floor coverings and decorative materials shall be composed of flame-resistant material or treated with a flame retardant material in an approved manner. All materials used within the structures shall comply with the flame propagation performance criteria of NFPA 701.
9. All materials should display a flame certificate. If a certificate is not displayed, Contractor will be required to present proof that material is flame resistant upon demand by District Management and/or the California State Fire Marshal.



EXHIBIT A – SCOPE OF WORK (CONT.)

10. Exit signs shall be installed when occupant load is in excess of fifty (50) people and be of an approved self-luminous type supplied in the following manner:
 - a. For occupant loads of three hundred (300) or less, two (2) separate circuits, one (1) of which shall be separated from all other circuits; or
 - b. For occupant loads of three hundred (300) or more, two (2) separate sources of power, one (1) of which shall be an approved emergency system, shall be provided. Emergency systems shall be supplied from storage batteries or from the onsite generator set and system shall be installed in accordance with the California Electrical Code.
11. Exit doors shall swing in the direction of exit travel. To avoid hazardous air and pressure loss in air-supported membrane structures, such doors shall be automatic closing against operating pressures. Openings force at the door edge shall not exceed fifteen (15) pounds.
12. Every room or space that is an “Assembly Occupancy” shall have the occupant load of the room or space posted in a conspicuous place near the main exit or exit access doorway from the room or space. [CFC §1004.3]
13. Exits shall be spaced at approximately equal intervals around the perimeter of the temporary membrane structure or tent and shall be located such that all points are one hundred feet (100') or less from an exit. [CFC §2403.12.1]
14. Exits shall be provided in accordance with government standards and guidelines for safety.
15. Contractor shall be in compliance with California Fire Code and California Code of Regulations, Title 19.
16. All structures shall have California approved fire extinguishers as required by California State Law.

C. EVENT SETUP AND TEARDOWN

1. General Requirements
 - a. Labor
 - i. Labor shall include all travel, delivery, installation, and removal services.
 - ii. Typically, installation will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor shall ensure the delivery and installation schedule provided by the District is adhered to as specified. Contractor shall ensure equipment can be unloaded from the delivery truck(s) in the order and per the times detailed in the schedule. Deliveries shall occur in the order of the daily delivery schedule at or close to the scheduled delivery time. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily delivery and installation schedule.
 - iii. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of “regular” business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
 - b. Project/Site Manager
 - i. The Project/Site Manager shall be separate from the installation crew.



EXHIBIT A – SCOPE OF WORK (CONT.)

- ii. This individual shall be onsite for all delivery/installation days approximately two (2) weeks prior to the OC Fair as well as three (3) days following the close of the OC Fair to supervise setup and teardown, respectively. The District may also require the Project/Site Manager to be onsite for significant deliveries/installations/removals taking place during the OC Fair. The final schedule of required days onsite will be approved by the District prior to the arrival of the Project/Site Manager, and may be modified as determined necessary by the District.
 - iii. The Project/Site Manager shall check in daily with appointed District personnel, and shall have knowledge of the daily project schedule and update District staff as appropriate.
 - iv. Project/Site Manager shall utilize District-provided office space and radio while onsite performing the services of this contract.
 - v. The District shall be billed based upon a daily rate inclusive of all time and expenses per Exhibit F – Contracted Financial Proposal Bid Form. When the Project/Site Manager is onsite for installation or removal purposes, the District expects a full day's work and the District will pay a daily rate for these efforts. The District will also allow the Project/Site Manager to work half-day if the delivery schedule will allow. In this case, the District shall be charged one-half the daily rate.
 - vi. Charges for the Project/Site Manager shall only be billed to the District for work performed onsite and in the direct capacity of supervising delivery, installation, and removal services. The District shall not be charged for pre or post-Fair meetings attended by the Project/Site Manager or any of Contractor's employees.
 - vii. During the term of this Agreement, the District shall retain the right to modify the Project/Site Manager's existing duties and/or eliminate the role entirely.
- c. Check-In and Check-Out
- i. All services, including, but not limited to, delivery, installation and removal shall be coordinated through the District's designated personnel. Specifically:
 - 1. Contractor shall communicate with the personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while drivers and/or installation crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed;
 - 2. Contractor's driver(s) shall sign in with the District personnel and present a copy of the dispatch ticket reflecting the driver's name prior to delivering any equipment;
 - 3. Contractor shall allow District personnel to visually examine equipment at time of delivery to confirm equipment has been clearly marked with Contractor's company name and/or logo, are in proper operating condition, and are maintained and cleaned in a professional, like-new/gently used condition. Photos provided by Contractor shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph B.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor;
 - 4. Contractor shall maintain delivery/pick-up log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity delivered by Contractor. This log/mechanism shall be signed by the District representative who receives/accepts and/or returns the items;
 - 5. The District retains the right to audit Contractor for adherence to these procedures at any time during the term of the contract; and



EXHIBIT A – SCOPE OF WORK (CONT.)

6. The District retains the right to modify these procedures in any way during the term of the contract to ensure accuracy of the billing for services received.

ii. When Project/Site Manager (see Paragraph C.1.b above) is onsite, he/she shall be the sole point of contact for checking in and out with assigned District personnel.

2. Imaginology

Contractor shall provide tenting, drapery, furniture, and other equipment rentals for the annual Imaginology event. Setup generally begins two (2) weeks prior to the event and teardown begins the day after the event closes. Contractor is allowed up to three (3) days for completion of teardown.

The schedules for the 2015 Imaginology and subsequent annual Imaginology events shall be developed annually and will change from year to year based on dates of the event, quantity, dimensions, and locations of equipment, etc.

3. Annual OC Fair

Contractor shall be required to provide tenting, drapery, furniture and other equipment rentals for the annual OC Fair each July. Setup generally begins four (4) weeks prior to the event and teardown begins the day after the event closes. Contractor must supply a Project/Site Manager (see Paragraph C.1.b above) for a minimum of two (2) weeks during setup or as specified by the District. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. In addition, smaller events occur inside the OC Fair which require Contractor to setup and/or teardown rental equipment approximately fifteen (15) days or more during the OC Fair.

The schedules for the 2015 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on dates of the event, quantity, dimensions, and locations of equipment, etc.

Contractor shall notify the District if/when temporary outdoor storage is required during installation and removal periods. Storage shall be located either onsite or at a nearby offsite location, as determined necessary by the District. The size of the requested temporary storage location shall be mutually agreed to prior to the annual OC Fair based upon Contractor's anticipated space needs. Contractor is responsible for securing the storage area and/or facility by utilizing fencing, storage containers or a box truck. The District shall not be charged for any equipment utilized to set up and/or secure this area.

D. ORDER MANAGEMENT

1. Contractor shall follow the District's schedule, which shall be provided in an Excel spreadsheet, or other such report, and contains equipment categories (tent/canopy, pipe and drapery, and furniture), specifications (size, color), location, and tentative setup.
2. Contractor shall generate order sheets based upon the information contained in the District's schedule and input their corresponding order number into said spreadsheet, or other such report, for each line item. Contractor shall supply the District with a binder containing all order sheets separated and tabbed by date of delivery.
3. Contractor shall attend at a mutually agreeable time a Pre-Imaginology/Pre-Fair meeting with District personnel to review an order in its entirety. Contractor shall also attend a Post-Imaginology/Post-Fair meeting to discuss opportunities and expectations for the following year.
4. Contractor shall communicate with District personnel who are authorized to request changes, corrections and/or additions to the scheduled order. These authorized individuals shall be the only points of contact, and Contractor shall not accept instructions from or convey information to anyone not listed. The District and Contractor shall establish the process for change orders after award of the contract and prior to the first event.



EXHIBIT A – SCOPE OF WORK (CONT.)

E. EQUIPMENT DEFINITIONS AND INSTRUCTIONS

The below equipment list identifies the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be used at each event.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described herein shall be included in the rental/installation pricing listed in Exhibit F – Contracted Financial Proposal Bid Form, as applicable. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers for tents, all anchoring mechanisms, or any other items necessary to secure pipe/drapery to prevent tipping or collapse and to secure tents where staking is not permitted, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fee (explain in detail), if applicable. Replacement costs for equipment, as applicable, have been provided in Exhibit F – Contracted Financial Proposal Bid Form.

The first and second contract years shall have fixed pricing. If, at the sole discretion of the District, a contract renewal option is exercised, Contractor may request a rate increase. Such request for increase(s) shall be supported by a detailed explanation and documentation of need. The District retains the right to accept, negotiate or reject any request for increase. If an increase is approved, it will be no more than the percentage increase as listed for each option year in Exhibit F – Contracted Financial Proposal Bid Form. The resulting negotiated cost schedule shall be incorporated as an attachment to the contract amendment. Contractor has stated a potential option year increase of one percent (1%), two percent (2%), and two (2%) percent, respectively. If Contractor does not submit an official percentage increase request to the District's Business Services Supervisor prior to the conclusion of the current contracted year, the District will consider the costs proposed for the first and second years to remain in effect for the option year(s), as applicable.

All equipment must be supplied per District specifications. Colors may not be substituted without the express approval of the District personnel authorized to make such changes as noted in Paragraph D.4. Below are the current requirements for each item; however, at its sole discretion, the District retains the right to add, modify, or remove items, as necessary:

1. Canopies/Tents – Canopies shall be available in eight-foot (8') and ten-foot (10') heights and in a variety of dimensions and colors. Typical color requirements include red/white, blue/white, green/white, yellow/white and white. On occasion mesh canopies are requested. All canopies/tents must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. In many areas staking may be used. In areas that cannot be staked, Contractor shall provide base plates, weights, anchors or other items used to secure tents and must be included in the cost of the canopy where staking is not permitted.

Contractor shall charge a "per unit" cost on all canopies/tents where sizes are indicated.

2. Structures – The District typically utilizes square or rectangular structures; however, octagonal and round structures are required on occasion based on the needs of the event. Please note that a structure is different than a canopy or tent in that its construction consists of steel beams and skins. Skins are pulled taut between each beam. All structures shall be clear span.

Contractor shall charge a "per square foot" cost, which shall include side filler panels and end panels.

3. Vinyl/Mesh Wall – The District requires wall installation on canopies, fencing, and as freestanding wall. Some canopy and freestanding wall types shall be installed "fixed" and some shall be installed such that they can slide open and closed. Wall types shall be available in three-foot (3'), six-foot (6'), eight-foot (8') and ten-foot (10') heights, and in a variety of colors. Typical color requirements include red/white, blue/white, green/white, yellow/white and white. The majority of the wall requested will be vinyl; however, the District may request mesh/screen wall on occasion.

Contractor shall charge a "per linear foot" cost for each type of wall and sliding cable.



EXHIBIT A – SCOPE OF WORK (CONT.)

4. Drapery ("Pipe & Drape") – The District utilizes velon and banjo cloth pipe and drape. Pipe and drape may be setup/configured in L-shapes, straight runs, and standard and custom booth configurations.

Pipe and drape booths are typically configured with eight-foot (8') high rear walls and three-foot (3') high sidewalls. On occasion, pipe and drape booths are requested with eight-foot (8') high rear walls and eight-foot (8') high side walls.

Drapery shall consistently fall at the same length for all applications. Contractor is responsible for ensuring pipe and drape is secured in a safe manner to prevent tipping or collapse and will be held liable for any issues resulting from the unsafe installation of pipe and drape.

Contractor shall charge a "per unit" cost for pipe and drape booths. Contractor shall charge a per linear foot cost for L-shapes, straight runs, and other custom configurations. A fully enclosed booth shall be considered a "custom configuration."

5. Seating – The District requires Samsonite-type plastic folding chairs in a variety of colors, including, but not limited to, black, blue, sand, and white. Bar stools shall be black, upholstered and contain a backrest. Wood chairs shall be available in black and white and have padded seats. Banquet chairs shall be stackable and available in a variety of colors, including, but not limited to, black.

Contractor shall charge a "per unit" cost for each type of seat indicated.

6. Lighting – Lighting shall be available in general lighting (i.e. 500 watt quartz, 400 watt halide, etc.). Fixtures shall be consistent in both product and appearance. Fluorescent lighting is not acceptable. Note: Contractor responsible to supply cords for lighting and drop to ground only. The District is responsible for hook-up.

Contractor shall charge a "per square foot" cost on lighting.

7. Floor Covering – Astroturf shall be available in a variety of colors, including, but not limited to, blue, black, green, red and tan. Carpeting shall be available in a variety of colors including, but not limited to, black and charcoal gray.

Contractor shall charge a "per square foot" cost on floor covering.

8. Tables and Table Covers – The District orders rectangular tables, rectangular trestle tables, round tables, quarter round tables, and half round tables. Rectangular tables are most commonly ordered in four-foot (4'), six-foot (6'), and eight-foot (8') lengths. Tables shall be constructed of a durable wood material. Rectangular tables shall be 30" wide and trestle tables shall be 15" wide.

Table covers shall be available in a variety of colors, including, but not limited to blue, black, green, red and white. Table covers are ordered in velon, heavy-duty vinyl, and cloth material. Table covers are expected to reach the floor on all sides unless otherwise specified.

Contractor shall charge a "per unit" cost for each type of table indicated. Contractor shall charge a "per set" (four (4) per set) cost for extension legs. Contractor shall charge "per unit" purchase price for velon and vinyl material table covers. Contractor shall charge "per unit" rental cost for cloth material table covers.

9. Stanchions – Stanchions may be requested in plastic or chrome with a plastic chain or a velour rope.

Contractor shall charge a "per unit" cost on each stanchion base, chrome and plastic. Bid a "per linear foot" cost on the plastic chain and velour rope.

10. Chrome Garment Racks – Chrome garment racks must be sturdy and contain wheels for easy portability.

Contractor shall charge a "per unit" cost for this item.



EXHIBIT A – SCOPE OF WORK (CONT.)

11. Picket Fencing – Picket fencing must be provided in three-foot (3') high x eight-foot (8') long sections, constructed of wood and painted white.

Contractor shall charge a "per unit" cost for this item.

12. Items Not Listed – Any item not listed herein, but required by Contractor in the performance of the services described herein shall be charged at a price equivalent to the costs listed in Exhibit F and agreed upon by the District prior to delivery, installation and/or removal.

F. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 610 General Terms and Conditions, and Exhibit E – Insurance Requirements, which are made part of this contract.

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Quality Assurance Review

The District shall require the awarded Contractor to undergo a Quality Assurance Review ("Review") which shall entail the setup and installation of a 10' x 10' tent/canopy with lighting. This Review will allow the District to gauge Contractor's understanding of the District's requirements, and Contractor's ability to meet the District's standards for equipment quality and installation safety. At the conclusion of the review, the District will communicate any findings and/or deficiencies in services to Contractor. Contractor shall be responsive to such findings and implement necessary and appropriate actions which will ensure future compliance prior to or at the first event. Together with any implemented actions, the equipment utilized and installation services performed during the Review shall be representative of the equipment used and services performed by Contractor for all installations at all future events. This Review does not in any way obviate Contractor's liability to ensure all future equipment is installed in a safe and secure manner, including ensuring items are properly setup, weighted, attached, etc. Further, the District shall not assume liability in the event Contractor's equipment fails to be installed in a safe and secure manner. The District reserves the right to request additional safety measures and actions at any time. The Review is expected to take place in January 2015 upon contract award or shortly thereafter as mutually agreed. If possible, the Review shall take place at an active event supported by Contractor for which tenting and/or structures are installed. Contractor shall provide the District with a list of active events being serviced by Contractor that would enable the Review. If there are no active events to visit, Contractor will set up and install a tent/canopy at the OC Fair & Event Center or at Contractor's place of business, as mutually agreed upon by the District and Contractor. Any such installation required for the Quality Assurance Review shall be at Contractor's expense.

4. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's Equipment Safety Policy (attached as Exhibit G) at all times.



EXHIBIT A – SCOPE OF WORK (CONT.)

5. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete the Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older.

6. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

7. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

8. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

9. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

10. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

11. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

12. Uniforms and Personnel

Assigned personnel shall wear matching uniform shirts with Contractor's company name and logo, and uniform pants. Uniform shirts must have sleeves and be worn with the tails or shirt ends tucked in to the uniform pants. Pants may not be sagging. If a hat is worn, it must have the Contractor's company name and/or logo. Contractor's company name, logo, and employee's name on the uniform shirt must be visible. Uniforms shall not be torn, tattered, or so soiled as to become dangerous to wearer. The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.



EXHIBIT A – SCOPE OF WORK (CONT.)

13. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed.

14. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

15. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered. Charges for Project/Site Manager shall be based upon a daily rate and shall include the actual date(s) worked, and shift start and end times.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

16. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

17. Pricing/Contracted Financial Proposal Bid Form

The Contracted Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as listed on the Contracted Financial Proposal Bid Form.

18. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

19. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.



EXHIBIT A – SCOPE OF WORK (CONT.)

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth herein.

20. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

21. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

22. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

23. Termination

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.

24. Anticipated Contract Term

The term of the Tenting, Drapery and Furniture Rental Services contract shall be from February 1, 2015 through January 31, 2017 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Event Tenting, Drapery and Furniture Rental Services, TR-07-14, dated October 31, 2014, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor's proposal for Event Tenting, Drapery and Furniture Rental Services, TR-07-14, dated November 20, 2014, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.
4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide equipment categories (tent/canopy, pipe and drapery, and furniture), specifications (size, color), location, and tentative delivery/installation schedule to Contractor a minimum of two (2) weeks prior to the setup of Imaginology and up to four (4) weeks prior to setup of the OC Fair. The information shall be conveyed utilizing an Excel spreadsheet format or other such reporting mechanism.
2. To provide office space and a radio for the Project/Site Manager while onsite performing the services of this contract.
3. To provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Further, these personnel shall be solely authorized to request changes, corrections and/or additions to the scheduled order.
4. To visually examine delivery of equipment to confirm equipment has been clearly marked with Contractor's company name and/or logo, are in proper operating condition, and are maintained and cleaned in a professional, like-new/gently used condition.
5. If required by Contractor during installation and removal periods, the District shall provide temporary outdoor storage either onsite or at a nearby offsite location. The size of the requested temporary storage location shall be mutually agreed to prior to the annual OC Fair based upon Contractor's anticipated space needs. Contractor is responsible for securing the storage area and/or facility by utilizing fencing, storage containers or a box truck. The District shall not be charged for any equipment utilized to set up and/or secure this area.
6. To allow Contractor access to the District's property as needed.
7. The term of this contract is from February 1, 2015 – January 31, 2017, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
8. To pay Contractor a total amount not to exceed ONE MILLION EIGHT HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$1,877,700.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES (CONT.):

9. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Event Tenting, Drapery and Furniture Rental Services	
02/01/15 – 01/31/16	\$365,950.00
02/01/16 – 01/31/17	\$365,950.00
02/01/17 – 01/31/18	\$372,704.00
02/01/18 – 01/31/19	\$383,018.00
02/01/19 – 01/31/20	\$390,078.00
ESTIMATED FIVE YEAR TOTAL	\$1,877,700.00

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45130;
4. Event name;
5. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
6. Name of Project/Site Manager with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

Billing should reflect the actual work performed, at the rate indicated on this Contracted Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.). The OC Fair is currently a 23-day event and proposed costs should reflect the entire rental period, although all equipment will not necessarily be utilized for the entire duration of the event.

PRICING FOR: OC FAIR

February 1, 2015 - January 31, 2017							
Style	Size	Unit of Measure	Estimated Quantity	x	Unit Cost OC Fair	=	OC Fair Total
Tents/Canopies							
Entrance Unit	10 x 10 x 10	Each	6	x	\$ 290.00	=	\$ 1,740.00
Entrance Unit	10 x 20 x 10	Each	1	x	\$ 580.00	=	\$ 580.00
Entrance Unit	10 x 30 x 10	Each	2	x	\$ 870.00	=	\$ 1,740.00
Entrance Unit	10 x 40 x 10	Each	1	x	\$ 1,120.00	=	\$ 1,120.00
Festival	10 x 10	Each	80	x	\$ 90.00	=	\$ 7,200.00
Festival	10 x 15	Each	25	x	\$ 140.00	=	\$ 3,500.00
Festival	10 x 20	Each	30	x	\$ 180.00	=	\$ 5,400.00
Festival	10 x 30	Each	10	x	\$ 270.00	=	\$ 2,700.00
Festival	15 x 15	Each	30	x	\$ 210.00	=	\$ 6,300.00
Festival	15 x 20	Each	8	x	\$ 285.00	=	\$ 2,280.00
Festival	15 x 30	Each	5	x	\$ 425.00	=	\$ 2,125.00
Festival	20 x 20	Each	35	x	\$ 340.00	=	\$ 11,900.00
Festival	20 x 30	Each	5	x	\$ 500.00	=	\$ 2,500.00
Festival	20 x 40	Each	2	x	\$ 680.00	=	\$ 1,360.00
Festival	20 x 60	Each	3	x	\$ 1,020.00	=	\$ 3,060.00
Festival	30 x 50	Each	3	x	\$ 1,400.00	=	\$ 4,200.00
Frame	10 x 10	Each	3	x	\$ 90.00	=	\$ 270.00
Frame	10 x 15	Each	1	x	\$ 140.00	=	\$ 140.00
Frame	10 x 20	Each	6	x	\$ 180.00	=	\$ 1,080.00
Frame	10 x 30	Each	1	x	\$ 270.00	=	\$ 270.00
Frame	15 x 15	Each	3	x	\$ 210.00	=	\$ 630.00
Frame	20 x 20	Each	5	x	\$ 340.00	=	\$ 1,700.00
Frame	20 x 30	Each	2	x	\$ 500.00	=	\$ 1,000.00
Frame	30 x 30	Each	1	x	\$ 855.00	=	\$ 855.00
Frame	30 x 40	Each	1	x	\$ 1,140.00	=	\$ 1,140.00
Frame	30 x 60	Each	5	x	\$ 1,700.00	=	\$ 8,500.00
Frame	40 x 60	Each	1	x	\$ 2,280.00	=	\$ 2,280.00
Frame	50 x 50	Each	1	x	\$ 2,350.00	=	\$ 2,350.00

Structures							
Structure	80' x 60'	Each	3	x	\$ 6,000.00	=	\$ 18,000.00
Structure	80' x 120'	Each	1	x	\$ 9,000.00	=	\$ 9,000.00
Structure	100' x 100'	Each	1	x	\$ 14,000.00	=	\$ 14,000.00
Structure	120' x 60'	Each	1	x	\$ 10,400.00	=	\$ 10,400.00

Vinyl Wall							
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	7,500	x	\$ 1.50	=	\$ 11,250.00
Fence	3', 6', 8', 10' Heights	Linear Foot	9,000	x	\$ 1.50	=	\$ 13,500.00
Freestanding	3', 6', 8', 10' Heights	Linear Foot	2,500	x	\$ 3.00	=	\$ 7,500.00
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	300	x	\$ 4.00	=	\$ 1,200.00
Sliding Cable	N/A	Linear Foot	3,500	x	\$ 1.50	=	\$ 5,250.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

Billing should reflect the actual work performed, at the rate indicated on this Contracted Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.). The OC Fair is currently a 23-day event and proposed costs should reflect the entire rental period, although all equipment will not necessarily be utilized for the entire duration of the event.

PRICING FOR: OC FAIR (CONT.)

February 1, 2015 - January 31, 2017							
Style	Size	Unit of Measure	Estimated Quantity	x	Unit Cost OC Fair	=	OC Fair Total
Pipe & Drape							
Banjo Cloth Booth	10' x 10'	Each	15	x	\$ 25.00	=	\$ 375.00
Banjo Cloth Booth	10' x 20'	Each	15	x	\$ 40.00	=	\$ 600.00
Banjo Cloth Booth	10' x 30'	Each	15	x	\$ 55.00	=	\$ 825.00
Velon Booth	10' x 8'	Each	75	x	\$ 70.00	=	\$ 5,250.00
Velon Booth	20' x 8'	Each	50	x	\$ 90.00	=	\$ 4,500.00
Velon Booth	30' x 8'	Each	5	x	\$ 110.00	=	\$ 550.00
Velon Booth	10' x 10'	Each	50	x	\$ 70.00	=	\$ 3,500.00
Velon Booth	10' x 20'	Each	35	x	\$ 90.00	=	\$ 3,150.00
Velon Booth	10' x 30'	Each	10	x	\$ 110.00	=	\$ 1,100.00
Velon Booth	10' x 16'	Each	10	x	\$ 110.00	=	\$ 1,100.00
Velon Booth	20' x 16'	Each	5	x	\$ 130.00	=	\$ 650.00
Velon Booth	20' x 20'	Each	5	x	\$ 130.00	=	\$ 650.00
Banjo Cloth	3' to 8' Heights	Linear Foot	400	x	\$ 3.00	=	\$ 1,200.00
Velon	3' to 8' Heights	Linear Foot	600	x	\$ 6.00	=	\$ 3,600.00

Seating							
Samsonite Chairs	Min. 300 lb. Capacity	Each	3,500	x	\$ 1.00	=	\$ 3,500.00
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	2,500	x	\$ 1.60	=	\$ 4,000.00
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	1,000	x	\$ 15.00	=	\$ 15,000.00
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	50	x	\$ 2.50	=	\$ 125.00
White Wood With Padded Seat	Min. 300 lb. Capacity	Each	650	x	\$ 2.50	=	\$ 1,625.00
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	325	x	\$ 12.00	=	\$ 3,900.00

Lighting							
General	N/A	Square Foot	135,000	x	\$ 0.15	=	\$ 20,250.00

Floor Covering							
Astroturf	N/A	Square Foot	9,000	x	\$ 0.60	=	\$ 5,400.00
Carpet	N/A	Square Foot	6,000	x	\$ 1.00	=	\$ 6,000.00
Parquet Dance Floor	N/A	Square Foot	400	x	\$ 1.50	=	\$ 600.00
Wooden Lay Down Floor	N/A	Square Foot	400	x	\$ 1.50	=	\$ 600.00

Tables (Bare)							
Rectangular	4'	Each	10	x	\$ 14.00	=	\$ 140.00
Rectangular	6'	Each	75	x	\$ 14.00	=	\$ 1,050.00
Rectangular	8'	Each	300	x	\$ 15.00	=	\$ 4,500.00
Trestle	4'	Each	40	x	\$ 14.00	=	\$ 560.00
Trestle	6'	Each	40	x	\$ 14.00	=	\$ 560.00
Round (30" tall)	48"	Each	15	x	\$ 13.00	=	\$ 195.00
Round (40" tall)	30" Bare	Each	60	x	\$ 14.00	=	\$ 840.00
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	2	x	\$ 5.00	=	\$ 10.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

Billing should reflect the actual work performed, at the rate indicated on this Contracted Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.). The OC Fair is currently a 23-day event and proposed costs should reflect the entire rental period, although all equipment will not necessarily be utilized for the entire duration of the event.

PRICING FOR: OC FAIR (CONT.)

February 1, 2015 - January 31, 2017							
Style	Size	Unit of Measure	Estimated Quantity	x	Unit Cost OC Fair	=	OC Fair Total
Table Covers (Purchase Price for Velon Covers, Rental for Linen)							
Rectangular - Velon Top Only (Purchase)	4'	Each	10	x	\$ 7.00	=	\$ 70.00
Rectangular - Velon Top Only (Purchase)	6'	Each	55	x	\$ 9.00	=	\$ 495.00
Rectangular - Velon Top Only (Purchase)	8'	Each	110	x	\$ 10.00	=	\$ 1,100.00
Trestle - Velon Top Only (Purchase)	4'	Each	40	x	\$ 15.00	=	\$ 600.00
Trestle - Velon Top Only (Purchase)	6'	Each	40	x	\$ 25.00	=	\$ 1,000.00
Rectangular - Velon Top & Skirt (Purchase)	4'	Each	10	x	\$ 20.00	=	\$ 200.00
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	85	x	\$ 25.00	=	\$ 2,125.00
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	220	x	\$ 30.00	=	\$ 6,600.00
Trestle - Velon Top & Skirt (Purchase)	4'	Each	10	x	\$ 25.00	=	\$ 250.00
Trestle - Velon Top & Skirt (Purchase)	6'	Each	10	x	\$ 30.00	=	\$ 300.00
Round (30" Tall) (Rental)	90" Linen Table Cover	Each	30	x	\$ 10.00	=	\$ 300.00
Round (30" Tall) (Rental)	120" Linen Table Cover	Each	30	x	\$ 15.00	=	\$ 450.00

Stanchions							
Chrome	N/A	Each	15	x	\$ 8.00	=	\$ 120.00
Plastic	N/A	Each	45	x	\$ 5.00	=	\$ 225.00
Plastic Chain	N/A	Linear Foot	450	x	\$ 0.50	=	\$ 225.00
Velour Rope	N/A	Linear Foot	125	x	\$ 5.00	=	\$ 625.00

Additional Items							
Chrome Garment Racks	N/A	Each	15	x	\$ 25.00	=	\$ 375.00
Industrial Fans (3' Diameter)	N/A	Each	50	x	\$ 75.00	=	\$ 3,750.00
Picket Fence	3' x 8'	Each	40	x	\$ 25.00	=	\$ 1,000.00

Project/Site Manager							
Project/Site Manager	N/A	Day	20	x	\$ 350.00	=	\$ 7,000.00

	% Increase	OC Fair Total
ESTIMATED 2015	N/A	\$ 290,735.00
ESTIMATED 2016	N/A	\$ 290,735.00
ESTIMATED 2017	1.00%	\$ 293,642.35
ESTIMATED 2018	2.00%	\$ 299,515.20
ESTIMATED 2019	2.00%	\$ 305,505.50
OC FAIR 2015-2019 GRAND TOTAL		\$ 1,480,133.05



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

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PRICING FOR: IMAGINOLOGY

February 1, 2015 - January 31, 2017						
Style	Size	Unit of Measure	Estimated Quantity	x	Unit Cost Imaginology	= Imaginology Total
Tents/Canopies						
Festival	10 x 20	Each	17	x	\$ 180.00	= \$ 3,060.00
Festival	10 x 30	Each	3	x	\$ 270.00	= \$ 810.00
Festival	20 x 20	Each	3	x	\$ 200.00	= \$ 600.00
Festival	20 x 40	Each	2	x	\$ 800.00	= \$ 1,600.00
Festival	30 x 30	Each	1	x	\$ 450.00	= \$ 450.00

Vinyl Wall						
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	1,200	x	\$ 1.50	= \$ 1,800.00
Fence	3', 6', 8', 10' Heights	Linear Foot	1,000	x	\$ 1.50	= \$ 1,500.00
Freestanding	3', 6', 8', 10' Heights	Linear Foot	1,000	x	\$ 3.00	= \$ 3,000.00
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	250	x	\$ 4.00	= \$ 1,000.00
Sliding Cable	N/A	Linear Foot	250	x	\$ 1.50	= \$ 375.00

Pipe & Drape						
Banjo Cloth Booth	10' x 10'	Each	10	x	\$ 25.00	= \$ 250.00
Banjo Cloth Booth	10' x 20'	Each	10	x	\$ 40.00	= \$ 400.00
Velon Booth	10' x 10'	Each	15	x	\$ 70.00	= \$ 1,050.00
Velon Booth	10' x 20'	Each	5	x	\$ 90.00	= \$ 450.00
Banjo Cloth	3' to 8' High	Linear Foot	1500	x	\$ 3.00	= \$ 4,500.00
Velon	3' to 8' High	Linear Foot	550	x	\$ 6.00	= \$ 3,300.00

Seating						
Samsonite Chairs	Min. 300 lb. Capacity	Each	655	x	\$ 1.00	= \$ 655.00
Banquet Chairs	Min. 300 lb. Capacity	Each	180	x	\$ 12.00	= \$ 2,160.00

Lighting						
General	N/A	Square Foot	15,000	x	\$ 0.15	= \$ 2,250.00

Floor Covering						
Astroturf	N/A	Square Foot	2,500	x	\$ 0.60	= \$ 1,500.00
Carpet	N/A	Square Foot	2,500	x	\$ 1.00	= \$ 2,500.00
Parquet Dance Floor	N/A	Square Foot	400	x	\$ 1.50	= \$ 600.00
Wooden Lay Down Floor	N/A	Square Foot	400	x	\$ 1.25	= \$ 500.00

Tables (Bare)						
Rectangular	4'	Each	20	x	\$ 14.00	= \$ 280.00
Rectangular	6'	Each	20	x	\$ 14.00	= \$ 280.00
Rectangular	8'	Each	185	x	\$ 15.00	= \$ 2,775.00
Trestle	4'	Each	20	x	\$ 14.00	= \$ 280.00
Trestle	6'	Each	20	x	\$ 14.00	= \$ 280.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Contracted Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.). Imaginology is currently a 3-day event and proposed costs should reflect the entire rental period.

PRICING FOR: IMAGINOLOGY (CONT.)

February 1, 2015 - January 31, 2017						
Style	Size	Unit of Measure	Estimated Quantity	x	Unit Cost Imaginology	= Imaginology Total
Table Covers (Purchase Price)						
Rectangular - Velon Top Only (Purchase)	8'	Each	5	x	\$ 7.00	= \$ 35.00
Trestle - Velon Top Only (Purchase)	4'	Each	20	x	\$ 25.00	= \$ 500.00
Rectangular - Velon Top & Skirt (Purchase)	6'	Each	35	x	\$ 25.00	= \$ 875.00
Rectangular - Velon Top & Skirt (Purchase)	8'	Each	185	x	\$ 30.00	= \$ 5,550.00

Additional Items						
Chrome Garment Racks	N/A	Each	2	x	\$ 25.00	= \$ 50.00

	% Increase	OC Fair Total
ESTIMATED 2015	N/A	\$ 45,215.00
ESTIMATED 2016	N/A	\$ 45,215.00
ESTIMATED 2017	1.00%	\$ 45,667.15
ESTIMATED 2018	2.00%	\$ 46,580.49
ESTIMATED 2019	2.00%	\$ 47,512.10
IMAGINOLOGY 2015-2019 GRAND TOTAL		\$ 230,189.75



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

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**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Tents/Canopies					
Entrance Unit	10 x 10 x 8	Each	\$ 290.00	\$ 290.00	
Entrance Unit	10 x 10 x 10	Each	\$ 290.00	\$ 290.00	
Entrance Unit	10 x 20 x 10	Each	\$ 580.00	\$ 580.00	
Entrance Unit	10 x 30 x 10	Each	\$ 870.00	\$ 870.00	
Entrance Unit	10 x 40 x 10	Each	\$ 1,120.00	\$ 1,120.00	
Entrance Unit	10 x 60 x 10	Each	\$ 1,740.00	\$ 1,740.00	
Festival	10 x 10	Each	\$ 90.00	\$ 90.00	
Festival	10 x 15	Each	\$ 140.00	\$ 140.00	
Festival	10 x 20	Each	\$ 180.00	\$ 180.00	
Festival	10 x 30	Each	\$ 270.00	\$ 270.00	
Festival	10 x 40	Each	\$ 360.00	\$ 360.00	
Festival	10 x 50	Each	\$ 450.00	\$ 450.00	
Festival	10 x 60	Each	\$ 540.00	\$ 540.00	
Festival	15 x 15	Each	\$ 210.00	\$ 210.00	
Festival	15 x 20	Each	\$ 285.00	\$ 285.00	
Festival	15 x 30	Each	\$ 425.00	\$ 425.00	
Festival	15 x 40	Each	\$ 500.00	\$ 500.00	
Festival	15 x 50	Each	\$ 575.00	\$ 575.00	
Festival	15 x 60	Each	\$ 650.00	\$ 650.00	
Festival	20 x 20	Each	\$ 340.00	\$ 340.00	
Festival	20 x 30	Each	\$ 500.00	\$ 500.00	
Festival	20 x 40	Each	\$ 680.00	\$ 680.00	
Festival	20 x 50	Each	\$ 840.00	\$ 840.00	
Festival	20 x 60	Each	\$ 1,020.00	\$ 1,020.00	
Festival	30 x 30	Each	\$ 810.00	\$ 810.00	
Festival	30 x 40	Each	\$ 1,080.00	\$ 1,080.00	
Festival	30 x 50	Each	\$ 1,400.00	\$ 1,400.00	
Festival	30 x 60	Each	\$ 1,620.00	\$ 1,620.00	
Festival	40 x 40	Each	\$ 1,600.00	\$ 1,600.00	
Festival	40 x 50	Each	\$ 2,000.00	\$ 2,000.00	
Festival	40 x 60	Each	\$ 2,400.00	\$ 2,400.00	
Festival	50 x 50	Each	\$ 2,500.00	\$ 2,500.00	
Festival	50 x 60	Each	\$ 3,000.00	\$ 3,000.00	



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

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**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED (CONT.)**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Tents/Canopies					
Frame	10 x 10	Each	\$ 90.00	\$ 90.00	
Frame	10 x 15	Each	\$ 140.00	\$ 140.00	
Frame	10 x 20	Each	\$ 180.00	\$ 180.00	
Frame	10 x 30	Each	\$ 270.00	\$ 270.00	
Frame	10 x 40	Each	\$ 360.00	\$ 360.00	
Frame	10 x 50	Each	\$ 450.00	\$ 450.00	
Frame	10 x 60	Each	\$ 540.00	\$ 540.00	
Frame	15 x 15	Each	\$ 210.00	\$ 210.00	
Frame	15 x 20	Each	\$ 285.00	\$ 285.00	
Frame	15 x 30	Each	\$ 425.00	\$ 425.00	
Frame	15 x 40	Each	\$ 540.00	\$ 540.00	
Frame	15 x 50	Each	\$ 675.00	\$ 675.00	
Frame	15 x 60	Each	\$ 810.00	\$ 810.00	
Frame	20 x 20	Each	\$ 340.00	\$ 340.00	
Frame	20 x 30	Each	\$ 500.00	\$ 500.00	
Frame	20 x 40	Each	\$ 720.00	\$ 720.00	
Frame	20 x 50	Each	\$ 900.00	\$ 900.00	
Frame	20 x 60	Each	\$ 1,080.00	\$ 1,080.00	
Frame	30 x 30	Each	\$ 855.00	\$ 855.00	
Frame	30 x 40	Each	\$ 1,140.00	\$ 1,140.00	
Frame	30 x 50	Each	\$ 1,350.00	\$ 1,350.00	
Frame	30 x 60	Each	\$ 1,620.00	\$ 1,620.00	
Frame	40 x 40	Each	\$ 1,440.00	\$ 1,440.00	
Frame	40 x 50	Each	\$ 1,800.00	\$ 1,800.00	
Frame	40 x 60	Each	\$ 2,160.00	\$ 2,160.00	
Frame	50 x 50	Each	\$ 2,250.00	\$ 2,250.00	
Frame	50 x 60	Each	\$ 2,700.00	\$ 2,700.00	

Structures					
Structure	10' x 10'	Each	\$ 150.00	\$ 150.00	
Structure	15' x 15'	Each	\$ 337.50	\$ 337.50	
Structure	20' x 20'	Each	\$ 600.00	\$ 600.00	
Structure	30' x 30'	Each	\$ 1,125.00	\$ 1,125.00	
Structure	40' x 40'	Each	\$ 2,000.00	\$ 2,000.00	
Structure	50' x 50'	Each	\$ 3,750.00	\$ 3,750.00	
Structure	60' x 60'	Each	\$ 4,500.00	\$ 4,500.00	
Structure	80' x 80'	Each	\$ 8,000.00	\$ 8,000.00	
Structure	100' x 100'	Each	\$ 12,500.00	\$ 12,500.00	
Structure	120' x 120'	Each	\$ 20,880.00	\$ 20,880.00	
Structure	140' x 140'	Each	\$ 34,300.00	\$ 34,300.00	



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

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**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED (CONT.)**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Pole Wrapping					
Frame Leg (Wrap in Velon)	N/A	Linear Foot	\$ 2.00	\$ 2.00	
Frame Peak (Wrap in Velon)	N/A	Linear Foot	\$ 2.00	\$ 2.00	

Vinyl Wall					
Sidewall (on canopy)	3', 6', 8', 10' Heights	Linear Foot	\$ 1.50	\$ 1.50	
Fence	3', 6', 8', 10' Heights	Linear Foot	\$ 1.50	\$ 1.50	
Freestanding	3', 6', 8', 10' Heights	Linear Foot	\$ 3.00	\$ 3.00	
Shade Cloth	3', 6', 8', 10' Heights	Linear Foot	\$ 4.00	\$ 4.00	
Sliding Cable	N/A	Linear Foot	\$ 1.50	\$ 1.50	

Pipe & Drape					
Banjo Cloth Booth	10' x 10'	Each	\$ 25.00	\$ 25.00	
Banjo Cloth Booth	10' x 20'	Each	\$ 40.00	\$ 40.00	
Banjo Cloth Booth	10' x 30'	Each	\$ 55.00	\$ 55.00	
Velon Booth	10' x 10'	Each	\$ 70.00	\$ 70.00	
Velon Booth	10' x 20'	Each	\$ 90.00	\$ 90.00	
Velon Booth	10' x 30'	Each	\$ 110.00	\$ 110.00	
Banjo Cloth	3' to 8' High	Linear Foot	\$ 3.00	\$ 3.00	
Velon	3' to 8' High	Linear Foot	\$ 6.00	\$ 6.00	

Seating					
Samsonite Chairs	Min. 300 lb. Capacity	Each	\$ 1.00	\$ 1.00	\$ 17.00
Samsonite Chairs (Batten & Tied)	Min. 300 lb. Capacity	Each	\$ 1.60	\$ 1.60	
Upholstered Bar Stools	Min. 300 lb. Capacity	Each	\$ 15.00	\$ 15.00	\$ 60.00
Black Wood With Padded Seat	Min. 300 lb. Capacity	Each	\$ 2.50	\$ 2.50	\$ 60.00
White Wood With Padded Seat	Min. 300 lb. Capacity	Each	\$ 2.50	\$ 2.50	\$ 60.00
Banquet Chairs (Stackable)	Min. 300 lb. Capacity	Each	\$ 12.00	\$ 12.00	\$ 60.00

Lighting					
General	N/A	Square Foot	\$ 0.15	\$ 0.15	

Floor Covering					
Astroturf	N/A	Square Foot	\$ 0.60	\$ 0.60	\$ 0.75
Carpet	N/A	Square Foot	\$ 1.00	\$ 1.00	\$ 1.50
Parquet Dance Floor	N/A	Square Foot	\$ 1.50	\$ 1.50	\$ 25.00
Wooden Lay Down Floor	N/A	Square Foot	\$ 1.25	\$ 1.25	\$ 6.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

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Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.).

**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED (CONT.)**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Tables (Bare)					
Rectangular	4'	Each	\$ 14.00	\$ 14.00	\$ 75.00
Rectangular	6'	Each	\$ 14.00	\$ 14.00	\$ 90.00
Rectangular	8'	Each	\$ 15.00	\$ 15.00	\$ 100.00
Trestle	4'	Each	\$ 14.00	\$ 14.00	\$ 90.00
Trestle	6'	Each	\$ 14.00	\$ 14.00	\$ 90.00
Round (30" tall)	24"	Each	\$ 13.00	\$ 13.00	\$ 70.00
Round (30" tall)	30"	Each	\$ 13.00	\$ 13.00	\$ 85.00
Round (30" tall)	36"	Each	\$ 13.00	\$ 13.00	\$ 105.00
Round (30" tall)	48"	Each	\$ 13.00	\$ 13.00	\$ 75.00
Round (30" tall)	60"	Each	\$ 14.00	\$ 14.00	\$ 100.00
Round (30" tall)	66"	Each	\$ 16.00	\$ 16.00	\$ 150.00
Round (30" tall)	72"	Each	\$ 18.00	\$ 18.00	\$ 195.00
Round (30" tall) Quarter Round	60"	Each	\$ 18.00	\$ 18.00	\$ 130.00
Round (30" tall) Half Round	60"	Each	\$ 18.00	\$ 18.00	\$ 90.00
Round (40" tall)	24" Bare	Each	\$ 14.00	\$ 14.00	\$ 80.00
Round (40" tall)	30" Bare	Each	\$ 14.00	\$ 14.00	\$ 95.00
Round (40" tall)	36" Bare	Each	\$ 14.00	\$ 14.00	\$ 100.00
Leg Extensions (Set of 4)	Extension Legs (Per Set)	Set	\$ 5.00	\$ 5.00	\$ 30.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.).

**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED (CONT.)**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Table Covers (Purchase Price for Velon Covers, Rental & Replacement for Linen)					
Rectangular - Velon Top Only	4'	Each	\$ 7.00		
Rectangular - Velon Top Only	6'	Each	\$ 9.00		
Rectangular - Velon Top Only	8'	Each	\$ 9.00		
Trestle - Velon Top Only	4'	Each	\$ 15.00		
Trestle - Velon Top Only	6'	Each	\$ 15.00		
Rectangular - Velon Top & Skirt	4'	Each	\$ 25.00		
Rectangular - Velon Top & Skirt	6'	Each	\$ 25.00		
Rectangular - Velon Top & Skirt	8'	Each	\$ 30.00		
Trestle - Velon Top & Skirt	4'	Each	\$ 25.00		
Trestle - Velon Top & Skirt	6'	Each	\$ 25.00		
Rectangular - Heavy Duty Vinyl	4'	Each	\$ 32.00		
Rectangular - Heavy Duty Vinyl	6'	Each	\$ 48.00		
Rectangular - Heavy Duty Vinyl	8'	Each	\$ 64.00		
Round (30" tall) - Velon	24"	Each	\$ 30.00		
Round (30" tall) - Velon	30"	Each	\$ 30.00		
Round (30" tall) - Velon	36"	Each	\$ 30.00		
Round (30" tall) - Velon	48"	Each	\$ 35.00		
Round (30" tall) - Velon	60"	Each	\$ 40.00		
Round (30" tall) Quarter Round - Velon	60"	Each	\$ 35.00		
Round (30" tall) Half Round - Velon	60"	Each	\$ 35.00		
Round (30" tall) - Velon	66"	Each	\$ 45.00		
Round (30" tall) - Velon	72"	Each	\$ 48.00		
Rectangular - Banquet Linen	12'	Each	\$ 30.00	\$ 30.00	\$ 30.00
Round (30" tall) Quarter Round - Linen	60"	Each	\$ 32.00	\$ 32.00	\$ 32.00
Round (30" tall) Half Round - Linen	60"	Each	\$ 26.00	\$ 26.00	\$ 26.00
Round (30" tall)	90" Linen Table Cover	Each	\$ 30.00	\$ 30.00	\$ 30.00
Round (30" tall)	102" Linen Table Cover	Each	\$ 36.00	\$ 36.00	\$ 36.00
Round (30" tall)	120" Linen Table Cover	Each	\$ 46.00	\$ 46.00	\$ 46.00
Round (40" tall) - Velon	24"	Each	\$ 30.00		
Round (40" tall) - Velon	30"	Each	\$ 30.00		
Round (40" tall) - Velon	36"	Each	\$ 30.00		



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work.

Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form. The proposed cost shall be all inclusive (sales tax (currently 8%), delivery/pick-up fees, installation/removal labor fees for each item, as/if applicable, etc.).

**PRICING FOR: EXTENSION COSTS, REPLACEMENT COSTS AND
ADDITIONAL EQUIPMENT NOT LISTED (CONT.)**

February 1, 2015 - January 31, 2017					
Style	Size	Unit of Measure	Unit Cost - Daily	Unit Cost - Weekly	Replacement Cost
Stanchions					
Chrome	N/A	Each	\$ 8.00	\$ 8.00	\$ 85.00
Plastic	N/A	Each	\$ 5.00	\$ 5.00	\$ 55.00
Plastic Chain	N/A	Linear Foot	\$ 0.50	\$ 0.50	\$ 3.00
Velour Rope	N/A	Linear Foot	\$ 5.00	\$ 5.00	\$ 10.00
Umbrellas					
Garden Umbrellas	N/A	Each	\$ 20.00	\$ 20.00	
Market Umbrellas	N/A	Each	\$ 40.00	\$ 40.00	
Additional Items					
Chrome Garment Racks	N/A	Each	\$ 25.00	\$ 25.00	\$ 165.00
Industrial Fans (3' Diameter)	N/A	Each	\$ 75.00	\$ 75.00	\$ 170.00
Picket Fence	3' x 8'	Each	\$ 25.00	\$ 25.00	\$ 75.00



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Not to Exceed (NTE) values have been established for Equipment Extension, Additional Equipment Rentals and Equipment Replacement Costs.

ESTIMATED CONTRACT TOTAL

CONTRACT YEAR	% INCREASE* (Against Event Costs Only)	OC FAIR EVENT	IMAGINOLOGY EVENT	EQUIPMENT EXTENSION COST (NTE)	ADDITIONAL EQUIPMENT (NTE)	EQUIPMENT REPLACEMENT COST (NTE)	TOTAL
February 1, 2015 - January 31, 2016 (Contract Year 1)		\$ 290,735.00	\$ 45,215.00	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 365,950.00
February 1, 2016 - January 31, 2017 (Contract Year 2)		\$ 290,735.00	\$ 45,215.00	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 365,950.00
February 1, 2017 - January 31, 2018 (Year 3 - First Option Year)	1.00%	\$ 293,642.35	\$ 45,667.15	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 372,702.60
February 1, 2018 - January 31, 2019 (Year 4 - Second Option Year)	2.00%	\$ 299,515.20	\$ 46,580.49	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 383,017.60
February 1, 2019 - January 31, 2020 (Year 5 - Third Option Year)	2.00%	\$ 305,505.50	\$ 47,512.10	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 390,077.96
February 1, 2015 - January 31, 2020 Five Year Cumulative Total		\$ 1,480,133.05	\$ 230,189.75	\$ 75,000.00	\$ 50,000.00	\$ 25,000.00	\$ 1,877,698.15

**The first and second contract years shall have fixed pricing. If, at the sole discretion of the District, a contract renewal option is exercised, Contractor may request a rate increase. Such request for increase(s) shall be supported by a detailed explanation and documentation of need. The District retains the right to accept, negotiate or reject any request for increase. If an increase is approved, it will be no more than the percentage increase as listed for each option year in Exhibit F – Contracted Financial Proposal Bid Form. The resulting negotiated cost schedule shall be incorporated as an attachment to the contract amendment. Contractor has stated a potential option year increase of one percent (1%), two percent (2%), and two (2%) percent, respectively. If Contractor does not submit an official percentage increase request to the District’s Business Services Supervisor prior to the conclusion of the current contracted year, the District will consider the costs proposed for the first and second years to remain in effect for the option year(s), as applicable.*

-End Exhibit F-



EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You

-End Exhibit G-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-22-14MA

REGISTRATION NUMBER

1323546

AMENDMENT NUMBER

#2

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

A & H REFRIGERATION, INC.

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

3. The maximum amount of this Agreement after this amendment is: **\$ 4,214.24 Amendment**
\$ 28,134.24

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 #22-14MA, dated December 16, 2013, between the District and A & H Refrigeration, Inc., is hereby amended as follows:


CONTRACTOR AGREES:

1. To amend the contract value to include additional dollars for the emergency repair of HVAC equipment.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed TWENTY NINE THOUSAND ONE HUNDRED SEVENTY NINE DOLLARS AND FORTY EIGHT CENTS (\$29,179.48) 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.)		
A & H REFRIGERATION, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Anthony Le, Service Manager		
ADDRESS		
9561 Ingram Avenue, Garden Grove, CA 92844 (714) 800-9888 or (714) 362-6286		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

Account #: 5302-20

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-27-14TR

REGISTRATION NUMBER

1327259

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is
- 01/15/14**
- through
- 02/28/15**
- FED ID:**

3. The maximum amount of this Agreement after this amendment is:
- \$2,280.00 Amendment**
-
- \$16,080.00**

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 #27-14TR, dated January 10, 2014, between the District and Williams Scotsman, Inc. is hereby amended as follows:**CONTRACTOR AGREES:**

1. To amend the original Agreement to provide a rental 40' x 12' restroom trailer with ADA ramp and skirting by extending the contract termination date from January 14, 2015, to February 28, 2015.
2. The rental rate shall remain ONE THOUSAND FIFTY FIVE DOLLARS (\$1,055.00) per month, plus sales tax.
3. The total increase to the Agreement is TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$2,280.00), thereby increasing the not to exceed Agreement amount from \$13,800.00 to \$16,080.00.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed SIXTEEN THOUSAND EIGHTY DOLLARS (\$16,080.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

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

WILLIAMS SCOTSMAN, INC.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Donna Finnerty, Contracts Administrator

ADDRESS

**11811 Greenstone Avenue, Santa Fe Springs, CA 90670
(800) 782-1500****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**CALIFORNIA
Department of General Services
Use Only**☐ Exempt per:

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-221-14	City of Costa Mesa	Jack's Celebration of Life	Memorial service	The Hangar	12/19/14	\$4,863.50
R-013-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	02/04/15-02/05/15	\$12,321.50
R-029-15	Bugorama Promotions	The Classic - VW Car Show	Car show	Campground, Country Meadows, Crafters Village, Festival Field Asphalt, Festival Field Grass, Main Mall, Park Plaza, Santa Ana Pavilion	06/13/15-06/14/15	\$28,251.75
R-031-15	All American Boys Chorus	AABC Office and Rehearsal Headquarters	Office rental	Livestock Building	01/01/15-12/31/15	\$940.00 per month \$120 per meeting for additional space
R-035-15	Costa Mesa Police Department	Costa Mesa Police Department Motor Training	Motor training	Lot H	01/01/15-12/31/15	\$100.00 per day
R-037-15	Newport Beach Police Department	Newport Beach Police Department Officer Training	Officer training	Lot G	01/01/15-12/31/15	\$100.00 per day
R-049-15	Adcom Publishing, Inc. - BrideWorld Expo	Adcom Publishing, Inc. - BrideWorld Expo	Bridal show	Anaheim Building, Los Alamitos Building	06/13/15-06/14/15	\$12,242.00
R-051-15	Gem Faire, Inc.	Gem Faire	Consumer show	Costa Mesa Buidling, Santa Ana Pavilion	08/26/15-08/31/15	\$43,178.50
R-052-15	Gem Faire, Inc.	Gem Faire	Consumer show	Costa Mesa Buidling, Santa Ana Pavilion	10/14/15-10/19/15	\$43,178.50
R-053-15	Gem Faire, Inc.	Gem Faire	Consumer show	Costa Mesa Buidling, Santa Ana Pavilion	12/09/15-12/14/15	\$43,178.50
R-057-15	County of Orange, OC Public Works / Facilities and Estate	Bioterrorism Emergency Training	Emergency training	All grounds	01/01/15-12/31/15	Fee waived
R-060-15	Allstar Events	Mission Viejo High School Winter Formal	Dance	The Hangar	01/31/15	\$11,314.00
R-063-15	Official OCT	The 6th Annual Official OCT - Fitness Competition	Crossfit competition	Costa Mesa Building, Huntington Beach Building, Main Mall, The Hangar	01/08/15-01/12/15	\$50,447.50
FT-004-15	SOHO Taco	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-005-15	Dogzilla Hotdogs	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-007-15	The Viking Truck	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-012-15	My Delight Cupcakes	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-014-15	Cousins Maine Lobster	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JANUARY 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
FT-021-15	Tamarindo Truck	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-023-15	Porko Rico BBQ	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-024-15	The Cut Handcrafted Burgers	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-026-15	Falasophy	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-027-15	Stickaberry	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-029-15	Hula Dog	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-039-15	White Rabbit	Food Truck Fare, Imaginology, OC Fair	Food truck	Food Truck Fare, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00

REVIEWED _____

DATE January 10, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **City of Costa Mesa** 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 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:

Jack's Celebration of Life

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

\$4,863.50

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.

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

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

By _____

By _____

Title: Kelly Shelton, Executive Assistant

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Jack's Celebration of Life
 Contact Person: Kelly Shelton
 Event Date: 12/19/2014

Contract No: R-221-14
 Phone: (714) 754-5328
 Hours: 2:30 PM - 6:30 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday The Hangar	12/19/2014 02:30 PM - 06:30 PM	Event	3,150.00
Friday The Hangar	12/19/2014 07:00 PM - 10:00 PM	Move Out	No Charge
Total:			3,150.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT	100.00
Projector (12,000 Lumen)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				286.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
<u>Event Day</u>				
Grounds Attendant Lead	12/19/2014 01:30 PM - 06:30 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	12/19/2014 01:30 PM - 06:30 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	12/19/2014 01:30 PM - 06:30 PM	2.00 EA	19.50 HR	195.00
<u>Clean Up</u>				
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
<u>Safety & Security</u>				
Security Attendant	12/19/2014 02:00 PM - 07:00 PM	2.00 EA	19.50 HR	195.00
<u>Insurance</u>				
S.E.L.I. Insurance	12/19/2014	1.00 DAY	95.00 DAY	95.00

Due to S.E.L.I. coverage expiration, move out must be completed by 10:00 PM on Friday - December 19, 2014.

Total: 927.50

Summary

Facility Rental Total	\$3,150.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,213.50
Refundable Deposit	\$500.00

Grand Total: \$4,863.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/17/2014	\$4,863.50

Total: \$4,863.50

Payment Total: \$4,863.50

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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

OVATIONS:

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

DRAFT

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **February 4 - 5, 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:

Fight Club OC

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

\$12,321.50

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 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.

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

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

By _____

By _____

Title: **Roy Englebrecht, Owner**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A - Thursday

Event Information

Event Name: Fight Club OC
Contact Person: Roy Englebrecht
Event Date: 02/05/2015

Contract No: R-013-15
Phone: (949) 760-3131
Hours: Happy Hour: 5:30 - 7:30PM at Baja Blues
Doors: 6:30 PM
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	02/04/2015 06:00 AM - 11:00 PM	Move In	500.00
Thursday The Hangar	02/05/2015 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	02/05/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	02/05/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				5,390.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<u>Event Day</u>				
Grounds Attendant Lead	02/05/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	02/05/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	02/05/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	02/05/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<u>Tear Down</u>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<u>Event Sales & Services</u>				
Event Coordinator	02/05/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Safety & Security</u>				

EXHIBIT A - Thursday

Event Information

Security Attendant Lead	02/05/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	02/05/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	02/05/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 EA	263.00 HR	263.00

Total: 3,931.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

Grand Total: \$12,321.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/21/2015	\$6,500.00
Second Payment (Balance)	01/28/2015	\$5,821.50

Total: \$12,321.50

Payment Total: \$12,321.50

Please Remit Full Payment in *Check Only*

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

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

V.I.P. PARKING/SEASON PASS HOLDERS:

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

COMPLIMENTARY PARKING PASSES:

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

CHAIRS:

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

SUITES & CATERING

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

BOXING AND MMA EVENT EXCLUSIVE

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED _____

DATE January 10, 2015

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **June 13 - 14, 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:

The Classic - VW Car Show

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

\$28,251.75

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding 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.

Bugorama Promotions
P.O. Box 60873
Sacramento, CA 95860

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

By _____

By _____

Title: Steve Hole, Event Coordinator**Title: Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: The Classic - VW Car Show
Contact Person: Steve Hole
Event Dates: 06/14/2015

Contract No: R-029-15
Phone: (916) 837-5859
Hours: 6:30 AM - 4:00 PM

Admission Price: Adult: \$20.00 Child (6-12): \$5.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Main Mall	06/13/2015 12:00 PM - 06:00 PM	Move In	700.00
Sunday			
Campground	06/14/2015 06:30 AM - 04:00 PM	Event	2,100.00
Country Meadows	06/14/2015 06:30 AM - 04:00 PM	Event	1,600.00
Crafters Village	06/14/2015 06:30 AM - 04:00 PM	Event	875.00
Festival Field Asphalt	06/14/2015 06:30 AM - 04:00 PM	Event	3,200.00
Festival Field Grass	06/14/2015 06:30 AM - 04:00 PM	Event	2,100.00
Main Mall	06/14/2015 06:30 AM - 04:00 PM	Event	1,400.00
Park Plaza	06/14/2015 06:30 AM - 04:00 PM	Event	1,200.00
Santa Ana Pavilion (POP)	06/14/2015 06:30 AM - 04:00 PM	Event	1,600.00

-Move out must be completed by 11:59 PM on Sunday - June 14, 2015, to avoid additional charges.

Total: 14,775.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop (RV Cable)	Estimate 2	2.00 EA	70.00 EA	140.00
Barricade (Plastic)	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	Estimate 2	2.00 HR	75.00 HR	150.00
Hang Tag - 1 Day	TBD	TBD EA	4.00 EA	TBD
Portable Electronic Message Board	06/14/2015	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

Total: 2,080.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 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 2 Hours	2.00 HR	47.50 HR	95.00

Event Day				
Grounds Attendant Lead	06/14/2015 05:00 AM - 04:30 PM	1.00 EA	30.00 HR	345.00
Grounds Attendant	06/14/2015 05:00 AM - 04:30 PM	6.00 EA	19.50 HR	1,345.50
Janitorial Attendant	06/14/2015 05:00 AM - 04:30 PM	12.00 EA	19.50 HR	2,691.00
Electrician	06/14/2015 05:00 AM - 04:30 PM	1.00 EA	47.50 HR	546.25

Clean Up				
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 12 Hours	12.00 HR	19.50 HR	234.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00

Event Sales & Services				
Event Coordinator	06/14/2015 05:00 AM - 04:30 PM	1.00 EA	40.00 HR	460.00

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

EXHIBIT A

Event Information

Safety & Security

Security Attendant Lead	06/14/2015 05:00 AM - 04:30 PM	1.00 EA	30.00HR	345.00
Security Attendant	06/14/2015 05:00 AM - 04:30 PM	4.00 EA	19.50HR	897.00

Outside Services

Event Medical Services	06/14/2015 05:00 AM - 04:30 PM	2.00 EA	20.00HR	460.00
Sound Engineer	06/14/2015 TBD	1.00 EA	750.00 EA/DAY	TBD
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	800.00 EVT	800.00

Total: 9,896.75

Summary

Facility Rental Total	\$14,775.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,976.75
Refundable Deposit	\$1,500.00

Grand Total: \$28,251.75

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/12/2014	\$1,500.00
Second Payment	01/13/2015	\$8,917.25
Third Payment	03/13/2015	\$8,917.25
Fourth Payment	05/13/2015	\$8,917.25

Total: \$28,251.75

Payment Total: \$28,251.75

Please Remit Payment in *Check Only*

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

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

MAIN MALL

Bugorama Productions must ensure that all entrances to the Anaheim Building, Los Alamitos Building and OC Promenade remain unobstructed due to occupancy of another event in these facilities. A thirty (30) foot minimum clearance must be maintained at all times.

PRE-STAGING OF VEHICLES

Must be discussed and planned with OCFEC Parking Department.

OVATIONS

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. Contracted sound company within this event to be determined by OCFEC. All amplified music/sound must end by 5:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Monitor request that the volume of music, sound or noise be lowered or turned off, Bugorama Productions must comply with request.

SWAP MEET VENDORS

Bugorama Swap Meet Vendors may only sell items related to VW vehicles. Due to the OC Market Place operating onsite on same weekend, items deemed in direct competition with the OC Market Place will not be allowed to be sold in the Bugorama Swap Meet vendor area.

REVIEWED _____

DATE January 10, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **All American Boys Chorus** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2015 and ending December 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:

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

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

AABC OFFICE AND REHEARSAL HEADQUARTERS

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

\$940.00 per month for AABC Office, Rehearsal Headquarters and Storage Space Rental
\$120.00 per meeting for additional space in the Silo Building or OCFEC Administration Building Orange County Room

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.

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

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

By _____

By _____

Title: Tony Manrique, Executive Director

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-031-15
DATED: January 10, 2015
WITH: All American Boys Chorus (AABC)
PHONE: (714) 708-1670

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2015 and ending December 31, 2015

BUILDING(S)/LOCATION(S):

Livestock Building and equipment storage space at designated asphalt locations in Livestock and Pit areas; Ranch Building access on a to be scheduled basis.

RENTER AGREES:

- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That an OCFEC overnight permit is required for any equipment left overnight on OCFEC property.
- To ensure that current Proof of Workers Compensation Insurance is on file at all times.
- To confine all regular office activity to Livestock Building as well as student activities to Ranch Classroom, Multipurpose Room (adults only in this room), Music Library and outside asphalt area. Use of the Ranch Classroom and Multipurpose Room areas must be scheduled with the OCFEC Event Sales & Services Department. Dates and times must be agreed upon by both parties prior to usage.
- That all students must be supervised at all times.
- To allow the District (OCFEC) to utilize the Boy's Chorus Classroom at no charge during the annual Fair.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot G or where otherwise instructed by OCFEC Parking Staff.
- That bus and truck will only be parked adjacent to Lot G, next to the Corporation Yard.
- That only two (2) storage containers be placed in designated Livestock area and only two (2) storage containers be placed in designated Pit area.
- To provide District (OCFEC) with a list of names of people that will be bringing their vehicles onto OCFEC property and to ensure that these vehicles all have an OCFEC issued parking permit.
- That all members and patrons of AABC will enter the property at Gate 8 off Arlington Drive.
- That it is understood that the OCFEC is currently researching and developing further implementation of its property master plan. A minimum of ninety (90) days notice will be provided to Renter by OCFEC if master plan implementation affects the existing rental location or Renter's access. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, same shall be at the sole expense of Renter.
- To provide proof of insurance coverage for January 1, 2015 through December 31, 2015. AABC's current insurance certificate expires April 30, 2015.
- That additional space for Parent or Board meetings in the Silo Building or OCFEC Administration Building Orange County Room will be charged separately at \$120.00 per meeting on an as scheduled basis.
- That use of buildings or areas other than specified in this agreement must be confirmed and written into an amendment. Any additional planned usage must be submitted for review and approval at least one month prior to requested usage date.

- That when additional space is utilized for classes and meetings, all tables and chairs will be returned to their proper place, and all trash generated by AABC be taken out by Renter to appropriate disposal area.
- The dates listed below are subject to Limited Access or **NO ACCESS** onto OCFEC premises (no rehearsals, no activities). **Schedule accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter must notify the OCFEC Event Sales and Services Department at (714) 708-1572 for prior approval.** OCFEC to contact Renter if any additions or deletions are made to event dates as follows:

➤ February 20	TET Festival <u>Limited Access</u>
➤ February 21 - 22	TET Festival <u>Limited Access</u>
➤ April 9	America's Family Pet Expo <u>Limited Access</u>
➤ April 10 - 12	America's Family Pet Expo NO ACCESS
➤ April 20 - 26	Imaginology <u>Limited Access</u>
➤ April 27 - May 2	OC Marathon <u>Limited Access</u>
➤ May 3	OC Marathon NO ACCESS
➤ May 23 - 24	Scottish Fest NO ACCESS
➤ July 17 - August 16	OC Fair NO ACCESS
➤ September 4 - 6	Great Labor Day Cruise NO ACCESS
➤ September 14 - 17	Sand Sports Super Show <u>Limited Access</u>
➤ September 18 - 20	Sand Sports Super Show NO ACCESS
➤ September 24 - 25	Cruisin' For A Cure <u>Limited Access</u>
➤ September 26	Cruisin' For A Cure NO ACCESS

Limited Access is defined as access only to the Livestock Building and Ranch Building if scheduled. Due to major event set up, all activities must remain inside the buildings. Outside activities are not permitted.

32nd District (OCFEC) will provide:

1. Office space located in the Livestock Building.
2. Equipment storage space at designated asphalt locations in Livestock and Pit areas.
3. Access and use of Ranch Building Classroom, Multipurpose Room (adults only in this room) and Music Library on an as scheduled basis with the OCFEC Event Sales and Services Department.
4. Building Utilities.
5. Bulk refuse removal.
6. Daily parking space in Lot G for employees and associated business partners.
7. Parking access through Gate 8 off Arlington Drive.
8. Parking credential hang tags for employee vehicles.
9. Mail box at Gate 8 entry.
10. Major maintenance and upkeep of the Livestock and Ranch Buildings, addressing such issues as exterior repairs, structural failures, main electrical faults and HVAC/plumbing system problems.

All American Boys Chorus (AABC) will provide:

1. \$940.00 per month to the District (OCFEC) for space rental and associated direct costs such as janitorial services, electricity usage and refuse removal.
2. Separate payment if additional space is requested/scheduled for meetings in the Silo Building or OCFEC Administration Building Orange County Room.

Payment Schedule:

\$940.00 per month for Livestock Building and equipment storage space rental is due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

REVIEWED _____

DATE January 10, 2015

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2015 and ending December 31, 2015
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:

Parking Lot H

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

Costa Mesa Police Department Motor Training

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

\$100.00 per day

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.

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

By _____

By _____

Title: Oscar Reyes, Officer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

Event Name: Costa Mesa Police Department Motor Training
Contact Person: Oscar Reyes, Officer
Event Dates: 01/01/2015 - 12/31/2015

Contract No: R-035-15
Phone: (714) 754-5280
Hours: 08:00 AM - 05:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot H..... \$100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2015 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.
- To provide proof of insurance by January 1, 2015.
- To notify the District (OCFEC) of any accident that takes place during the training. The Safety & Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety & Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot H and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Beach Police Department** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2015 and ending December 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:

Parking Lot G

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

Newport Beach Police Department Officer Training

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

\$100.00 per day

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.

Newport Beach Police Department
870 Santa Barbara Drive
Newport Beach, CA 92660

By _____

Title: Michael Schiavi, Sergeant

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

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

Event Name: Newport Beach Police Department Officer Training **Contract No:** R-037-15
Contact Person: Michael Schiavi, Sergeant **Phone:** (714) 644-3743
Event Dates: 01/01/2015 - 12/31/2015 **Hours:** 08:00 AM - 05:00 PM

Projected Attendance: 15

LOCATION(S):

Parking Lot G \$ 100.00 Per Day

RENTER AGREES:

- That this agreement covers all officer training to take place at the OC Fair & Event Center during the 2015 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.
- To provide proof of insurance by January 1, 2015
- To notify the District (OCFEC) of any accident that takes place during the training. The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage occurring in Lot G and/or of OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

REVIEWED _____

DATE January 10, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **June 13 - 14, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Adcom Publishing Inc. - BrideWorld Expo

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

\$12,242.00

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

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

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

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

By _____

By _____

Title: Steve Berry, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Adcom Publishing Inc. - BrideWorld Expo
 Contact Person: Steve Berry
 Event Date: 06/14/2015

Contract No: R-049-15
 Phone: (714) 670-7800
 Hours: Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000+

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Los Alamitos Building (#14)	06/13/2015 07:00 AM - 10:00 PM	Move In	1,300.00
Anaheim Building (#16)	06/13/2015 07:00 AM - 10:00 PM	Move In	950.00
Sunday			
Los Alamitos Building (#14)	06/14/2015 10:00 AM - 04:00 PM	Event	2,600.00
Anaheim Building (#16)	06/14/2015 10:00 AM - 04:00 PM	Event	1,900.00
- Move out must be completed by 11:59 PM on Sunday - June 14, 2015 to avoid additional charges.			
Total:			6,750.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 10	10.00 EA	70.00 EA	700.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	Estimate 8	8.00 EA	15.00 EA	120.00
Portable Electronic Message Board	06/14/2015	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 5 Hours	5.00 HR	75.00 HR	375.00
Total:				2,158.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
Event Days				
Grounds Attendant Lead	06/14/2015 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	06/14/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	06/14/2015 08:00 AM - 04:00 PM	2.00 EA	19.50 HR	312.00
Clean Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Event Sales & Services				
Event Coordinator	06/14/2015 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
State Fire Marshal				
State Fire Marshal	Estimate Only (Plan review and/or site inspection)	1.00 HR	263.00 HR	263.00
Total:				2,334.00

EXHIBIT A

Event Information

Summary

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

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/02/2015	1,000.00
Second Payment	04/06/2015	5,621.00
Third Payment	05/06/2015	5,621.00
Total:		12,242.00
Payment Total:		12,242.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 26 - 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:

Gem Faire

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

\$43,178.50

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____

By _____

Title: Steve Small, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Gem Faire
Contact Person: Steve Small
Event Dates: 08/28/2015 - 08/30/2015

Contract No: R-051-15
Phone: (503) 252-8300
Hours: Friday: 12:00 PM - 06:00 PM
Saturday: 10:00 AM - 06:00 PM
Sunday: 10:00 AM - 05:00 PM
* Friday: 10:00 AM - 12:00 PM
(*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	08/26/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	08/26/2015 08:00 AM - 08:00 PM	Move In	800.00
Thursday			
Costa Mesa Building (#10)	08/27/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	08/27/2015 08:00 AM - 08:00 PM	Move In	800.00
Friday			
Costa Mesa Building (#10)	08/28/2015 12:00 PM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	08/28/2015 12:00 PM - 06:00 PM	Event	1,600.00
Saturday			
Costa Mesa Building (#10)	08/29/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	08/29/2015 10:00 AM - 06:00 PM	Event	1,600.00
Sunday			
Costa Mesa Building (#10)	08/30/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	08/30/2015 10:00 AM - 06:00 PM	Event	1,600.00
Monday			
Costa Mesa Building (#10)	08/31/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	08/31/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			22,400.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 60	60.00 EA	15.00 EA	900.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	08/24/2015 - 08/30/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	08/28/2015 - 08/30/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	08/28/2015 - 08/30/2015	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,415.00

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

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	08/28/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/28/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	08/28/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	08/29/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	08/29/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	08/29/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	08/30/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/30/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	08/30/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

Event Sales & Services

Event Coordinator	08/28/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/29/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	08/30/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	08/27/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	08/27/2015 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

Safety & Security

Security Attendant - OVERNIGHT	08/26/2015 05:00 PM - 08/27/2015 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	08/27/2015 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	08/27/2015 06:00 PM - 08/28/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/28/2015 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	08/28/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	08/28/2015 06:00 PM - 08/29/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/29/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	08/29/2015 06:00 PM - 08/30/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	08/30/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	08/30/2015 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 10,563.50

Summary

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

Grand Total: \$43,178.50

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/26/2015	\$1,000.00
Second Payment	05/26/2015	\$14,059.50
Third Payment	06/26/2015	\$14,059.50
Fourth Payment	07/27/2015	\$14,059.50
Total:		\$43,178.50
Payment Total:		\$43,178.50

Please Remit Payment in *Check Only*

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

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

OVATIONS

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

Gem Faire

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

\$43,178.50

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____

By _____

Title: Steve Small, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Gem Faire
 Contact Person: Steve Small
 Event Dates: 10/16/2015 - 10/18/2015

Contract No: R-052-15
 Phone: (503) 252-8300
 Hours: Friday: 12:00 PM - 06:00 PM
 Saturday: 10:00 AM - 06:00 PM
 Sunday: 10:00 AM - 05:00 PM
 * Friday: 10:00 AM - 12:00 PM
 (*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	10/14/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	10/14/2015 08:00 AM - 08:00 PM	Move In	800.00
Thursday			
Costa Mesa Building (#10)	10/15/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	10/15/2015 08:00 AM - 08:00 PM	Move In	800.00
Friday			
Costa Mesa Building (#10)	10/16/2015 12:00 PM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	10/16/2015 12:00 PM - 06:00 PM	Event	1,600.00
Saturday			
Costa Mesa Building (#10)	10/17/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	10/17/2015 10:00 AM - 06:00 PM	Event	1,600.00
Sunday			
Costa Mesa Building (#10)	10/18/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	10/18/2015 10:00 AM - 06:00 PM	Event	1,600.00
Monday			
Costa Mesa Building (#10)	10/19/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/19/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Total:			22,400.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 60	60.00 EA	15.00 EA	900.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	10/12/2015 - 10/18/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	10/16/2015 - 10/18/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	10/16/2015 - 10/18/2015	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00
Total:				9,415.00

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

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	10/16/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/16/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	10/16/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	10/17/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/17/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	10/17/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	10/18/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	10/18/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	10/18/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

Event Sales & Services

Event Coordinator	10/16/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/17/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	10/18/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	10/15/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	10/15/2015 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

Safety & Security

Security Attendant - OVERNIGHT	10/14/2015 05:00 PM - 10/15/2015 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	10/15/2015 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	10/15/2015 06:00 PM - 10/16/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/16/2015 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	10/16/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	10/16/2015 06:00 PM - 10/17/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/17/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	10/17/2015 06:00 PM - 10/18/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	10/18/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	10/18/2015 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 10,563.50

Summary

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

Grand Total: \$43,178.50

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/14/2015	\$1,000.00
Second Payment	07/14/2015	\$14,059.50
Third Payment	08/14/2015	\$14,059.50
Fourth Payment	09/14/2015	\$14,059.50
Total:		\$43,178.50
Payment Total:		\$43,178.50

Please Remit Payment in *Check Only*

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

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

OVATIONS

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

REVIEWED _____

DATE January 10, 2015

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 9 - 14, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Gem Faire

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

\$43,178.50

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

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

Gem Faire, Inc.
P.O. Box 55337
Portland, OR 97238

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

By _____

By _____

Title: Steve Small, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Gem Faire
Contact Person: Steve Small
Event Dates: 12/11/2015 - 12/13/2015

Contract No: R-053-15
Phone: (503) 252-8300
Hours: Friday: 12:00 PM - 06:00 PM
Saturday: 10:00 AM - 06:00 PM
Sunday: 10:00 AM - 05:00 PM
* Friday: 10:00 AM - 12:00 PM
(*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Wednesday			
Costa Mesa Building (#10)	12/09/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	12/09/2015 08:00 AM - 08:00 PM	Move In	800.00
Thursday			
Costa Mesa Building (#10)	12/10/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	12/10/2015 08:00 AM - 08:00 PM	Move In	800.00
Friday			
Costa Mesa Building (#10)	12/11/2015 12:00 PM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	12/11/2015 12:00 PM - 06:00 PM	Event	1,600.00
Saturday			
Costa Mesa Building (#10)	12/12/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	12/12/2015 10:00 AM - 06:00 PM	Event	1,600.00
Sunday			
Costa Mesa Building (#10)	12/13/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	12/13/2015 10:00 AM - 06:00 PM	Event	1,600.00
Monday			
Costa Mesa Building (#10)	12/14/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	12/14/2015 08:00 AM - 12:00 PM	Move Out	No Charge

Total: 22,400.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 60	60.00 EA	15.00 EA	900.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	12/07/2015 - 12/13/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	12/11/2015 - 12/13/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	12/11/2015 - 12/13/2015	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00
Umbrella w/Stand	Estimate 1	1.00 EA	15.00 EA	15.00

Total: 9,415.00

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

EXHIBIT A

Event Information

Event Days

Grounds Attendant Lead	12/11/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/11/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	12/11/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	12/12/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	12/12/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	12/12/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	12/13/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	12/13/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	12/13/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

Event Sales & Services

Event Coordinator	12/11/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/12/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	12/13/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	12/10/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	12/10/2015 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

Safety & Security

Security Attendant - OVERNIGHT	12/09/2015 05:00 PM - 12/10/2015 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	12/10/2015 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	12/10/2015 06:00 PM - 12/11/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/11/2015 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	12/11/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	12/11/2015 06:00 PM - 12/12/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/12/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	12/12/2015 06:00 PM - 12/13/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	12/13/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	12/13/2015 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 10,563.50

Summary

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

Grand Total: \$43,178.50

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/09/2015	\$1,000.00
Second Payment	09/09/2015	\$14,059.50
Third Payment	10/09/2015	\$14,059.50
Fourth Payment	11/09/2015	\$14,059.50
	Total:	\$43,178.50
	Payment Total:	\$43,178.50

Please Remit Payment in *Check Only*

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

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

OVATIONS

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

REVIEWED _____

DATE January 10, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and County of Orange, OC Public Works/Facilities and Estate hereinafter, called the Renter

WITNESSETH:

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

January 1, 2015 - December 31, 2015

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Available buildings at time of need; Arena; Parking Lots E & F

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

Bioterrorism Emergency

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

Fee Waived

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

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

County of Orange
OC Public Works/Facilities and Estate
300 North Flower Street, Suite 646
Santa Ana, CA 92703

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

By _____
Title: Scott Mayer, CEO/Chief Real Estate Officer
Per Memo Dated October 23, 2013,
Pursuant to Minute dated 4/1/08.

By _____
Title: Doug Lofstrom, Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

32ND DISTRICT AGRICULTURAL
ASSOCIATION

By _____
Thomas A. Miller, Deputy

By _____
Doug Lofstrom, Chief Executive Officer

Date _____

Date _____

RECOMMENDED FOR APPROVAL:
OCPW/ Corporate Real Estate

By _____
Ronald S. Inouye, RPA III

RENTOR

COUNTY OF ORANGE

By _____
Scott Mayer
CEO/ Chief Real Estate Officer
Per Memo Dated October 23, 2013,
Pursuant to Minute Order dated 4/01/08.

Exhibit A

Locations: Arena, Lots E & F, and available buildings at time of need at the OC Fair & Event Center, 88 Fair Drive, Costa Mesa, California 92626

Hours: TBD by the timing, nature and severity of the event

Estimated Attendance: 1,000 to 10,000

Purpose of Event: To temporarily administer pharmaceutical and other health-related assistance to the citizens of Orange County in the event of a biological or chemical terrorist attack.

Rentor Agrees:

- To contact the OC Fair & Event Center immediately upon determination of need for facilities.
- That if the above mentioned facilities are already in use at the time of an emergency, alternate facilities may be provided at the discretion of District (OCFEC) management.
- To reimburse District (OCFEC) for any out of pocket expenses related to this event.
- To leave all property at the OC Fair & Event Center in the same condition as it was found at the start of the event.
- To provide a letter stating that this agency is self insured.
- That all contact with media regarding event will be made in consultation with the District's (OCFEC's) Communications Department
- To notify District (OCFEC) management immediately if a major incident occurs during the event that threatens the safety or welfare of visitors, employees, property or equipment, including incidents that require assistance from an emergency agency such as fire, police and/or paramedics. Once notified, and if deemed necessary, the OCFEC Communications Department will take the lead in handling all media inquiries regarding the incident.
- That all food served will be coordinated through the OCFEC's on-site caterer, Ovations, unless provided by a non-profit agency such as the Red Cross or Salvation Army.
- To provide staffing for setup and teardown of event.
- To provide its own tables and chairs.
- To provide its own audio visual and computer equipment.
- To provide its own forklift and certified driver.
- To observe noise regulations as outlined in Exhibit E (attached).

- That other events may be held at the OC Fair & Event Center simultaneous to emergency events, and that the Rentor must cooperate with the District's (OCFEC's) personnel and other event staff.
- To provide its own "crowd control" to ensure its perimeters are intact and are maintaining appropriate separation from other events taking place.

District (OCFEC) Agrees:

- To provide buildings and land areas as follows:
 - Available buildings at time of need for meetings, mass prophylaxis, temporary storage and immunizations.
 - Parking Lot E for truck parking.
 - Parking Lot F (non-exclusive use) on event days for civilian trainee parking.
 - Arena for evacuation & determination of victims.
- To provide dumpsters.
- To provide electricity as available from municipal source.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 31, 2015**
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:

Mission Viejo High School Winter Formal

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

\$11,314.00

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

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

Allstar Events
31981 Dove Canyon Drive
Trabuco Canyon, CA 92679

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

By _____

By _____

Title: **Kenney Paul, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: Mission Viejo High School Winter Formal
 Contact Person: Kenney Paul
 Event Date: 01/31/2015

Contract No: R-060-15
 Phone: (949) 255-7827
 Hours: 7:00 PM - 11:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 600

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	01/31/2015 08:00 AM - 07:00 PM	Move In	Included
The Hangar	01/31/2015 07:00 PM - 11:00 PM	Event	3,200.00

-Move out must be completed by 11:59 PM on Saturday - January 31, 2015 to avoid additional charges. Total: 3,200.00

Standard requirement for a weekend day booking of The Hangar is a Saturday/Sunday rental commitment. For this event weekend only, Sunday will not be charged to Allstar Events since the building has been booked for same day to another client.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Portable Electronic Message Board	01/31/2015	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	01/31/2015	1.00 EA	3,000.00 EA/DAY	3,000.00
Projector Screen	01/31/2015	1.00 EA	300.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				4,245.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Day</u>				
Grounds Attendant Lead	01/31/2015 06:00 PM - 11:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	01/31/2015 06:00 PM - 11:00 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	01/31/2015 06:00 PM - 11:00 PM	2.00 EA	19.50 HR	195.00
<u>Clean Up</u>				
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 EA	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Sales & Services</u>				
Event Coordinator	01/31/2015 06:00 PM - 11:00 PM	1.00 EA	40.00 HR	200.00
<u>Outside Services</u>				
State Fire Marshal	Estimate 1 Hour (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

Security

Allstar Events is responsible for providing all security personnel during the event.

Total: 1,719.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$3,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,964.00
Parking Buyout	\$1,150.00
Refundable Deposit	\$1,000.00

Grand Total: \$11,314.00

Payment Schedule

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
12/31/2014	\$11,314.00

Total: \$11,314.00

Payment Total: \$11,314.00

Please Remit Payment in *Check Only*

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

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

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 **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Official OCT** 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 8 - 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:

The 6th Annual Official OCT - Fitness Competition

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

\$50,447.50

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.

Official OCT
5147 Cloud Avenue
La Crescenta, CA 91214

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

By _____

By _____

Title: **Darren McGuire, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: The 6th Annual Official OCT - Fitness Competition
 Contact Person: Darren McGuire
 Event Dates: 01/09/2015 - 01/11/2015

Contract No: R-063-15
 Phone: (323) 595-2014
 Hours: Friday: 8:00 AM - 4:00 PM
 Saturday: 8:00 AM - 4:00 PM
 Sunday: 9:00 AM - 3:00 PM

Admission Price: 1-Day: \$20.00 3-Days: \$30.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Costa Mesa Building (#10)	01/08/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Huntington Beach Building (#12)	01/08/2015 02:00 PM - 08:00 PM	Move In	750.00
Main Mall	01/08/2015 08:00 AM - 08:00 PM	Move In	700.00
The Hangar	01/08/2015 08:00 AM - 08:00 PM	Move In	1,600.00
Friday			
Costa Mesa Building (#10)	01/09/2015 08:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	01/09/2015 08:00 AM - 04:00 PM	Event	3,000.00
Main Mall	01/09/2015 08:00 AM - 04:00 PM	Event	1,400.00
The Hangar	01/09/2015 08:00 AM - 04:00 PM	Event	3,200.00
Saturday			
Costa Mesa Building (#10)	01/10/2015 08:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	01/10/2015 N/A	N/A	N/A
Main Mall	01/10/2015 08:00 AM - 04:00 PM	Event	1,400.00
The Hangar	01/10/2015 08:00 AM - 04:00 PM	Event	3,200.00
Sunday			
Costa Mesa Building (#10)	01/11/2015 09:00 AM - 04:00 PM	Event	4,000.00
Huntington Beach Building (#12)	01/11/2015 N/A	N/A	N/A
Main Mall	01/11/2015 09:00 AM - 04:00 PM	Event	1,400.00
The Hangar	01/11/2015 09:00 AM - 04:00 PM	Event	3,200.00
Monday			
Costa Mesa Building (#10)	01/12/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	01/12/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	01/12/2015 08:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	01/12/2015 08:00 AM - 12:00 PM	Move Out	No Charge

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

Total: 33,850.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet - Dynamic IP	01/09/2015 - 01/11/2015	1.00 EA	125.00 EA/DAY	375.00
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair	Estimate 35	35.00 EA	2.50 EA	87.50
Dumpster	Estimate 50	50.00 EA	18.00 EA	900.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Folding Table	Estimate 10	10.00 EA	15.00 EA	150.00
Forklift	Estimate 15 Hours	15.00 HR	75.00 HR	1,125.00
Hang Tag - 3 Day	Estimate 9	9.00 EA	12.00 EA	108.00
Man Lift (Banners)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board	01/05/2015 - 01/11/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	01/09/2015 - 01/11/2015	2.00 EA	75.00 EA/DAY	450.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Stanchion	Estimate 6	6.00 EA	5.00 EA	30.00
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EA	300.00
Wireless Router	Estimate 1	1.00 EA	75.00 EA	75.00

Total: 6,925.50

EXHIBIT A

Event Information Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 24 Hours	24.00 HR	19.50 HR	468.00
Janitorial Attendant	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Day</u>				
Grounds Attendant Lead	01/09/2015 07:00 AM - 04:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	01/09/2015 07:00 AM - 04:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	01/09/2015 07:00 AM - 04:00 PM	4.00 EA	19.50 HR	702.00
Grounds Attendant Lead	01/10/2015 07:00 AM - 04:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	01/10/2015 07:00 AM - 04:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	01/10/2015 07:00 AM - 04:00 PM	4.00 EA	19.50 HR	702.00
Grounds Attendant Lead	01/11/2015 08:00 AM - 03:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	01/11/2015 08:00 AM - 03:00 PM	2.00 EA	19.50 HR	273.00
Janitorial Attendant	01/11/2015 08:00 AM - 03:00 PM	4.00 EA	19.50 HR	546.00
<u>Clean Up</u>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 26 Hours	26.00 HR	19.50 HR	507.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Electrician	Estimate 3 Hours	3.00 HR	47.50 HR	142.50
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Sales & Services</u>				
Event Coordinator	01/09/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	01/10/2015 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	01/11/2015 08:00 AM - 03:00 PM	1.00 EA	40.00 HR	280.00
<u>Parking</u>				
<u>Set Up</u>				
Parking Attendant Lead	01/08/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	01/08/2015 Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<u>Technology</u>				
Technology Attendant	TBD	TBD HR	37.50 HR	TBD
<u>Outside Services</u>				
Emergency Medical Services	TBD	TBD EA	20.00 HR	TBD
Emergency Medical Services	TBD	TBD EA	20.00 HR	TBD
Emergency Medical Services	TBD	TBD EA	20.00 HR	TBD
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	200.00 EVT	200.00

Total: 7,672.00

Summary

Facility Rental Total	\$33,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$14,597.50
Refundable Deposit	\$2,000.00

Grand Total: \$50,447.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/31/2014	\$50,447.50

Total: \$50,447.50

Payment Total: \$50,447.50

Please Remit Payment in *Check Only*

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

EXHIBIT A

Event Information

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.

BANNERS

All banner locations and sizes must be approved by OCFEC.

CANOPIES

No canopies or pop-up tents are allowed in the buildings or breezeways.

HEALTH DEPARTMENT

Official OCT has agreed to be the Health Department coordinator for all food and beverage vendors at The 6th Annual Official OCT - Fitness Competition.

MAIN MALL FOOD VENDORS (GROUND SURFACE PREPARATION AND PROTECTION)

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

OVALATIONS

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

SHIPMENTS

Due to facility/storage space limitations, event shipments may not arrive on OCFEC property any earlier than Monday, January 5, 2015.

Title: Darren McGuire, Promoter

Title: Sharon Augenstein, Chief Financial Officer

Title: Juan Quintero, Oventions General Manager

REVIEWED _____

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

SOHO Taco

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

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

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

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

SOHO Taco
902 West McFadden Avenue
Santa Ana, CA 92707

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

By _____

By _____

Title: Rico Revilla

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Dogzilla Hotdogs 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, 2015 to December 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:

Dogzilla Hotdogs

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.

Dogzilla Hotdogs
3400 Avenue of the Arts, E209
Costa Mesa, CA 92626

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

By _____

By _____

Title: Martin Tse

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

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

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

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

The Viking Truck

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

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

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

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

The Viking Truck
15281 Columbia Lane
Huntington Beach, CA 92647

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

By _____

By _____

Title: Heather Beck

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

APPROVED _____

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and My Delight Cupcakery 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, 2015 to December 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:

My Delight Cupcakery

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

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

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

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

My Delight Cupcakery
1520 North Mountain Avenue
Ontario, CA 91786

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

By _____

By _____

Title: Melissa Navarro

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
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Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (<i>Day of Week TBD</i>)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

Cousins Maine Lobster

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

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

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

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

Cousins Maine Lobster
1114 North Kings Road, #6
West Hollywood, CA 90069

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

By _____

By _____

Title: Jim Tselikis

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

Tamarindo Truck

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

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

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

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

Tamarindo Truck
15 Via Destino
San Clemente, CA 92673

By _____

Title: Sarah Resendiz

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

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
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2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Porko Rico BBQ 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, 2015 to December 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:

Porko Rico BBQ

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.

Porko Rico BBQ
15281 Columbia Lane
Huntington Beach, CA 92647

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

By _____

By _____

Title: Luis Flores

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
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2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

The Cut Handcrafted Burgers

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

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

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

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

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

By _____

Title: Steve Kim

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

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
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2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (<i>Day of Week TBD</i>)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
January 1, 2015 to December 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:

Falasophy

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

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

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

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

Falasophy
178 Brandywyne Terrace
Costa Mesa, CA 92627

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

By _____

By _____

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

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
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- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
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- 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 2015 EVENTS**

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2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

January 1, 2015 to December 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:

Stickaberry

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

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

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

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

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

By _____

Title: Mary Ann Gille

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

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (<i>Day of Week TBD</i>)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

APPROVED _____

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Hula Dog 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, 2015 to December 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:

Hula Dog

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
2233 West Balboa Boulevard, #109
Newport Beach, CA 92663

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

By _____

By _____

Title: Ken Kowalski

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

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

****TENTATIVE SCHEDULE OF PLANNED 2015 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
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2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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 January 10, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **White Rabbit** 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, 2015 to December 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:

White Rabbit

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.

White Rabbit
8316 Winnetka Avenue
Canoga Park, CA 91306

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

By _____

By _____

Title: Michael Dimaguila

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
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2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***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

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
January 7, 2015**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	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	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	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$549,284.00
New					
Revision/Amendment					

New Joint Powers Authority Agreements

December 2014

None

Joint Powers Authority

Invoices Paid in December 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 #: 75846
Date Paid: 12/03/2014

Payment Authorization

Date: 11/17/2014

Amount: \$245.00

Vendor Name: Byer Geotechnical, Inc.

Invoice No.: 41947

Invoice Date: 11/7/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 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

November 07, 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

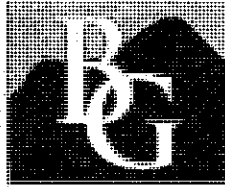
Invoice # 41947
BG 21695
Job Address: 88 Fair Drive, Costa
Mesa

WORK PERFORMED: Preparation of "Addendum Geotechnical Engineering Exploration Report, Cement Content, Plaza Area Grading, Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California," dated November 7, 2014.

Date	Init.	Description	Hours	Rate	Amount
11/7/2014	HH	Addendum Preparation, Project Geologist	1.00	150.00/hr	\$150.00
	RIZ	Addendum Review, Chief Geotechnical Engineer	0.50	190.00/hr	\$95.00
Total from current billing period				1.50	\$245.00

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 Pay
B. Freese 11-17-14



BYER GEOTECHNICAL, INC.

November 7, 2014
BG 21695

Orange County Fair & Event Center
% California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

Attention: David Freese

Subject

Addendum Geotechnical Engineering Exploration Report
Cement Content, Plaza Area Grading
Pacific Amphitheater
100 Fair Drive
Costa Mesa, California

References: Reports by Byer Geotechnical, Inc. (BG 21492):

Geotechnical Engineering Exploration, Proposed Rotunda Entrance, Retaining Walls, and Berm Regrading, Proposed Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California, dated September 26, 2012;

Addendum Geotechnical Engineering Exploration Report, Proposed Rotunda Entrance, Retaining Walls, and Berm Regrading, Proposed Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California, dated December 10, 2012;

Addendum Geotechnical Engineering Exploration Report, Additional Recommendations - Proposed Retaining Walls, Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California, dated October 4, 2013; and

Addendum Geotechnical Engineering Exploration Report, Revised Permanent Tieback Bond Strength, Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California, dated October 31, 2013;

Gentlepersons:

This addendum geotechnical engineering exploration report has been prepared to provide additional recommendations for the subgrade treatment of the Plaza area. This addendum follows consultation

November 7, 2014

BG 21695

Page 2

with members of the design team and with representatives of the California Fairs Financing Authority.

Detail 8 on Sheet C-2.7 of the plans states, "Contractor shall provide cement treatment subsoil to 12" depth at concrete paved areas per the recommendation of the geotechnical report." The December 10, 2012, report stated, "The use of 1 to 2 percent Portland cement also will mitigate against expansion of the subgrade in areas of proposed pavement, including the Plaza area." Based on the previous testing by Byer Geotechnical, 2-percent cement will decrease the expansion potential by about 15 to 20 percent. In consultation with representatives of CFFA, to achieve the desired amount of expansion potential mitigation, the use of four-percent cement is recommended.

It remains important that the subgrade soil be saturated prior to placing the slabs. Preparing the subgrade soil at 120 percent of optimum moisture during the cement treatment may eliminate the need for flooding. However, if the subgrade soil has a chance to dry out prior to placing the slab, flooding may be required.

All other recommendations included in the referenced reports remain valid and applicable.

November 7, 2014

BG 21695

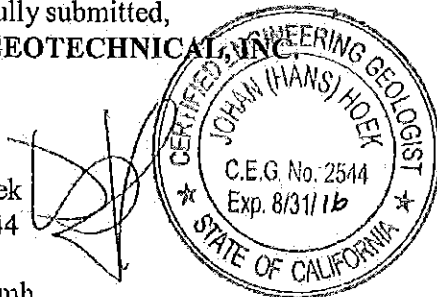
Page 3

Byer Geotechnical appreciates the opportunity to continue to provide our service on this project. Any questions concerning the data or interpretation of this report should be directed to the undersigned.

Respectfully submitted,

BYER GEOTECHNICAL, INC.

Hans Hoek
E. G. 2544



Robert I. Zweigler
G. E. 2120



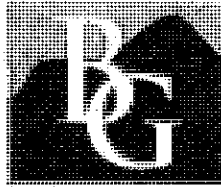
HH:RIZ:mh

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- xc: (3) Addressee (E-mail and Mail)
 (1) MAKE Architecture, Attention: Bill Beuter (E-mail)
 (1) Nishkian Chamberlain, Attention: Craig Chamberlain (E-mail)
 (1) Paller-Roberts Engineering, Attention: Phil Roberts (E-mail)

BYER GEOTECHNICAL, INC.

1461 East Chevy Chase Drive, Suite 200 • Glendale, California 91206 • tel 818.549.9959 • fax 818.543.3747 • www.byergeo.com



BYER GEOTECHNICAL, INC.

November 7, 2014
BG 21695

Orange County Fair & Event Center
% California Fairs Finance Authority
1776 Tribute Road, Suite 220
Sacramento, California 95815

Attention: David Freese

Subject

Transmittal of Addendum Geotechnical Engineering Exploration Report
Cement Content, Plaza Area Grading
Pacific Amphitheater
100 Fair Drive
Costa Mesa, California

Gentlepersons:

Byer Geotechnical has completed our addendum report dated November 7, 2014, which provides additional geotechnical engineering recommendations with respect to the proposed project. It is our understanding that the California Fairs Financing Authority represents the reviewing agency for this document. Copies of the report have been distributed as follows:

- (3) Addressee (E-mail and Mail)
- (1) MAKE Architecture, Attention: Bill Beauter (E-mail)
- (1) Nishkian Chamberlain, Attention: Craig Chamberlain (E-mail)
- (1) Paller-Roberts Engineering, Attention: Phil Roberts (E-mail)

It is our understanding that the California Fairs Financing Authority will file the addendum report for outside agency review, if required. Please review the report carefully. Questions concerning the report should be directed to the undersigned. Byer Geotechnical appreciates the opportunity to offer our consultation and advice on this project.

Very truly yours,
BYER GEOTECHNICAL, INC.

Hans Hoek
Project Consultant



CALIFORNIA
FAIR FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75853
Date Paid: 12/03/2014

Payment Authorization

Date: 11/24/2014

Amount: \$755.25

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109853

Invoice Date: 6/30/2014

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade


Fair Name: OC Fair & Event Center

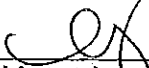
Please pay the above vendor within 7 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
6/30/2014	109853
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
	Net 30	7/30/2014	140078		West End Electrical	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	West End Electrical 100 Fair Drive Costa Mesa, CA 92626					
6/4/2014	Masonry Inspector, per hour			4	88.50	354.00
6/4/2014	Compression Testing, Masonry Grout, Lab No.08697-08700,each			4	20.00	80.00
6/5/2014	Concrete Inspector -Sample Pick Up, per hour			2.5	88.50	221.25
6/30/2014	Certified Payroll Requirement			1	100.00	100.00
Please remit to above address.				Total	\$755.25	

nikkl@helderengineering.com

www.holderengineering.com

Heider Engineering Services, Inc.
A/R Aging QuickZoom
As of November 21, 2014

Type	Date	Num	Name	Due Date	Aging	Open Balance
California Fair Services Authority						
140078 West End Electrical						
Invoice	06/30/2014	109853	California Fair Services Authority:140078 West End Electrical	07/30/2014	114	755.25 E
Invoice	08/30/2014	109949	California Fair Services Authority:140078 West End Electrical	09/29/2014	53	150.00 <
Total 140078 West End Electrical						905.25
Total California Fair Services Authority						905.25
TOTAL						905.25

Agreed to
Debra Fair
approved
11/21/2014

Cindy Fisher

From: David Freese
Sent: Friday, November 21, 2014 11:04 AM
To: Cindy Fisher
Subject: RE: Invoice 109949 from Heider Engineering Services, Inc.

Cindy,
These are ok.

-----Original Message-----

From: Cindy Fisher
Sent: Friday, November 21, 2014 10:53 AM
To: David Freese
Cc: Debra Calavano; nikki@heiderengineering.com
Subject: FW: Invoice 109949 from Heider Engineering Services, Inc.

Good Morning,

Could you please confirm these are ok to submit for payment? - Both are for West End Electric.

Thank you.

Cindy

-----Original Message-----

From: Cindy Fisher
Sent: Friday, September 26, 2014 1:49 PM
To: 'David Freese'
Subject: FW: Invoice 109949 from Heider Engineering Services, Inc.

Hi,

Let me know on these two for West End Elec.

Thank you.

Cindy

-----Original Message-----

From: Cindy Fisher
Sent: Tuesday, September 2, 2014 1:13 PM
To: David Freese
Subject: FW: Invoice 109949 from Heider Engineering Services, Inc.

Hi,

Let me know if ok to submit to OC.

Thanks.

-----Original Message-----

From: Nikki Heider [mailto:nikki@heiderengineering.com]

Sent: Saturday, August 30, 2014 5:26 PM

To: David Freese

Cc: Cindy Fisher

Subject: Invoice 109949 from Heider Engineering Services, Inc.

David:

I have attached your invoice 109949. Project is not completed. Please remit payment to our office.

All reports can be viewed on our company website:

www.heiderengineering.com

Thank you for your business - we appreciate it very much.

Sincerely,

Monica "Nikki" Heider

Heider Engineering Services, Inc.

800 South Rochester Ave. Suite A

Ontario, CA 91761

Office: 909-673-0292

Fax: 909-673-0272



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Check #: 75853
Date Paid: 12/03/2014

Payment Authorization

Date: 11/24/2014

Amount: \$150.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109949

Invoice Date: 8/30/2014

Project No.: 03213034

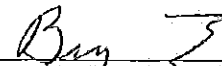
Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

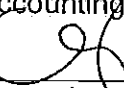
Please pay the above vendor within 7 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
800 South Rochester Ave, Suite A
Ontario, CA 91761
(909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
8/30/2014	109949
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
	Net 30	9/29/2014	140078		Electrical Project	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
7/21/2014	West End Electrical Project 100 Fair Drive, Costa Mesa Registered Civil Engineer, Final Report, per hour			1	150.00	150.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75853
Date Paid: 12/03/2014

Payment Authorization

Date: 11/24/2014

Amount: \$1,667.00

Vendor Name: Helder Engineering Services, Inc.

Invoice No.: 110135

Invoice Date: 10/31/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

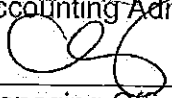
Please pay the above vendor within 7 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
10/31/2014	110135
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	11/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626					
10/6/2014	Concrete Inspector, per hour			4	82.00	328.00
10/6/2014	Lab Nos.: 13756-16760 Compression Testing, concrete cyls., each			5	20.00	100.00
10/7/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
10/29/2014	Concrete & Welding Inspector, per hour			8	82.00	656.00
10/29/2014	Lab Nos.: 14812-14815 Compression Testing, concrete cyls., each			4	20.00	80.00
10/29/2014	Registered Civil Engineer, per hour			0.5	160.00	75.00
10/31/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
10/31/2014	Certified Payroll Requirement			1	100.00	100.00
Please remit to above address.				Total	\$1,667.00	

nlkkl@heiderengineering.com

www.heiderengineering.com

Cindy Fisher

From: David Freese
Sent: Friday, November 21, 2014 11:25 AM
To: Cindy Fisher
Subject: RE: Invoice 110135 from Heider Engineering Services, Inc.

Approved

-----Original Message-----

From: Cindy Fisher
Sent: Friday, November 21, 2014 11:15 AM
To: David Freese
Cc: Debra Calavano
Subject: FW: Invoice 110135 from Heider Engineering Services, Inc.

One more. Current invoice for Pac Amp Ph II. Let us know if ok to submit to OC for payment.

Thanks again.

Cindy

-----Original Message-----

From: Nikki Heider [mailto:nikki@heiderengineering.com]
Sent: Tuesday, November 18, 2014 11:34 AM
To: David Freese
Cc: CFFAaccounting; Cindy Fisher
Subject: Invoice 110135 from Heider Engineering Services, Inc.

David:

I have attached your Invoice 110135. Please remit payment to our office.
All reports can be viewed on our company website:
www.heiderengineering.com

Thank you for your business - we appreciate it very much.

Sincerely,

Monica "Nikki" Heider
Heider Engineering Services, Inc.
800 South Rochester Ave. Suite A
Ontario, CA 91761
Office: 909-673-0292
Fax: 909-673-0272



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800 - A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

Page 1 of 1 Job No. 130190 Date 10-30-13

Type of Inspection Performed

Concrete

Type of Field Testing Performed

Project Name <u>Pacific Amphitheater</u>		Permit No.:	
Project Address <u>100 Fair Dr,</u>		Issued by:	
<u>Costa Mesa, CA</u>		Contractor <u>A.W.T.</u>	
Architect <u>MAKE</u>	Subcontractor <u>Radica Concrete</u>		
Engineer <u>Nishkan Chamberlain</u>	Subcontractor		
Samples obtained for lab testing			
Type of sample	No. of samples	Tests to be performed	
<u>Concrete</u>	<u>1 set of 4</u>	<u>4x8 cylinders</u>	<u>compressive strength</u>

Summary of Observation and Testing Arrived on site as requested.

Observed placement of 40+ yards of 3000 PSI concrete mix
no. RS300P41 supplied by Robertsons. Concrete was placed
using a hard rock trailer pump from Conco Pumping. Concrete
was placed in piles 9, 11, 13, 31 and 33. Monitored trucks
and tickets for mix design, batch time, slump and to
verify truck number is on ticket, cast 1 set of 4 4x8
cylinders with slump and temps.

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Ed Jones Edward A. Jones
Signature of Registered Inspector

+travel

5 hrs.

Time In	Time Out	Reg. Hours	OT Hours
<u>0900</u>	<u>1230</u>	<u>3.5</u>	
Approved by <u>Khrista Cummings</u>		Project Superintendent (I)	

Concrete 858191 JCC
Discipline Number Agency



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761
Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Thursday

Page 1 of 1

Job No. 130190

DATE 13/10/24

Type of Inspection Performed

Shop welding

Type of Field Testing Performed

Project Name: Pacific Amphitheater- Lobby Plaza		Permit No.
Project address: 100 Fair Drive Costa Mesa		Issued by
92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: Nishkan Chamberlain		Subcontractor
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Welders: (2) Thomas Maldonado AWS, ID # 618-25-0140 FCAW

Frank Flores AWS, ID # 780-22-9 FCAW

All welders previously reported using FCAW process AWS Electrodes NR232 E-71T-8

Observed the welding parameters, preheat, and interpass temperatures in accordance to the approved WPS's and applicable building codes

Visual inspection of the in-progress shop fabrication of beams, 23, 12, 34,


Observed the welding and fit up of HSS 10X10X1/2 AND 3/4" plates welded to beam web and beam flange with 5/16 fillet welds per planes Detail 1 Section A, B, C,

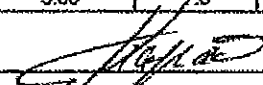
Material ID To Certified Mill test Report

(1)	24X104X60	HEAT # 402210	A572GR50/A992
(2)	14X120X40	HEAT # N 019897	A 572GR50/A992
(2)	24X104X50	HEAT # N 017572	A5A572GR50/A992
(1)	24X104X50	HEAT # N 402211	A572GR50/A992
(2)	24X104X55	HEAT # 404031	A709 GR50
(1)	16X100	HEAT # 410435	A992 GR50
(1)	16X120	HEAT # N 020327	A992 GR50
(1)	16X100	HEAT # 410430	A992 GR50

WORK NOT COMPLETED

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.


Signature of Registered Inspector: Lalo Garcia
ICWI 5070701 Heider
ICBO 5104606-85 Engineering
Discipline Number Agency

Time In	Time Out	Reg. Hours	OT Hours
7:00	3:00	7.5	
Approved by 			



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761
Phone: (909) 673-0292 Fax: (909) 673-0272

OSA File No. _____

OSA App No. _____

Thursday

Page 1 of 1

Job No. 130190

DATE 13/10/21

Type of Inspection Performed

Shop welding

Type of Field Testing Performed

Project Name: Pacific Amphitheater- Lobby Plaza		Permit No.
Project address: 100 Fair Drive Costa Mesa		Issued by
92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: Nishkian Chamberlain		Subcontractor
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Beams have been welded and painted, Material ID To Certified Mill test Report was done to

- (2) 24x104x50 Heat# 017572 A572GR50/A992
- (1) 24X104X50 HEAT# 402211 A572GR50/A992
- (1) 24X104X80 Heat# 402210 A572GR50/A992
- (1) 24X101X50 Heat# 402208 GR 50/A992
- (3) 24X104X45 Heat# 404032 A572GR50/A992

THE HSS 10"X10"X1/2" AND 3/4" PLATES WELDED TO BEAMS.

FILLETS SHOW NO EVIDENCE OF POROSITY, UNDERCUT, OVERLAP, CRATERS AT THE TERMINATION OF WELDS AND NO LONGITUDINAL CRACK'S

WELD SIZE'S PER DETAIL,

BEAMS (10) (9), (13),(31),(33),(11),(30), (28)

BEAMS HAVE BEEN WELDED AND FITTED PRIOR TO INSPECTORS ARRIVEL

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Lalo Garcia
Signature of Registered Inspector: Lalo Garcia
CWI 5070701 Heider
ICBO 5104606-85 Engineering
Discipline Number Agency

8 hrs

Time In	Time Out	Reg. Hours	OT Hours
7:00	3:00	7.5	
Approved by <u>[Signature]</u>			



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 130190

DATE 10/25/13

Type of Inspection Performed _____

Shop Welding

Type of Field Testing Performed _____

Project Name: Pacific Amphitheater - Lobby Plaza		Permit No.
Project address: 100 Fair Drive		Issued by:
Costa Mesa, 92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: NishKian Chamberlain		Subcontractor:
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 7:00 AM as requested from contractor.

Welders (2) Thomas Maldonado AWS Certified ID # 618-25-0140 FCAW

Frank Fires AWS Certified, ID # 780-22-9 FCAW.

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.

Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beam 8, 14, & 36.

Beam welded complete with 5/16 fillet at this time is # 12.

Observed the welding and fit up of HSS 10"X10"X1/2 and 3/4" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C, of beams 23 & 34

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catarino Luquin

Cert. 8033304

ICC Inspection

Discipline

Number

Agency

Time In	Time Out	Reg. Hours	OT Hours
7:00 A.M.	12:30		
Approved by			



INSPECTOR'S DAILY REPORT

HFIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 1301B0

DATE 10/26/13

Type of Inspection Performed _____

Shop Welding

Type of Field Testing Performed _____

Project Name: Pacific Amphitheater - Lobby Plaza		Permit No. _____
Project address: 100 Fair Drive		Issued by: _____
Costa Mesa, 92626		Contractor: _____
Architect: Make Architecture		Subcontractor: _____
Engineer: NishKian Chamberlain		Subcontractor: _____
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 6:30 AM as requested from contractor.

Welders (4) Thomas Maldonado AWS Certified ID # 618-25-0140 FCAW, Frank Fires AWS Certified, ID # 780-22-9 FCAW, Oscar Cervantes AWS Certified ID # 615-29-9082 FCAW, Heriberto Chavez LA City ID # P012061 FCAW.

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.

Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beams 16, 14, 36, and 8
Beam welded complete with 5/16 fillet at this time is # 32 & 34

Observed the welding and fit up of HSS 10"x10"x1/2 and 3/4" & 1" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C.

Found deficiencies on fillet welds overlap and undercut welds are being repaired.

Oxygen cutting was used for the cutting of holes for 10"x10"x1/2 HSS steel tubes during fit up.

Material ID to Certified mill test report

(1) 14X120X45 Heat # N 020327 A572GR50/A992

WORK NOT COMPLETED

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catarino Luquin

Cert. 8033304

ICC Inspection

Discipline

Number

Agency

Time In	Time Out	Reg. Hours	OT Hours
6:30 A.M.	12:30	5	
Approved by <u>[Signature]</u>			



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

600-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 130190

DATE 10/28/13

Type of Inspection Performed

Shop Welding

Type of Field Testing Performed

Project Name: Pacific Amphitheater - Lobby Plaza		Permit No.
Project address: 100 Fair Drive		Issued by:
Costa Mesa, 92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: NishKian Chamberlain		Subcontractor:
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 6:30 AM as requested from contractor.

Welders ³ Thomas Maldonado AWS Certified ID # 618-25-0140 FCAW, Frank Fires AWS Certified, ID # 780-22-9 FCAW, Jorge Luis Roca AWS Certified ID #615-29-9082 FCAW.

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.
Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beams 28, 16, and 14,
Beam welded complete with 5/16 fillet at this time is # 8, and 36

Observed the welding and fit up of HSS 10"X10"X1/2 and 3/4" & 1" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C.

Oxygen cutting was used for the cutting of holes for 10"X10"X1/2 HSS steel tubes during fit up and ground smooth with a grinder.

Material ID to Certified mill test report

(1) 14X14-1/2X120X45 Heat # N 020327 A572GR50/A992

WORK NOT COMPLETED

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catarino Luquin

Cert. 8033304

ICC Inspection

Discipline

Number

Agency

Time In	Time Out	Reg. Hours	OT Hours
6:30 A.M.	16:30	8	2.0
Approved by <u>[Signature]</u>			



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 130190

DATE 10/29/13

Type of Inspection Performed

Shop Welding

Type of Field Testing Performed

Project Name: Pacific Amphitheater - Lobby Plaza		Permit No.
Project address: 100 Fair Drive		Issued by:
Costa Mesa, 92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: NishKian Chamberlain		Subcontractor:
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 6:30 AM as requested from contractor.

Welders (2) Thomas Maldonado AWS Certified ID # 618-25-0140 FCAW, Frank Fires AWS Certified, ID # 780-22-9 FCAW,

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.

Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beams # 15, and 35
Completed beams are marked with VTOK, HE, and Initials on # 14, 16, and 28.

Observed the welding and fit up of HSS 10"X10"X1/2 and 3/4" & 1" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C.

Fillet welds show no evidence of porosity, undercut, overlap, craters at the termination of welds and no longitudinal cracks on beams 14 and 28.

Found deficiencies on beam advised foreman and they were corrected on beam 16.

Welding Still in Progress

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catalino Luquin

Cert. 8033304

ICC Inspection

Discipline

Number

Agency

Time In	Time Out	Reg. Hours	OT Hours
6:30 A.M.	16:30	8	20.1
Approved by			



INSPECTOR'S DAILY REPORT

HEIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 130190

DATE 10/30/13

Type of Inspection Performed
Type of Field Testing Performed

Shop Welding

Project Name: Pacific Amphitheater - Lobby Plaza	Permit No.
Project address: 100 Fair Drive	Issued by:
Costa Mesa, 92626	Contractor:
Architect: Make Architecture	Subcontractor:
Engineer: NishKian Chamberlain	Subcontractor:

Samples obtained for lab testing

Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 6:30 AM as requested from contractor.

Welders (2) Thomas Maldonado AWS Certified ID # 618-25-0140 FCAW, Frank Fires AWS Certified, ID # 780-22-9 FCAW,

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.
Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beams # 15, 35, and 37

Observed the welding and fit up of HSS 10"X10"X1/2 and 3/4" & 1" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C, and A 2'foot 5 inch long 24X104 piece is being spliced onto a 24X104X50 column with Partial Pin weld 1/2" NS on flanges and 3/8" NS web on columns # 15, and 35.

(2) Beams cut in half for beams # 19, 20, 39, and 40 by torch not grinded at ends due to the fact that they are going to be cut to there proper length in field shipped out to field location on 10/30/13

Beams shipped out to field location on 10/30/13 are # 8, 12, 14, 16, 28, 32, 34, 36 not grinded on each end of beams due to the factthat they are going to be cut to proper length in field.

Welding Still in Progress Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catarino Luquin

Cert. 8033304 ICC Inspection
Discipline Number Agency

Time In	Time Out	Reg. Hours	OT Hours
6:30 A.M.	16:30	8	20.75
Approved by <u>[Signature]</u>			



INSPECTOR'S DAILY REPORT

HFIDER ENGINEERING SERVICES

800-A South Rochester Ave., Ontario, CA 91761

Phone: (909) 673-0292 Fax: (909) 673-0272

DSA File No. _____

DSA App No. _____

Page 1 of 1

Job No. 130190

DATE 10/31/13

Type of Inspection Performed

Shop Welding

Type of Field Testing Performed

Project Name: Pacific Amphitheater - Lobby Plaza		Permit No.
Project address: 100 Fair Drive		Issued by:
Costa Mesa, 92626		Contractor:
Architect: Make Architecture		Subcontractor:
Engineer: NishKian Chamberlain		Subcontractor:
Samples obtained for lab testing		
Type of sample	No. of samples	Tests to be performed
N/A	N/A	N/A

Summary of Observation and Testing

Arrived on job site at 6:30 AM as requested from contractor.

Welders (2) Thomas Maldonado AWS Certified ID # 61B-25-0140 FCAW, Frank Fires AWS Certified, ID # 780-22-9 FCAW,

All welders Previously reporting using FCAW process AWS Electrodes NR-232 E-71T-8.

Observed the welding perimeters, preheat, and interpass temperature in accordance to the approved WPS's and applicable building code.

Visual inspection of the in progress shop fabrication of beams # 15, 35, and 37

Observed the welding and fit up of HSS 10"X10"X1/2 and 3/4" or 1" plates to beam web and to flanges with 5/16 fillet welds per plans Detail 1 Section A, B, C.

Oxygen cutting was used for the cutting of holes for 10"X10"X1/2 HSS steel tubes during fit up and ground smooth with a grinder.

Found deficiencies on beam advised foreman they are being addressed at this time.

Welding Still in Progress

Certificate of Compliance

I hereby certify that I have inspected, to the best of my knowledge, all work reported above. Unless otherwise noted, I have found this work to comply with the approved plans, specifications, and applicable sections of the governing building codes.

Signature of Registered Inspector: Catarino Luquin

Cert. 8033304

ICC Inspection

Discipline

Number

Agency

Time In	Time Out	Reg. Hours	OT Hours
6:30 A.M.	16:30	8	2.0
Approved by <u>[Signature]</u>			



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75872
Date Paid: 12/10/2014

Payment Authorization

Date: 12/3/2014

Amount: \$922.97

Vendor Name: CFFA

Invoice No.: 1628

Invoice Date: 12/3/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

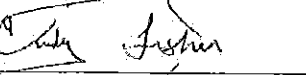
Fair Name: OC Fair & Event Center

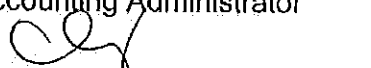
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

1776 Tilburt 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: 1628
Invoice Date: 12/3/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031A Direct Costs for June 2014 See Attached GL detail and Invoices	922.97
	\$922.97

Thank you for your business!
Terms: Due Upon Receipt
Questions: CFFAaccounting.org

Net Invoice: \$922.97
Sales Tax: 0.00
Invoice Total: \$922.97

General Ledger Detail

(6/1/2014 - 6/30/2014)

CFFA
Cindy Fisher

Unit Of Measure: \$

Tuesday, December 2, 2014 9:32:32AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
643-032-03213031-A Supplies-Projects, 032, Pac Amp Rei							161.67
6/18/2014	Summarized AP Invoices	Invoices	AP-Invoice		25.01		
6/18/2014	West America Bank Invoice: 06/07 Supplies	Office Depot Costa Mesa - Office Supplie					25.01
643-032-03213031-A							
		Net:	25.01		25.01	0.00	186.68
664-032-03213031-A Travel-projects, 032, Pac Amp Phase							21,209.98
6/18/2014	Summarized AP Invoices	Invoices	AP-Invoice		897.96		
6/18/2014	West America Bank Invoice: 05/23 hotel	Best Western, Costa Mesa - D. Freese, D. Freese 5/14 - 5/23 ✓					443.96
6/18/2014	West America Bank Invoice: 06/16 Flight	D.Freese 5262419714005, D. Freese 6/16 - 6/20 ✓					454.00
664-032-03213031-A							
		Net:	897.96		897.96	0.00	22,107.94
\$ Grand Totals							
	Beginning Balance	Net Activity	Total Debits	Total Credits			Balance
	21,371.65	922.97	922.97	0.00			22,294.62
\$ Trial Balances							
		Prior:	21,371.65	0.00			21,371.65
		Activity:	922.97	0.00			922.97 ✓
		Ending:	66,554.29	0.00			66,554.29

OFFICE DEPOT STORE #3298

FERNANDO ALCANTAR

Store Manager

2300 Harbor Blvd Suite E-1

Costa Mesa, CA 92627

Tel. (949)646-2162

Fax (949)646-2197

1/20/14 11.2.4 9:28 AM
3298 REG1 TRN 6918 EMP 18020

Item ID	Description	Total
71	FLAGS, SH, 140CT	
2 6.29		12.58
	You Pay	12.58SS
15 41	FLAGS, BRIGHT, 1	
2 5.29		10.58
	You Pay	10.58SS
	Subtotal:	23.16
	s Tax:	1.85
	Total:	25.01
	Visa 1737:	25.01

Shop online at www.officedepot.com

Job Training Office Supply

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey
and receive a coupon for \$10 off your
next qualifying purchase of \$50 or more (excludes
office supplies, furniture and more.
excludes Technology. Limit 1 coupon per
household/business.)

at www.officedepot.com/feedback
and enter the survey code below.

Survey Code:

140R KQ2Y CNER



27VTYP5PURQ5E88EE

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/23/2014 11:13 AM mary

Loyalty Club: 6006637310286679

BASE

Room # 303-A

Registered To:FRÉESE, DAVID
292 SHASTA DRIVE
VACAVILLE, CA 95687

Conf # 71756

Arrival 05/19/14

Departure 05/23/14

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/19/14	khaled	RC	ROOM CHARGE			\$99.99
05/19/14	khaled	9	ROOM TAX			\$8.00
05/19/14	khaled	91	CITY BIA			\$3.00
05/20/14	khaled	RC	ROOM CHARGE			\$99.99
05/20/14	khaled	9	ROOM TAX			\$8.00
05/20/14	khaled	91	CITY BIA			\$3.00
05/21/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/21/14	DEPAL	9	ROOM TAX			\$8.00
05/21/14	DEPAL	91	CITY BIA			\$3.00
05/22/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/22/14	DEPAL	9	ROOM TAX			\$8.00
05/22/14	DEPAL	91	CITY BIA			\$3.00
05/23/14	mary	VS	PAYMENT VISA/MC		0686 - 919131	\$443.96-
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.

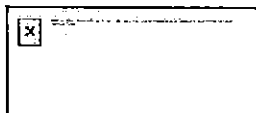
Each Best Western® branded Hotel is independently owned and operated.

Signature

Debra Calavano

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Sunday, June 01, 2014 3:57 PM
To: David Freese
Subject: Flight reservation (MXC57J) | 16JUN14 | SMF-SNA | Freese/David

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!

Upcoming Trip: 06/16/14 - Orange County



AIR Itinerary

AIR Confirmation: MXC57J

Confirmation Date: 06/1/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262419714005	Jun 1, 2015	4019

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.

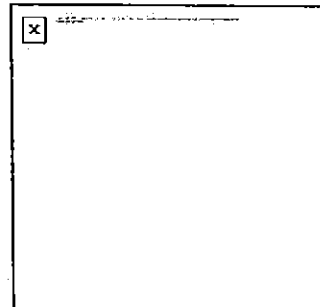
Date	Flight	Departure/Arrival
Mon Jun 16	4283	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins <u>Anytime</u>
Fri Jun 20	4097	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:55 PM Arrive in SACRAMENTO, CA (SMF) at 4:15 PM Travel Time 1 hrs 20 mins <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 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: 454.00

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.

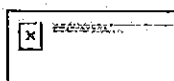
Fare Rule(s): 5262419714005: NONTRANSFERABLE.

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 SMF205.58YLNEV 401.86 END ZPSMFSNA XFSMF4.5SNA4.5
AY5.00\$SMF2.50 SNA2.50



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Boarding Process



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Check-In® Details

Cost and Payment Summary

☐ AIR - MXC57J

Base Fare	\$ 401.86
Excise Taxes	\$ 30.14
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
Total Air Cost	\$ 454.00

Payment Information

Payment Type: Visa XXXXXXXXXXXXX0686
Date: Jun 1, 2014
Payment Amount: \$454.00





CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75872
Date Paid: 12/10/2014

Payment Authorization

Date: 12/3/2014

Amount: \$9,554.00

Vendor Name: CFFA

Invoice No.: 1630

Invoice Date: 12/3/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

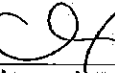
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1630
Invoice Date: 12/3/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Direct Costs for August 2014 See Attached GL detail and invoices	9,554.00
	\$9,554.00

Thank you for your business!

Terms: Due Upon Receipt

Questions: CFFAaccounting.org

Net Invoice: \$9,554.00
Sales Tax: 0.00
Invoice Total: **\$9,554.00**

General Ledger Detail

(8/1/2014 - 8/31/2014)

CFFA
Cindy Fisher

Unit Of Measure: \$

Wednesday, December 3, 2014 10:35:55AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03213031-A	Printing-Projects, 032, Pac Amp Pha						1,345.03
8/6/2014	Summarized AP Invoices	Invoices	AP-Invoice		295.84		
8/6/2014	American Reprographics Company	Invoice: 1035339	PacAmp Ph II 03213031 Scanning 646 orig.				295.84
642-032-03213031-A	Net:		295.84		295.84	0.00	1,640.87
651-032-03213031-A	Legal, 032, Pac Amp Phase II ,						46,526.04
8/6/2014	Summarized AP Invoices	Invoices	AP-Invoice		8,853.76		
8/6/2014	Orbach Huff Suarez & Henderson LLP	Invoice: 68955	Legal 6/10/14-7/31/2014				8,853.76
651-032-03213031-A	Net:		8,853.76		8,853.76	0.00	55,379.80
664-032-03213031-A	Travel-projects, 032, Pac Amp Phase						25,138.79
8/31/2014	Summarized AP Invoices	Invoices	AP-Invoice		364.40		
8/20/2014	West America Bank	Invoice: 08/26 Flight Southwest - Eubanks-5262439133889					364.40
664-032-03213031-A	Net:		364.40		364.40	0.00	25,503.19
668-032-03213031-A	Misc Expense-Project, 032, Pac Amp						1,114.64
8/27/2014	Summarized AP Invoices	Invoices	AP-Invoice		40.00		
8/27/2014	American Reprographics Company	Invoice: 7670399	Pac Amp II Monthly User Fee-Aug 2014, Planwell and Bidcaster - aug				40.00
668-032-03213031-A	Net:		40.00		40.00	0.00	1,154.64
\$ Grand Totals	Beginning Balance	Net Activity	Total Debits	Total Credits	Balance		
	74,124.50	9,554.00	9,554.00	0.00	83,678.50		
\$ Trial Balances			Total Debits	Total Credits	Balance		
		Prior:	74,124.50	0.00	74,124.50		
		Activity:	9,554.00	0.00	9,554.00 ✓		
		Ending:	83,872.21	0.00	83,872.21		

ARC™
801 Broadway
SACRAMENTO, CA 95818
916-443-1322

✓ Scanned
✓ entered
8/15/14

INVOICE NO. 1035339

INVOICE DATE 08/06/14

WORK ORDER# P677988

SOLD TO: Cust# 6474
California Fairs Services Authority
1776 Tribute Road Ste, 100
Sacramento, CA 95815

SHIP TO: Cust# 25800
ATTN: Khristi
ARC - REGION 2 SOCAL / AZ / NV / CO / UT / HI
345 Clinton Street
Costa Mesa, CA 92626

JOB DUE: 07/28/14 at 03:34PM

Delivery/Shipping

CONTACT Khristi/California Fairs Services		PHONE 916-263-6178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME OCFEC PAC AM BRIM			BILLER Jennifer Morford			LOC 024
OP CODE	DESCRIPTION	NO OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT
6164	SMALL FORMAT SCANNING 8.5X11	646	1		646	EA		268.09
6137	CD ARCHIVING	1	1		1	EA		17.00
6137.01	CD ARCHIVING - ADD'L	1	1		1	EA		10.75
<p>----- ORDER NOTES -----</p> <p>OCFEC PAC AM BRIM</p> <p>2 CD's (Scanned & Produced at ARC Costa Mesa -- Will Call for Khristi/CFFA)</p>								

03213031
PAC AM -

OK to pay
8/15/14
OK to pay
8-15-14

For Billing Inquiries, please contact your local branch at 916-443-1322

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
295.84			295.84		295.84

TERMS: Net 30 Days
Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.
677988


Totals

37.70

\$8,671.00

DISBURSEMENTS

Jul-31-14	Out-of-town travel K. Cook car rental regarding settlement meeting 7/2/14.	63.76
	Out-of-town travel K. Cook airport parking regarding settlement meeting 7/2/14.	108.00
	Photocopies 21 @ 0.25	5.25
	Photocopies 15 @ 0.25	3.75
	Photocopies 8 @ 0.25	2.00
	Totals	\$182.76
	Total Fees and Disbursements	\$8,853.76

*OK To Pay 8-18-14
Bm ZL*

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	37.10	\$230.00	\$8,533.00
1600	Cate Boskoff	0.60	\$230.00	\$138.00



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #MSCU5P

Sacramento, CA - SMF to Orange
County/Santa Ana, CA - SNA
Tuesday, August 26, 2014 - Wednesday,
August 27, 2014

Air Total: \$364.40

Amount Paid
\$364.40

Trip Total
\$364.40

AUG 25

TUE 08/26/14 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
08/26/2014 - 08/27/2014

Confirmation #
MSCU5P

Adult Passenger(s)

BRYAN EUBANKS

DAVID FREESE

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019795

00000337987344

DEPART AUG 26	06:05 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #4128 southwest	Tuesday, August 26, 2014
TUE	07:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away
RETURN AUG 27	03:45 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3489 southwest	Wednesday, August 27, 2014
WED	05:05 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	Wanna Get Away Basic Value	<ul style="list-style-type: none"> No Change Fees Applicable fare is \$182.20 Taxes and Fees \$0.00 Southwest Rapid Rewards® points Nonstop flights available 	2	\$182.20
Return	SNA-SMF	Wanna Get Away Basic Value	<ul style="list-style-type: none"> No Change Fees Applicable fare is \$182.20 Taxes and Fees \$0.00 Southwest Rapid Rewards® points Nonstop flights available 	2	\$182.20
Subtotal					\$364.40
					Fare Breakdown

Southwest Airlines - Purchase Confirmation

Page 2 of 2

Enroll in Rapid Rewards and earn at least 860 Points for this trip.
Already a Member? Log in to ensure you are getting the points you deserve.

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:
\$364.40

Gov't taxes & fees now included

Purchaser Name Bryan Eybanks

Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied			
Visa - XXXXXXXXXXXX-1737				\$182.20
Travel Funds - NIXALSO - 4261	Original Balance \$194.00	Applied \$182.20	Remaining \$11.80	\$182.20

Amount Paid
\$364.40

Trip Total
\$364.40



American Reprographics Company, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 95-4657871

03213031

Processed 9-25-14

INVOICE NO. **7670399**

INVOICE DATE **08/27/14**

WORK ORDER# **080024-14**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 08/27/14 at 10:10AM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114				Ed Worcester	
JOB#		JOB NAME		BILLER		LOG	
		***		Tom Johnson		001	

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	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 AUGUST</p> <p><i>Pat Amp</i></p> <p><i>8/12/14</i></p> <p><i>OK TO P-7</i></p> <p><i>132</i></p> <p><i>9-25-14</i></p>										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

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.
1805558

LT



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75905
Date Paid: 12/18/2014

Payment Authorization

Date: 12/16/2014

Amount: \$229,786.00

Vendor Name: AWI Builders, Inc.

Invoice No.: 12

Invoice Date: 11/25/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

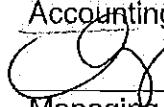
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:		PROJECT:		APPLICATION NO.	12	Distribution To:
California Fairs Financing Authority		OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II		PERIOD TO:	11/25/2014	OWNER
38 Fair Drive, Costa Mesa CA 92626		100 Fair Drive, Costa Mesa Ca 92626		CONTRACT FOR:		ARCHITECT
AWI BUILDERS, INC.		YIA ARCHITECT:		CONTRACT DATE:		CONTRACTOR'S
7321 Paramount Blvd. Pico Rivera CA 90660				PROJECT NOS:	032-13031	FIELD
				JOB NO:		OTHER

The undersigned Contractor certifies that to the best of his 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 him for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: AWI Builders, Inc. **Date:** 12/15/2014

By: [Signature] **State of:** California

County of: Los Angeles

Subscribed and sworn to before me this 15 **Day of:** December

Notary Public: Daniell Marie By **January 7, 2015**

DANIELLE MARIE BOGDANOVICH
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 1920732
EXPIRATION DATE JAN 7, 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$10,348,300.00
2. Net change by Change Order	\$277,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$10,625,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$8,402,595.00
5. RETAINAGE	
a. 5% of Completed Work (Column D + E on G703)	420,126.75
b. % of Stored Material (Column F on G703)	0
Total Retainage (Lines 5a + 5b or Total in Column I on G703)	\$420,126.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$7,982,455.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$7,752,679.25
8. CURRENT PAYMENT DUE (Line 6 from prior Certificate)	\$229,786.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$2,842,834.75

AMOUNT CERTIFIED \$ 229,786.00

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data accompanying this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: [Signature] **Date:** 12-16-14

INSPECTOR: [Signature] **Date:** 12-16-14

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 292,448.00	\$ (15,443.00)
Total approved this month	\$	\$
TOTALS	\$ 292,448.00	\$ (15,443.00)
NET CHANGES by Change Order		\$277,000.00

AWI BUILDERS, INC.
OC FAIR Pacific Amphitheatre & Festival Grounds Phase II

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

(CA CIVIL CODE §8132)

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

Identifying Information:

Name of Claimant: AWI BUILDERS, INC.
Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY
Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
100 Fair Drive, Costa Mesa CA 92626
Owner: CALIFORNIA FAIRS FINANCING AUTHORITY
88 Fair Drive, Costa Mesa CA 92626
Through Date: 11/25/2014

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: \$ 229,786.00
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: 12/15/2014

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: 10/25/2014

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: \$ 427,153.73

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:

VICE PRESIDENT

Date of Signature:

12/15/2014

OC FAIR PACIFIC AMPHITHEATRE PHASE II
Schedule of Values

Project No. 3213031

Period To: 11/25/14 PA # 12

	B DESCRIPTION	C Contract	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD (D+E)				
	DIVISION 01 - MOBILIZATION	\$ 794,000.00						
01000-0	0 Mobilization	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	-250.00
01000-1	1 Project superintendent 330 days	\$ 250,000.00	\$ 220,150.00	7,770.00	-	227,920.00	89.18%	1,396.00
01000-2	2 Temp Facilities	\$ 45,000.00	\$ 38,250.00	1,350.00	-	39,600.00	88.00%	1,980.00
01000-3	3 Temp toilet	\$ 15,000.00	\$ 12,750.00	450.00	-	13,200.00	88.00%	860.00
01000-4	4 AWI Office trailer	\$ 15,000.00	\$ 12,750.00	450.00	-	13,200.00	88.00%	860.00
01000-5	5 Storage bin	\$ 10,000.00	\$ 8,500.00	300.00	-	8,800.00	88.00%	440.00
01000-6	6 Install temp power	\$ 25,000.00	\$ 21,250.00	750.00	-	22,000.00	88.00%	1,100.00
01000-7	7 Trash bin	\$ 40,000.00	\$ 34,000.00	1,200.00	-	35,200.00	88.00%	1,760.00
01000-8	8 GPM schedule	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	-1,250.00
01000-9	9 Bid board	\$ 140,000.00	\$ 140,000.00	-	-	140,000.00	100.00%	-7,000.00
01000-10	10 Liability insurance	\$ 50,000.00	\$ 45,000.00	1,500.00	-	46,500.00	93%	2,225.00
01000-11	11 Field Supply	\$ 20,000.00	\$ 18,000.00	600.00	-	18,600.00	93%	930.00
01000-12	12 Office Supplies	\$ 15,000.00	\$ 13,500.00	450.00	-	13,950.00	93%	497.50
01000-13	13 small tools and Supply	\$ 15,000.00	\$ 13,500.00	450.00	-	13,950.00	93%	497.50
01000-14	14 Landfill services	\$ 15,000.00	\$ 13,500.00	450.00	-	13,950.00	93%	497.50
01000-15	15 Trash bin	\$ 25,000.00	\$ 21,250.00	750.00	-	22,000.00	88.00%	1,100.00
01000-16	16 Survey	\$ 50,000.00	\$ 41,500.00	1,500.00	-	43,000.00	86.00%	2,375.00
01000-17	17 ISWPPP	\$ 10,000.00	\$ 10,000.00	-	-	10,000.00	100.00%	-500.00
02000	DIVISION 02 -	\$ 175,000.00						
02070	Building submittal Coordination	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	-7,500.00
02081	Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	-1,250.00
	DIVISION 03 - CONCRETE	\$ 1,570,000.00						
031000	Form Work	\$ 100,000.00	\$ 100,000.00	-	-	100,000.00	100.00%	-5,000.00
032000	Concrete reinforcement	\$ 180,000.00	\$ 180,000.00	-	-	180,000.00	100.00%	-9,000.00
032001	1 A Pile	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	-7,500.00
033000	Cast in place concrete	\$ 470,000.00	\$ 395,500.00	23,500.00	-	423,000.00	90.00%	21,150.00
033001	1 A Specialty Finish plaza concrete	\$ 350,000.00	\$ 350,000.00	-	-	350,000.00	100.00%	-17,500.00
033500	Architectural Concrete	\$ 200,000.00	\$ 180,000.00	20,000.00	-	200,000.00	90.00%	9,000.00
033713	Shotcrete	\$ 120,000.00	\$ 120,000.00	-	-	120,000.00	100.00%	-6,000.00
04000	DIVISION 04 - MASONRY	\$ 506,000.00						
042000	Unit Masonry	\$ 300,000.00	\$ 285,000.00	5,000.00	-	294,000.00	98.00%	6,000.00
042011	Masonry Rebar	\$ 50,000.00	\$ 50,000.00	-	-	50,000.00	100.00%	-2,500.00
042011	Sealing wall	\$ 156,000.00	\$ 150,000.00	6,000.00	-	156,000.00	100.00%	-7,800.00
	DIVISION 05 - STEEL	\$ 1,093,000.00						
05120	Structural Steel material	\$ 140,000.00	\$ 140,000.00	-	-	140,000.00	100.00%	-7,000.00
05120	1 A Fasteners	\$ 80,000.00	\$ 80,000.00	-	-	80,000.00	100.00%	-4,000.00
05120	1 B Installation	\$ 180,000.00	\$ 180,000.00	-	-	180,000.00	100.00%	-9,000.00
051711	Architectural Exposed Steel	\$ 50,000.00	\$ 42,500.00	7,500.00	-	50,000.00	85.00%	2,125.00

053000	A	Metal Deck fabrication and material	\$ 30,000.00		\$ 30,000.00	-	-	30,000.00	100.00%	-	1,500.00
053000	B	Metal Deck Installation	\$ 12,000.00		\$ 12,000.00	-	-	12,000.00	100.00%	-	600.00
054000		Cold Formed Stud Metal Framing	\$ 365,000.00		\$ 329,400.00	29,288.00	-	358,688.00	98.00%	7,320.00	17,934.00
057100		Ornamental Formed Metal	\$ 25,000.00		\$ 12,500.00	-	-	12,500.00	50.00%	12,500.00	625.00
057132		Column covers	\$ 10,000.00		\$ 10,000.00	-	-	10,000.00	100.00%	-	500.00
06000		DIVISION 06 - WOOD AND PLASTIC		\$ 74,300.00							
061600		Finish Carpentry	\$ 34,000.00		\$ 3,400.00	8,500.00	-	11,900.00	35.00%	22,100.00	555.00
064023		Custom Cabinets	\$ 13,300.00		\$ 1,330.00	-	-	1,330.00	10.00%	11,970.00	66.50
068200		Fiber Reinforced Plastic Panels	\$ 27,000.00		\$ 2,700.00	4,650.00	-	6,750.00	25.00%	20,250.00	337.50
07000		DIVISION 07 - THERMAL/MOISTURE PROTECTION		\$ 307,500.00							
071416		Cold-Fluid Applied Waterproofing	\$ 37,000.00		\$ 37,000.00	-	-	37,000.00	100.00%	-	1,850.00
071910		Concrete Floor Scooter	\$ 5,000.00		\$ 2,500.00	1,750.00	-	4,250.00	85.00%	750.00	212.50
072100		Building Insulation	\$ 41,000.00		\$ 20,500.00	14,350.00	-	34,850.00	85.00%	6,150.00	1,742.50
074213		Metal Wall Panels	\$ 50,000.00		\$ 5,000.00	-	-	5,000.00	10.00%	45,000.00	250.00
074213	1	Installation	\$ 40,000.00		\$ 4,000.00	-	-	4,000.00	10.00%	36,000.00	200.00
075423		Thermoplastic Polyolefin TPO Roofing material	\$ 40,000.00		\$ 40,000.00	6,000.00	-	54,000.00	50.00%	8,000.00	2,700.00
075423	1	Installation	\$ 47,000.00		\$ 37,600.00	4,700.00	-	42,300.00	90.00%	4,700.00	2,115.00
076200		Sheet Metal	\$ 20,000.00		\$ 7,000.00	-	-	7,000.00	35.00%	13,000.00	350.00
077200		Roof Accessories	\$ 7,500.00		\$ 6,000.00	750.00	-	6,750.00	90.00%	750.00	337.50
08000		DIVISION 08 - DOORS		\$ 574,500.00							
081113		Steel Doors and Frames	\$ 24,000.00		\$ 12,000.00	7,200.00	-	19,200.00	80.00%	4,800.00	960.00
081113	1	Access Doors and Frames	\$ 4,000.00		\$ 400.00	-	-	400.00	10.00%	3,600.00	20.00
083323		Overhead Ceiling Doors	\$ 13,000.00		\$ 10,400.00	-	-	10,400.00	80.00%	2,600.00	520.00
084113		Aluminum Framed Entrances and Storefronts	\$ 320,000.00		\$ 304,000.00	-	-	304,000.00	95.00%	16,000.00	15,200.00
084233		Revolving Door Entrances	\$ 50,000.00		\$ 35,000.00	7,500.00	-	42,500.00	65.00%	7,500.00	2,125.00
084113		Glazing Curtain Wall	\$ 61,000.00		\$ 67,950.00	-	-	57,950.00	95.00%	3,850.00	2,897.50
085113		Aluminum Windows	\$ 35,000.00		\$ 12,250.00	-	-	12,250.00	35.00%	22,750.00	612.50
085619		Aluminum pass True Windows	\$ 10,000.00		\$ 1,000.00	-	-	1,000.00	10.00%	9,000.00	50.00
086300		Metal Framed Skylights	\$ 50,000.00		\$ 30,000.00	-	-	30,000.00	60.00%	20,000.00	1,500.00
087100		Door Hardware	\$ 7,500.00		\$ -	-	-	-	0.00%	7,500.00	-
09000		DIVISION 09 - FINISHES		\$ 447,900.00							
092116		Gypsum Board Shaft wall Assemblies	\$ 143,500.00		\$ 64,575.00	-	-	64,575.00	45.00%	78,925.00	3,228.75
092400		Portland Cement Plaster	\$ 95,000.00		\$ 42,750.00	-	-	42,750.00	45.00%	52,250.00	2,137.50
092900		Gypsum Board Dens Glass	\$ 2,400.00		\$ 1,440.00	720.00	-	2,160.00	90.00%	240.00	103.00
093000		Ceramic Tile	\$ 12,000.00		\$ 1,200.00	-	-	1,200.00	10.00%	10,800.00	60.00
095113		Acoustical Ceiling	\$ 40,000.00		\$ 4,000.00	-	-	4,000.00	10.00%	36,000.00	200.00
098319		Acoustical Wall Panels	\$ 70,000.00		\$ 63,000.00	-	-	63,000.00	90.00%	7,000.00	3,150.00
09900		Painting	\$ 85,000.00		\$ 29,750.00	-	-	29,750.00	35.00%	55,250.00	1,487.50
10000		DIVISION 10 - SPECIALTIES		\$ 54,000.00							
101400		Signage	\$ 25,000.00		\$ 2,500.00	-	-	2,500.00	10.00%	22,500.00	125.00
102113		Toilet Components	\$ 2,000.00		\$ 200.00	-	-	200.00	10.00%	1,800.00	10.00
102800		Toilet And Bath Accessories	\$ 12,000.00		\$ 1,200.00	-	-	1,200.00	10.00%	10,800.00	60.00
107313		Awnings	\$ 15,000.00		\$ 11,250.00	-	-	11,250.00	75.00%	3,750.00	562.50
11000		DIVISION 11 - EQUIPMENT		\$ 80,000.00							
110140		Fall Restraint Equipment	\$ 80,000.00		\$ 52,000.00	-	-	52,000.00	65.00%	28,000.00	2,600.00

12060		DIVISION 21 - MECHANICAL	\$ 85,000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</
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CALIFORNIA
FAIR'S FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75908
Date Paid: 12/18/2014

Payment Authorization

Date: 12/15/2014

Amount: \$55,555.00

Vendor Name: CFFA

Invoice No.: 1632

Invoice Date: 12/15/2014

Project No.: 03213031

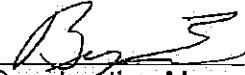
Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

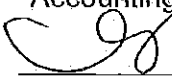
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1632
Invoice Date: 12/15/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031-B 1st of 4 admin fee installments - settlement agreement	55,555.00
	\$55,555.00

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$55,555.00
Sales Tax: 0.00
Invoice Total: **\$55,555.00**



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Check #: 75957
Date Paid: 12/18/2014

Payment Authorization

Date: 12/9/2014

Amount: \$1,100.00

Vendor Name: Willdan Geotechnical

Invoice No.: 2211046

Invoice Date: 11/19/2014

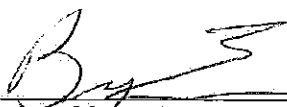
Project No.: 03213031

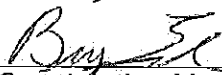
Project Name: Pac Amp Renovation Phase II


Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

CALIFORNIA FAIR FINANCING AUTHORITY
1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO CA 95815

ATTN: DAVID FREESE

Invoice # : 02211046
Invoice Date : 11/19/2014
Project : 102063
Invoice Group : **

Client Ref # :

Project Name : CFFA, PAC AM PHASE II

For Professional Services Rendered from 9/29/2014 through 10/24/2014

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

Time at Hourly Rates	830.00
Expenses	270.00
Current Billing Amount	1,100.00
Amount Due This Invoice	1,100.00

Contract Amount	25,000.00
Previously Billed	18,865.00
Total This Invoice	1,100.00
Billed To Date	19,965.00
Contract Balance	5,035.00

Open Invoice

Number	Date	Amount	Balance
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Total Due:

Aged Balances

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

OK per David
C

OK TO PAY
B-3 11-24-14

Remit To: Willdan Geotechnical
2401 E Katella Ave Suite 300
Anaheim, CA 92806

Questions? Please call Billing at (714) 940-6300

Project : 102063 -- CFFA, PAC AM PHASE II

Invoice # : 02211046

Phase : 3000 -- GEOTECHNICAL SERVICES

Rate Schedule Labor

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
CONCRETE INSPECTOR	8.00	90.00	720.00
MATERIAL TESTING SUPERVISOR	1.00	110.00	110.00

Rate Schedule Labor **830.00**

Unit Pricing Expenses (Rate)

<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Concrete Compression Test	8.00	20.00	160.00
Concrete Sample Pickup	2.00	45.00	90.00
Test Reports	2.00	10.00	20.00

Unit Pricing (Rate) **270.00**

Total Phase : 3000 -- GEOTECHNICAL SERVICES

Labor : 830.00
Expense : 270.00

Total Project: 102063 -- CFFA, PAC AM PHASE II **1,100.00**

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CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 75970
Date Paid: 12/31/2014

Payment Authorization

Date: 12/19/2014

Amount: \$1,120.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 110170

Invoice Date: 11/30/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
11/30/2014	110170
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Contract Amount	Remaining Amount

P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME
2013-02	Net 30	12/30/2014	130190		Pacific Amphitheater

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626			
11/20/2014	Concrete Inspector, per hour	8	82.00	656.00
11/20/2014	Lab Nos.: 16134-16143 Compression Testing, concrete cyls., each	10	20.00	200.00
11/24/2014	Concrete Inspector -Sample Pick Up, per hour	2	82.00	164.00
11/30/2014	Certified Payroll Requirement	1	100.00	100.00

Please remit to above address.

Total

\$1,120.00

Jeff Willson

From: Leslie eve [REDACTED]
Sent: Sunday, January 04, 2015 9:01 PM
To: Jeff Willson
Subject: Smoking at the ocean swap meet

I have been coming to the swap meet buying: shoes, hair products, hair cuts, socks, pet stuff, shaving blades, dipped ice cream for charity, much more, and cigars. I go to the swap meet twice a month with friends. A few weeks ago I even have my car detailed.

It is a place to buy stuff and walk around and smoke cigars. I have been coming there for 15+ years.

I would hope you do not change your smoking policy. It is outdoors.

Over the years I have seen many changes. Some for the good, some not so good. I have seen the tough years and a good years. This in my opinion would be one of your poor choices. I have been walking around with cigars for many years, I have never had anyone come up to me and complain. I am NOT a large, or intimidating person. So people would have no problems coming up to me.

If you would like to contact me please feel free.

Leslie Eve
Long Beach, California.
[REDACTED]

Jeff Willson

From: Nicole Rosenthal [REDACTED]
Sent: Sunday, January 04, 2015 9:23 PM
To: Jeff Willson

There should be no reason why you change the rules on smoking I enjoy going to the fair grounds and drinking a beer and smokin a cigar and And why would you change something that has zero complaints in the last 35 years Sent from my iPhone

Jeff Willson

From: H.E. Rowe [REDACTED]
Sent: Monday, January 05, 2015 1:58 PM
To: Jeff Willson
Subject: Smoking at the Swap Meet - Attention Fair Board Members

My wife and I have lived in Costa Mesa for over 30 years and enjoy attending the swap meet on a regular basis. Part of my enjoyment is in purchasing a cigar and walking around while smoking. Please leave the smoking policy as it is.

Thank you,

Butch Rowe

[REDACTED]
Costa Mesa, CA 92626

Jeff Willson

From: Darcy Analora [REDACTED]
Sent: Monday, January 05, 2015 3:05 PM
To: Jeff Willson
Subject: Attention Fair Board Members

Hello,

We are writing in to help support keeping the cigars, beer and wonderful foods at the Orange County Marketplace. For several years now, our monthly treat is to come out on a weekend morning and get a beer, walk the park listening to the music and enjoying cigars and fire bites. The people at Paradise Cigar and among the most wonderful vendors at the marketplace and have made our experiences wonderful. Please don't change one of the last untouched venues by the politically correct squad. Thank you so much for your consideration.

Darcy Analora and Jesse Rios

Jeff Willson

From: Mark Vorbau [REDACTED]
Sent: Monday, January 05, 2015 5:56 PM
To: Jeff Willson
Subject: Fair Board members

Attn Fair Board members

I have for years walked around at the Fair smoking a cigar while having a beer.
Why change the current smoking policies. I understand there have been no complaints.
I has alway great to walk around the Fair and Swap Meet smoking a cigar.

Thank You:

Professor Mark Vorbau

Jeff Willson

From: Ben Armstrong [REDACTED]
Sent: Monday, January 05, 2015 6:32 PM
To: Jeff Willson
Subject: Smoking at the fair grounds

Me and my friends have been going to the oc swap meet now for 20 years ,we enjoy walking around with our cigars and eating the food and having a beer.there have been NO COMPLAINTS about the cigar/cigarets smell in the last 35 years.I do not see why you would change the current smoking policy.I understand there have been NO complaints in many years

Jeff Willson

From: Gene [REDACTED]
Sent: Monday, January 05, 2015 7:32 PM
To: Jeff Willson
Subject: We want cigars

It has been brought to my attention that someone or some group want to limit certain individual freedoms at the Fairgrounds or Market place.

I have been coming to the Fair Grounds for over Thirty years to smoke a cigar and have a beer and there have not been any complaints that I am aware of. It is something that I look forward to and see no reason to make any changes. Since there have been no problems I respectfully hope that no changes will be made.

It is an open air venue and allows freedom to walk around and visit with any vendor and their wares.

Please do not divide this area up into individual spaces for cigar smoking and the drinking of beer.

Thank you

Gene Miller

[REDACTED]

Jeff Willson

From: GLEN HULL [REDACTED]
Sent: Monday, January 05, 2015 8:36 PM
To: Jeff Willson
Subject: NO SMOKING policy

I have been attending the swap meet at the Fair Grounds for many years.

While attending, walking around I have been able to enjoy alcoholic beverages, food and smoking in the open air.

Most of us that smoke attempt to do so without offending others.

I for one do not smoke in the vendor spaces, except at the cigar space, nor have I seen anybody else smoke in the vendor spaces.

I have not encountered one person complaining about cigar smoking. I have on the other hand had people inform me that they liked the aroma.

I hope that the board will see its way clear of the NO SMOKING policy by voting it down.

Sincerely
Glen Hull

Jeff Willson

From: Howard Singer [REDACTED]
Sent: Tuesday, January 06, 2015 2:05 PM
To: Jeff Willson
Subject: Cigars

I enjoy coming out to the Fair Grounds and sitting at Paradise Cigars and smoking a cigar. I for one and some of my friends will not come to the Fairgrounds if you take away that Freedom. When you you Elected Officials stop taking away every Freedom that we have. Soon will there will not be any difference between us and any Communist Country.

Howard M. Singer
National Treasurer
Choir Boys Law Enforcement Motor Cycle Club

Jeff Willson

From: Alice Edel [REDACTED]
Sent: Tuesday, January 06, 2015 4:14 PM
To: Jeff Willson
Subject: cigarette smoking

To Whom It may Concern:

I feel if you are going to stop people from smoking while walking around how about the drinking????? I have never heard of anyone getting killed in a car because someone was smoking!!!! But you do have countless folks drinking then getting in their cars on a Sunday no less driving away. Smoking is a choice that folks have as is drinking so if you stop one why not both???? I have never been opposed to people smoking in public and it doesn't bother me. Besides have you ever bothered to count just how many smokers you have walking around, I've seen plenty of drinkers and what is to stop them from giving that cup to a minor. Seems like you are addressing the wrong problem

Alice Edel

Jeff Willson

From: Mike Watts [REDACTED]
Sent: Tuesday, January 06, 2015 6:12 PM
To: Jeff Willson
Subject: Cigar smoking at the fair grounds

As a OC Sheriff deputy for 13 years working the fair I have never seen a problem with cigar smoking at the fair grounds. Many deputies enjoy cigars walking the fair grounds on their personal time off duty. This restriction would not be well received.

Mike
Watts

Jeff Willson

From: Jim Fortier [REDACTED]
Sent: Tuesday, January 06, 2015 7:35 PM
To: Jeff Willson
Subject: ATTENTION FAIR BOARD MEMBERS

I have been going to the Orange County Swap meet for over 20 years and I enjoyed smoking a cigar as I shopped with my wife and friends. I have never had anyone say anything to me about my smoking the cigar. I have had people come up and let me know that they enjoyed the smell of my cigar and if I knew of a place at the swap meet that sold cigars. Not more than 3 weeks ago I and 6 of my friends were shopping at the swap meet enjoying our cigars. Between the 7 of us we spend in the area of \$400 on items, food and drinks. I think it would be wrong to stop cigar smoking at the swap meet.

Jim Fortier

Retired Sgt. LBPD

Jeff Willson

From: Dan Hinojosa [REDACTED]
Sent: Tuesday, January 06, 2015 8:10 PM
To: Jeff Willson [REDACTED]
Subject: The Right to Smoke at the Fair and Market Place

Attention: Fair Board Members:

Please note that I need to mention how we enjoy the freedom to walk around at the OC Fair and the OC Market Place smoking a cigar, drinking a ice cold beer and enjoying some of that great deep fried food. (Afterward we loved to have a cigar. and exchange stories of all the good times we have had at the OC Fair and the OC Market Place) Me and my friends buy our cigars at the Paradise Cigar space at the Fair and at the Market Place, always looking forward going there and talking to Mike and buying our cigar, major selection on cigar than afterward we walk a few steps and grab a cold beer to go with our cigar. We love spending Sunday there, walking around with the wives and us smoking our cigars, never had any complains from other OC Market people that are there walking around, I get remarks on how they love the smell and what brand is it that we are smoking.

Please OC Fair Board Members do not take this away from us, I'm 67 years old and I enjoy the OC Fair and OC Market Place as my wife and our friends do as well. There must be more important issues, that need to be address as I feel that cigar smoking is not one them.

Thanking all of the OC Fair Board Members for your prompt attention on this very urgent matter.

God Bless the USA

US Navy Veteran

Dan Hinojosa

Jeff Willson

From: Jack Poynter [REDACTED]
Sent: Wednesday, January 07, 2015 11:26 AM
To: Jeff Willson
Subject: smoking

“Attention Fair Board members”

I understand that there is a question about smoking inside the OC Marketplace. I am a regular customer and always stop to get a cigar to enjoy during my shopping. I have never heard any complaints or comments from fellow customers. Please don't deprive me of a pleasure that doesn't offend anyone else.

Jeff Willson

From: Judy Mercado [REDACTED]
Sent: Wednesday, January 07, 2015 12:51 PM
To: Jeff Willson
Subject: Smoking at the fairgrounds

Attention: Orange County Fair Board of Directors

Good Morning:

I understand that the issue of smoking on the fairgrounds may possibly be discussed at the next meeting.

I would like to voice my opinion via email as I cannot attend the meeting.

I have lived in Orange County for all of my 75 years and have seen many changes over that time.

I even remember when the fairgrounds was an airbase and am very happy about the veterans memorial that is being erected there.

My husband was in the Navy and fought for our freedom- and this includes the freedom to make adult choices- so long as they are legal choices. He feels that it is his right to purchase a cigar while at the swap meet or fair while walking around drinking a beer.

We have been frequenting Paradise Cigars for approximately 20 years. I love to walk around the swap meet and the only way I can get my husband to attend is because he knows he can go and talk to Mike. We have always been treated extremely courteously and we are greeted by name when we walk in (kind of like on Cheers.) My husband will only buy his cigars from Mike and feels that he fought for rights such as this. I love to watch how their children now work with them even though they are attending college. We had seen pictures of their kids for so many years and it was nice to finally meet them a few years ago when they began helping. It is the epitome of a small family owned business.

We also frequent the Fair and are very happy that they are there also. It enhances our fair experience and my husband has a great time sitting in their stand shooting the breeze with other cigar smokers. Sometimes we joke that Mike should have a waiting list for the chairs and should call the next person when one becomes available because they are in hot demand.

We have never had anybody say a negative thing to us while we are walking around and my husband is smoking. In fact- most people ask where he got the cigar.

Since I am addressing the fair let me say that I feel that there are other issues that should be addressed. One is the volume of intoxicated people and the other is the extreme bbq smoke. I am unable to walk down one row at the fair because of the bbq smoke.

The smoke that comes from a few cigars can in no way compare to the bbq smoke so I really don't understand why this is an issue, unless this is personal.

So much of what we see at the fair is redundant- insurance companies, AAA, cell phone companies, etc. The Fair is so different from the County Fair of my younger years. It is wonderful to see the independent stands- and know that everything is not corporate.

We would like to ask that the Fair Board keep things as they are in regards to Paradise Cigars. Mike has one small stand tucked in a corner and is always quick to tell people where they can and cannot smoke.

He is a good fair businessperson who has the same prices, whether at the swap meet or at the fair. You do not feel ripped off as we do at the food and beer stands by the exorbitant prices.

I know that this has been an issue for the last few years and feel that you need to drop it and let him run his business that supports his nice wife and those two great kids. He should be viewed as an asset to the fairgrounds for the service he provides as well as for the great customer service. He could give lessons on customer service to others.

Thank you for your time.

J. Mercado

Jeff Willson

From: Gmail [REDACTED]
Sent: Wednesday, January 07, 2015 6:17 PM
To: Jeff Willson
Subject: Attn fair board members

It has come to my attention that you plan on limiting where I might be able to enjoy my cigar or other smoking products by creating designated areas seen in places like Disneyland. As an avid smoker of fine cigars, most of which I get from Mike and his business, where I have been going to for years, I will say that such indignities and oppression will not be tolerated. I understand your desire to conform to the politically correct views and to show that you are "health conscious" but make no mistake, limiting our freedom to smoke as we grab a beer and walk around, to walk and shop with our loved ones with a cigar or simply just smoke where we chose, by taking away freedoms that are afforded for people who are doing the things in which you do not disagree with is nothing short of discrimination: discrimination to which you feel is justified. Now, never mind the fact that there have been no complaints in over 30 years or that people like me come to the fair to not only to grab a cigar but to buy the food, to shop to go to shows and take their family on rides and attractions putting even more revenue towards your bottom line. So to ignore our rights, to limit us in our freedom is to say to us that you will gladly censor behavior you seem is unsavory, and to that, I say to you, I will simply cease my patronage. Please do not take this as a threat, but if you cannot afford us the simple dignity of smoking where we want, a large reason for us to go to the fair, which without us several businesses would suffer, I will not reward you with my hard earned cash and will use my time and energy to keep all who I know away from the fair while finding other ways of supporting Mike and his business. So the choice is yours, either you can side with the authoritarian views of limiting behavior you might disagree with or you can side with freedom and the values of this country and let us continue to do as we have always done, have the freedom to enjoy the fair in our own way.

Jeff Willson

From: Bob Stromberger [REDACTED]
Sent: Thursday, January 08, 2015 11:05 AM
To: Jeff Willson
Subject: SMOKING AT THE OC FAIR AND THE OC SWAP MEET

ATT: Fair Board members:

REALLY? you're REALLY considering banning smoking?

One of many reasons I and my family and friends go to the swap meet in particular almost EVERY weekend is to be able to walk around, and enjoy a cigar and a beer.

You're really considering banning that activity? It's one of the last bastions I CAN smoke a cigar at and I can tell you this, banning the activity will cause me NOT to go to the swap meet OR fair anymore....

C'mon now, use some common sense here please.....

Bob Stromberger
President/Owner
Armstrong Insurance Services, Inc.
PO Box 1570
Lake Forest, CA 92609-9570
[REDACTED]

California Brokers Insurance License Number---0H84236

Jeff Willson

From: RONALD BANES [REDACTED]
Sent: Thursday, January 08, 2015 3:17 PM
To: Jeff Willson
Subject: Attn Fair Board Members

To whom it may concern,

I have been a patron of the Orange County Market Place for well over 25 years now. I have come to enjoy my cigars as much as I enjoy my weekly walk through your vendors. What brings me to the swap meet these days truly is Paradise Cigars, since this is the only place my wife allows me to smoke. Of course, while we are there for 2-1/2 to 3 hours each week, we walk the entire swap meet and purchase items from several different vendors spending Thousands of dollars throughout the year. I live some 20 miles away, and have several other establishments much closer to me that I could spend my money at, But, Paradise Cigars is what truly brings me to the swap meet so I can smoke freely while my wife and I walk and she spends money. Without the ability to smoke there, I truly don't see us continuing our weekly drive there to walk and purchase items from several other vendors.

This subject brings up the yearly fair as well, we come to the fair at least a couple of times a week, and as my wife is enjoying the vendors and livestock with my daughter, you'll usually find me in Paradise Cigars for 3-4 hours enjoying a couple of smokes, and visiting with the hundreds of fair going patrons that stop on in to purchase one or more cigars to walk the fair and smoke.

As you can clearly see, I enjoy my cigars, this is what personally brings me to the weekly swap meet and the fair several times in July and August. I have been purchasing Cigars from Paradise Cigars for a couple of decades now, and pipes and pipe tobacco from as far back as when it was Mike and His Mother selling. I'm not just a customer of theirs, but, a customer to many vendors selling products from Clothing, Electronics, Household goods, and the twice yearly Jewelry for my wife (Birthday and Christmas). Who can beat the Smokey foods charred up at the fair either! With the loss of being able to freely smoke when and where I'd like, the trips to the swap meet would be just a few times a year, and the fair would decrease to perhaps once or twice each year. This has been a decade's tradition, and any change in its policy, will hamper my wants and needs to attend either of those two any more often than would be necessary. This would not only hit Paradise Cigars Financially, but, a vast amount of other vendors from the loss of my business as well as others I'd imagine. Please take this into consideration when making your decisions.

Thank You for your time,

Ronald Barnes
[REDACTED]

Jeff Willson

From: Phil Fillers [REDACTED]
Sent: Tuesday, January 13, 2015 7:56 AM
To: Jeff Willson
Subject: Smoking policy at OC Market Place

Attention Fair Board members:

I have been visiting the OC Market Place for over 30 years and have enjoyed walking around shopping while smoking a cigar, drinking a beer and eating the food. Never have I had anyone complain to be about the cigars, for goodness sakes it is an outside facility. What other pleasures in life are going to be restricted? If I wanted to have restrictions while shopping I would go to one of the malls that are much closer to my home.

Phil Fillers | [QAQC](#)

Pan-Pacific Mechanical | WBE

[18250 Euclid Street, Fountain Valley, CA 92708 \[Map\]](#)

[REDACTED] | [Pan-Pacific Website](#) | [Please Contact Us](#)



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Jeff Willson

From: Norman Ozima [REDACTED]
Sent: Wednesday, January 14, 2015 9:35 AM
To: Jeff Willson

To whom it may concern,

My friends, family and I have been long time customers of the OC swap meet. We have weathered all of the changes that have plagued our swap meet. And now it looks like another. It is so nice to come to one of the only places left to meet friends and family to hang out, have a smoke if wanted and/or beer that is still reasonable and relax. I am sad to here that you are thinking of stopping one of the things that has been one of the things that keeps us coming to the swap meet and that it would stop us from going as much as we do, now. We frequent the swap meet 3-4 times a month and have made lots of friends. Please think twice before stopping one of the things still left in our county that is not to tainted by the politics that plaque our society today.

Thank you for your time and Happy New Year
Norman Ozima

Jeff Willson

From: Jesse Rios [REDACTED]
Sent: Wednesday, January 21, 2015 2:46 PM
To: Jeff Willson
Subject: Attention Fair Board Members

To OC Fair Board Members,

For as long as I can remember I have been coming to the OC Swap Meet and OC Fair. Just about every Saturday my mother would bring me to the swap meet, always remember fresh bagels, corn dogs and my best friend at the time The Monkey at the Main snack bar because I always got lost. I also always remember walking by and smelling smoke from a pipe which was nostalgic for me since my father smoked a pipe. I remember seeing the beautiful hand carved meerschaum pipes and Paradise Cigars. Always something I walked by and gave me a happy memory of things smelling that smoke. When I was finally of age I purchased a pipe for my Father from Paradise. Always very helpful and eager to give advice and answer any questions. I'm now 40 years old, I spend just about 1 day out of every weekend with Mike and his family at the swap meet. It's not just a place I go to smoke, it's a place I invite my friends to hang out, enjoy the people, enjoy the swap meet, walk around, see what's new. I've made some good friends at Paradise Cigars while just sitting and having a cigar. I have made new business relationships. It's not just a place to go buy a cigar, it's been more than that, it's a place people can talk, network, walk around and enjoy a cold beer and fire bites. For the countless miles I have walked around the swap meet or fair I have never once had somebody complain about my cigar. Quite honestly I have noticed no matter where I am I hear more people comment on how much they enjoy the smell of a good cigar or pipe. Never had someone complain. Mike and his family are the warmest people, they have literally dedicated their social life to this swap meet for over 30 years, they have employed a young kid from Vietnam for over 15 years. Ken is now in his 30's and has helped support his own family and create a career for himself because of Paradise Cigars. He is literally a son to Mike and Family. There are people that drive in from Riverside to walk the swap meet to shop and then come sit at Paradise Cigars for a good smoke and chat. Taking away the ability to smoke at the OC Swap Meet and OC Fair will ultimately take away the livelihood of this family and many others. As I said before this is more than just smoking at the swap meet and fair, It is at many times about friends and family. Thank You for your time in reading this letter.

--

Regards,

Jesse Rios [REDACTED]



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: January 16, 2015

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 (Vice Chair Mouet, Director Bagneris)
- ii. Workers Memorial Task Force (Director Berardino, Chair Aitken)
- iii. Financial Monitoring Committee (Vice Chair Mouet, Director Bagneris)
- iv. 2015 OC Fair City Liaison Committee (Director La Belle, Director Nguyen)
- v. Veterans Memorial Task Force (Director Berardino, Director La Belle)
- vi. OC FEC Educational & Agricultural Foundation Task Force Vice Chair Mouet, Director Bagneris)
- vii. Legislative Monitoring Task Force (Director Nguyen, Director Cervantes)
- viii. OCC/OC FEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- ix. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)
- x. OC FEC Tenant Relations Task Force (Director Tkaczyk, Director Berardino)



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9B

SUBJECT: Discussion of OC FEC Smoking Policy – Additional Input from San Diego County Fair and LA County Fair

DATE: January 16, 2015

FROM: Michele Richards, Chief Business Development Officer

PRESENTATION BY: Michele Richards, Chief Business Development Officer

RECOMMENDATION

At the discretion of the Board of Directors.

BACKGROUND

At the November 20, 2014 Board meeting, staff presented the results of a comprehensive research study as directed by the Board regarding smoking policies and practices at several area venues, along with input on the subject from OC Fair guests, merchants, event promoters, and other property stakeholders.

Following a discussion on the topic by the Board of Directors, staff was directed to gather additional research information. Specifically, Board Chair Ashleigh Aitken asked for the following information from staff about the San Diego County Fair and the Los Angeles County Fair:

- Impact of the smoking policy
- Impact of the smoking policy on employees and how the policy is policed by staff
- Application of the policy to year-round events
- Staff suggestions for possible locations of designated smoking areas in 2015

Staff will present suggestions for possible designated smoking areas at the 2015 OC Fair.

Feedback from San Diego County Fair:

Tim Fennell, CEO of the San Diego County Fair, reported that several years ago his staff initiated a designated smoking area in the infield of their fair footprint. The following year, additional designated smoking areas were added. Eventually, the San Diego

County Fair went from 5-6 designated smoking areas, down to 3-4 areas before smoking was banned altogether as a result of action by their Board of Directors. The Board also banned the sale of tobacco, smoking products and electronic cigarettes.

Enforcing the policy is every employee's responsibility, not just the Security Department at the San Diego County Fair. If an employee sees a guest smoking, he/she is required to inform that guest of the no smoking policy. Cards are provided to employees to distribute to such guests, which include the written smoking policy.

It is the opinion of Mr. Fennell that this complete ban on smoking had a negative impact on attendance at the San Diego County Fair. He believes in 2013 when the San Diego County Fair moved to a no-smoking model, attendance dropped approximately 10-15,000 people as a result. In addition, he received numerous complaints from smoking guests who felt they were being unfairly eliminated from the San Diego County Fair.

His recommendation would be to identify a handful of designated smoking areas where guests who wish to smoke can do so away from other patrons, and employees/vendors can smoke away from the public. Failure to do that, he believes, would result in the same type of attendance decrease experienced at the San Diego County Fair, an increase in complaints from smokers, and a decrease in the average length of stay from smokers who will leave the event if they are not given a designated area in which to smoke. He also suggested that the OC Fair should expect an impact on employees who will have to enforce a no smoking policy or designated smoking areas policy, especially younger employees who may have to approach older patrons determined to smoke.

The current smoking ban is only for the San Diego County Fair event. During year-round events, the current State smoking policy applies.

Feedback from Los Angeles County Fair:

Dale Coleman, Vice President of Growth & Development for the Los Angeles County Fair reported that approximately 10 years ago, the Los Angeles County Fair banned the sale of cigarettes on its property as a result of an initiative by the Los Angeles County Board of Supervisors. Fairplex, home of the Los Angeles County Fair, is county property. Shortly following that action, Fairplex adopted a smoking policy which prohibited smoking in all buildings and in their concert venue, with the exception of a designated smoking area in the concert venue. Smoking is currently allowed in all open areas, both during the annual Los Angeles County Fair and at year-round events.

Currently, the organization is collecting information regarding vaping, but has not yet added electronic cigarettes to its policy.

Mr. Coleman does not believe that the ban on smoking in buildings and in the concert venue has had any impact on attendance at the annual Los Angeles County Fair. He added that impact on staff is minimal and that once in a while staff is put in an awkward situation having to direct smoking guests out of buildings or the concert venue.



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 **ITEM NUMBER:** 9C

SUBJECT: Extension of Current Pepsi Sponsorship Contract

DATE: January 16, 2015

FROM: Michele Richards, Chief Business Development Officer

PRESENTATION BY: Michele Richards, Chief Business Development Officer

RECOMMENDATION

Extend the current sponsorship contract with Bottling Group, LLC (Pepsi) through the end of 2015.

BACKGROUND

The current sponsorship agreement with Bottling Group, LLC (Pepsi) is for a 5-year term which began in July, 2010 and is scheduled to expire on June 30, 2015. An RFP is required in order to have a new sponsorship contract in place by the opening of the 2015 OC Fair on July 17, 2015.

Staff believes this would be a hardship for the winning bidder, giving them only 17 days between the time the current contract expires and the opening of the 2015 OC Fair. It would also create pressure on the OC FEC staff who must execute the new contract, and an additional burden on the many concessionaires who would have to do a complete product changeover should another company other than Pepsi win the bid.

Extending the current contract through the end of 2015 will allow the winning bidder over 6 months to prepare for the 2016 OC Fair. It will also allow staff more time to execute the contract, and concessionaires to changeover product, signage, etc. should there be a different winning bidder as a result of an RFP process.

The plan would be to issue an RFP in the Fall of 2015 which would reset the contract cycle to align with a calendar year and not conflict with the annual OC Fair dates. For its part, Bottling Group, LLC has agreed to:

- A sponsorship fee of \$22,500 for the 6-month extension period, in contrast to the annual \$21,000 OC FEC currently receives.

- Additional cash rebates to OCFEC on product sold
- Product and supply discounts to concessionaires

Local control has been granted to the Board of Directors which provides the Board authority to approve such actions.



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9D

SUBJECT: Approval of Interim Consulting Services for Pacific Amphitheatre Project Management and Sound Mitigation

DATE: January 16, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

Approve an emergency action to provide consulting services for Pacific Amphitheatre Project Management and Sound Mitigation through October 31, 2015.

BACKGROUND

Utilization of Sound Media Fusion, LLC services for sound mitigation, consulting and Pacific Amphitheatre project management has resulted in the depletion of all contracted funds, thus requiring a new RFP.

So as to maintain a strong commitment to sound attenuation without interruption of sound consulting services and Pacific Amphitheatre project management through the 2015 OC Fair and RFP process, staff is recommending that the Board of Directors approve stop-gap funding based on current rates through October 31, 2015. Funds for sound consulting services are included, and have been approved by the Board of Directors as part of the 2015 operating budget.

The plan will be to issue an RFP for Sound Mitigation and Consulting Services prior to the 2015 OC Fair, allowing potential bidders the opportunity for a walkthrough of the fair and concert series while the event is live.

Local control has been granted to the Board of Directors which provides the Board authority to approve such actions.

FISCAL IMPACT

The stop-gap funding is for a not to exceed figure of \$95,000. This will provide continuous service at the current rate for sound consulting as directed by staff.



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9E

SUBJECT: Approve Named Delegation of Authority for Execution of Contracts

DATE: January 16, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

Approve delegation of authority for the following named individuals to sign contractual agreements on behalf of the 32nd DAA, OC Fair & Event Center:

Kathy Kramer, CEO
Sharon Augenstein, CFO

BACKGROUND

As previously required by the State (F&E), Staff requests a Board resolution naming the individuals who are authorized to execute contractual agreements on behalf of the DAA. Such named individuals shall execute such agreements in compliance with State law and OC FEC Board policies.



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9F

SUBJECT: Discussion of Legal Services

DATE: January 16, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

Board to make a determination regarding the submission of a request to the Attorney General's office for reinstatement of representation of the 32nd District Agricultural Association.

BACKGROUND

The following information is provided at the request of the Board of Directors during discussion of Item 9H at the December 18, 2014 meeting.

The AG's office charges a rate of \$170 per hour for services provided to all government clients. Per the AG office representative spoken to, all State agencies are represented by the AG's office with the exception of the following: Workers Comp Appeals Board, Cal Trans, Public Utilities, Regents of UC and State Compensation Insurance Fund.

Contracted hourly rates with Manatt, Phelps & Phillips, LLP are listed below, along with discounted rates which may be applied based on the type of work being performed:

	<u>Regular Rate</u>	<u>Discounted Rate</u>
Steven Edwards	\$720	\$648
Randy Keen	680	612
Roger Grable	660	594
Jubin Meraj	550	495
Associates	\$200 and up	\$200 and up

Manatt, Phelps & Phillips, LLP has provided over \$1.3M in services to the OCFEC since being contracted as the District's outside general in February 2010. Major projects and approximate expenditures during that time are:

General	\$631
Tel Phil Rental Agreement	238
Tel Phil	153
Pac Amp	99
Board Advice	55
Intellectual Property	48
Personnel	42
Revenue Sharing	35
Non-Profit Formation	<u>12</u>
Total	\$1,313

Excluding the Tel Phil Lease effort, total legal services provided by Manatt, Phelps & Phillips LLP was approximately \$120,000 in 2014. At the AG's rate of \$170 per hour, the estimated cost for those 2014 efforts would have been in the range of \$35,000-\$40,000. However, in some cases the AG's office might have needed to utilize outside services which could have resulted in increased legal costs.

Staff is still in the process of obtaining input from the other Fairs regarding their experience with the AG's office.

Roger Grable, Manatt, Phelps & Phillips, LLP, has conveyed an interest on behalf of his firm in continuing the working relationship with the OCFEC staff and Board of Directors. To this end, he believes that there is the opportunity to explore alternative fee arrangements such as a retainer agreement.



Board of Directors Agenda Report

MEETING DATE: JANUARY 22, 2015 ITEM NUMBER: 9G

SUBJECT: Discussion of Options Related to the Establishment of a Foundation for Fundraising for Agricultural and Educational Projects

DATE: January 16, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

At the discretion of the Board of Directors.

BACKGROUND

In response to Board discussion and direction at the December 18, 2014 Board of Directors' meeting, Roger Grable has provided the attached memo.

Additionally, Director La Belle provided the attached bylaws of Chino Hills Community Foundation for reference.

To:	Board of Directors - 32nd District Agricultural Association	
From:	Roger A. Grable	
Date:	January 16, 2015	File No.: 43695-037
Subject:	Alternative Non-profit Structures	

We have been asked to provide the Board with alternative structures for a fundraising nonprofit, including the potential for the use the Centennial Farm Foundation for general fundraising purposes. The following is our analysis.

Centennial Farm Foundation

The Articles of Centennial Farm Foundation (“CFF”) state that CFF’s sole and specific purpose is the “solicitation, accumulation and disbursement of funds for the operations of Centennial Farm and other agriculturally and youth-related educational programs and exhibits of the Orange County Fair.” While CFF is a theoretically a purely fundraising organization, the scope of its purpose is limited. If CFF is to be the fundraising entity for the Fair, we recommend that the Articles be amended to allow CFF to (1) fundraise for OCFEC’s events, productions, programs, projects, initiatives, activities (make it as broad as possible – assuming that’s the direction the Board wants to go); and (2) conduct such other activities to support OCFEC’s programs, etc.

If the Articles are amended to expand the function, the change in activities must be reported to the IRS on the next Form 990 of CFF.

While CFF would not be required to obtain a new tax determination letter, it may request a letter from the IRS as to whether the change in activities has any adverse effect on its exempt status.

Insofar as Board control is concerned, the Bylaws of CFF provide that all CFF appointments to its board are subject the consent and approval of the President of the Fair Board and the Fair Board has the right to appoint two of its members to the Board. The authorized number of board members is 15. The Fair Board may “request” the resignation of any CFF board member by majority vote. The Bylaws provide that CFF shall act independently of the 32nd DAA. The Bylaws may be amended by the CFF board without Fair Board approval and the rights of the Fair Board with respect to the appointment of directors could be eliminated.

Board of Directors - 32nd District Agricultural Association
January 16, 2015
Page 2

New Nonprofit

We previously prepared the formation documents for the new entity ("New Entity") which have been forwarded to your staff. The purpose of the new entity is broadly stated to "operate exclusively for charitable purposes by conducting or supporting activities for the benefit of or to carry out the purposes of the 32nd District Agricultural Association."

While mostly straight forward, a key component that is somewhat unique is the control of the new board by the Association Board. Board members are appointed by the Association Board and may be removed by the Board without cause. This will serve to give the Association sufficient leverage to ensure that the new entity serves the goals and objectives of the Association. We can add provisions such as financial oversight as well.

The only work remaining to be done other than finalizing the organization documents would be to apply to the IRS for tax exempt status. This process can take from six months to a year or more, but the entity may raise funds in the interim which will be considered to be eligible for tax exemption once the IRS determination is made. We do not anticipate there will be an issue in obtaining tax exempt status.

Chino Hills Community Foundation

Director LaBelle forwarded a copy of the bylaws for this entity. It too is 501(c)(3) entity, as is CFF and the proposed New Entity. The key components are that the Chino Hills Foundation is specifically made subject to the Brown Act, the members of the board are appointed by the City Council, two Councilmembers are included on the board, any member of the board can be removed by a majority vote of the City Council, specific provisions are made for City staff support for budgeting and there is a specific requirement for the appointment of an investment trustee with investment guidelines and restrictions.

Any of the provisions of interest to the Board in these bylaws could be incorporated into the organizational documents for the New Entity. A copy of the bylaws of the Chino Hills Foundation are attached.

BYLAWS OF THE CHINO HILLS COMMUNITY FOUNDATION

ARTICLE I – NAME AND ADDRESS

Section 1. The name of this corporation shall be the Chino Hills Community Foundation, hereinafter referred to as the "Foundation."

Section 2. The address of the principal executive office of the Foundation shall be located at the City of Chino Hills City Hall, 2001 Grand Avenue, Chino Hills, CA 91709, or at such place as the Board of Directors hereafter may designate.

ARTICLE II – PURPOSE AND LIMITATION

Section 1. The purpose of the Foundation is to establish a permanent endowment fund to assist the government of the City of Chino Hills, hereinafter referred to as the "City," in improving the cultural, educational and recreational facilities to the citizens of the City.

Section 2. The primary responsibility of the Board of Directors will be fundraising for cultural, educational and recreational facilities.

Section 3. The Foundation is organized, and at all times shall be operated, exclusively for the benefit of, to perform the function of, and to carry out the purposes of the City, within the meaning of Sections 501(c)(3) and 509(a)(3)(A) of the Internal Revenue Code of 1954, as amended, the Regulation there under, and the corresponding provision of any applicable future United States Internal Revenue Law and Regulations hereinafter collectively referred to as the "Code".

Section 4. In carrying out such purpose, the Foundation shall not, in any manner, be utilized to discharge the obligation of the City. The support, promotion and advancement of cultural, educational and recreational services afforded by this Foundation is in addition to, and supplementary to any budgeting program sponsored by the City, and the use of this Foundation in routine operations shall be a violation of the purposes herein expressed.

ARTICLE III – MEETING

Section 1. All meetings, regular and special shall be notified, posted and conducted in every way consistent with the requirements set for in the RALPH M. BROWN ACT (Government Code 54950 et seq.).

Section 2. The Board of Directors of the Foundation shall hold an annual meeting in the month of June at such time and place as designated by the board.

Section 3. Adoption of a budget for the upcoming fiscal year shall occur at the annual meeting.

Section 4. Regular Meetings shall be held at the place and time specified by resolution of the Board of Directors.

Section 5. Special meetings may be called at any time by a majority of the Board. Written notice, stating the time and place of any such meeting and its purpose shall be given to each member of the Board at least four days before such meeting.

Section 6. Nine members of the Board shall constitute a quorum for purposes of conducting annual, regular and special meetings.

ARTICLE IV - MEMBERSHIP AND SHARES

Section 1. The corporation shall have no membership and shall be governed solely by the Board of Directors in accordance with these Bylaws.

Section 2. The corporation shall not have or issue shares of stock and shall declare no dividends.

Section 3. No part of the Foundation shall inure to the benefit of any private individual, and no part of the direct or indirect activities of this Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, this Foundation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code or by an organization,

contributions to which are deductible under Section 170(c)(2) of such Code.

ARTICLE V - BOARD OF DIRECTORS

Section 1. Section 1. The total number constituting the Board of Directors shall be a maximum of thirty (30) including two City Council Members.

Section 2. The members of the Board of Directors shall be filled by persons interested in improving cultural recreational services in the City of Chino Hills and shall be appointed by the City Council.

Section 3. The terms shall be four (4) years. All vacancies occurring because of the expiration of terms or for other reasons will be filled by the Chino Hills City Council.

Section 4. Section 4. Terms of office for the members of the Board appointed shall be staggered so as to maintain a mix of experienced and new Directors.

Section 5. Board member(s) filling vacancies shall serve the remainder of the original term and will then be eligible for appointment to a subsequent full term.

Section 6. Any Director of the Foundation may be removed at any time by a majority vote of the City Council.

Section 7. All terms as prescribed in this Article shall commence with the date the member is appointed and shall expire at the date of the annual meeting in June.

Section 8. Any change in the number and qualifications of members of the Board of Directors shall be made only by amendment to this Bylaw.

Section 9. No Board Member shall benefit financially from any activity undertaken by the Foundation.

ARTICLE VI – OFFICERS

Section 1. The Board shall elect a Chairperson, Vice Chairperson, and Secretary/Treasurer at the annual meeting. Their terms of office are

one (1) year. Members' terms as Chairperson may not exceed two consecutive years.

Section 2. Officers may be removed from office for cause by a majority of the Foundation Board at any meeting.

Section 3. The Chairperson shall preside at all meetings of the Board and have responsibility for general supervision of its activities.

Section 4. The Chairperson, with assistance from the Community Services Director of the City of Chino Hills and the Investment Trustee, shall present a budget for approval of the Board at the annual meeting.

Section 5. Disbursement of money in excess of \$500, unless specifically budgeted at the annual meeting, requires the signature of the Chairperson and the Secretary/Treasurer.

Section 6. The Vice Chairperson shall preside at meetings in the absence of the Chairperson.

Section 7. The Secretary/Treasurer shall give notice to all members and shall maintain a permanent set of minutes to all meetings and ensure that meetings are held and conducted in accordance with the Ralph M. Brown Act.

ARTICLE VII – POWERS

Section 1. The decisions and acts of a majority of a quorum of the Board of Directors qualified and serving shall constitute an exercise of the Foundation powers and discretions conferred upon the Board of Directors and the decisions and acts of such majority of the Board of Directors shall constitute and be taken as the decisions and acts of the entire Board of Directors.

Section 2. The Board of Directors may adopt rules, which shall not be inconsistent with the terms of this Foundation.

Section 3. A majority of a quorum of Board may amend the Bylaws at any meeting. However, no such amendment or modification shall alter the intention of the Donors that this Foundation be operated exclusively for cultural, educational and recreational facilities that primarily benefit the residents of the City of Chino Hills, and in a manner which shall make this Foundation tax exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the state and federal

laws and regulations as they now exist or as they may hereafter be amended. Every amendment or modification of these Bylaws shall be in writing, shall be evidenced by a resolution passed by a quorum of the Board of Directors.

ARTICLE VIII – COMMITTEES

Section 1. The Board of Directors, may, by action approved by a majority of a quorum of the directors, designate one or more committees, to serve at the pleasure of the Board. Such Committees shall consist of a minimum of two members of the Board of Directors and shall act in an advisory capacity to the full Board.

Section 2. At the discretion of the Board of Directors, an Executive Committee may be established. If so established it shall be chaired by Chairperson of the Board, and shall consist of the Chairperson, Vice-Chairperson and Committee Chairs of any Board established Committees. Duties of the Executive Committee shall be approved by the Board of Directors in accordance with the purposes set forth in their By-Laws.

ARTICLE IX - COMPENSATION

Section 1. The Board of Directors shall serve without compensation.

ARTICLE X - INVESTMENT TRUSTEE

Section 1. The Board of Directors shall appoint an Investment Trustee for the Foundation. The Board may remove the Trustee at any time with or without cause. He/She shall have the powers and authority set out in Section 2.

Section 2. The powers of the investment Trustee shall be limited to investment of the Foundation property and shall have the following discretionary powers:

(a) To hold the principal and all money or property given to the Trustee to invest and reinvest, unless the deed or legacy of a particular gift or gifts specifically authorizes or requires its retention and/or use for a specific project.

(b) To invest and reinvest the principal and undistributed income of the Foundation funds on deposit with the Trustee in accordance with the City of Chino Hills Investment Policy. No principal or income shall be loaned to or invested in, directly or indirectly, any member of the Board

(c) To sell, lease or exchange any personal, mixed, or real property, at public auction or by private contact, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relating to the Foundation property, as it considers advisable, whether or not such leases or contracts may extend beyond the duration of the Foundation.

(d) To hold Foundation property without indication of fiduciary capacity but only in the name of a registered nominee, provided the Foundation property is at all times identified as such on the books of the Foundation fund; to keep any and all of the Foundation property or funds in any place Or places in the United States of America.

ARTICLE XI – ACCOUNTING

Section 1. The Investment Trustee shall render an accounting of the investment transactions concerning the Foundation to the Board of Directors at least quarterly. No person or entity other than the Board of Directors may require an accounting or bring any action against the Investment Trustee with respect to the Foundation.

Section 2. The fiscal year of the Foundation shall be from July 1 through June 30.

Section 3. The Board of Directors shall make a report annually of its uses of the Foundation and shall distribute copies thereof to all members at the regular annual meeting held in June.

ARTICLE XII - LIABILITY OF TRUSTEES/DIRECTORS

Section 1. No Investment Trustee or member of the Board of Directors shall be answerable for loss in investment made in good faith and in accordance with these bylaws. No Investment Trustee or member of the Board of Directors shall be liable for the act or omissions of any other member of the Board, or of any accountant, agent, council or custodian selected with reasonable care. Each Investment Trustee or member of the Board shall be fully protected in acting upon any instrument, certificate or paper, believed by him/her to be genuine and to be signed or presented by

the proper person or persons and no Investment Trustee or member of the Board shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statement therein contained.

ARTICLE XIII – FOUNDATION

Section 1. The Board of Directors may receive donations from Donors or from any other source in cash or in other property acceptable to them. All donations so received shall be deposited with an Investment Trustee by the Board of Directors and thereafter held, managed, administered and disposed of by the Investment Trustee and the Board of Directors pursuant to the terms of the Agreement. The Board of Directors may accept donations, which restrict their uses, and purposes, provided such restrictions are within the uses and purposes set forth in Article II, and which limit the time, manner, amount, or other terms of distribution; but, unless otherwise specifically required, the Board of Directors may mingle such restrictions donations with other assets of the Foundation.

ARTICLE XIV - USE OF THE FOUNDATION

Section 1. The Board of Directors shall have the power to apply the Foundation for the purposes set forth in Article II. In furtherance thereof, the Board of Directors shall have the power and authority and is directed to distribute the distributable income of the Foundation as they may determine, to the uses and purposes set forth in Article II.

Section 2. Unless the restricted donation provides otherwise, as used in Section 1, "distributable income" means the total holdings of the Foundation, principal and interest, less \$2,500, which will serve as the minimum holding of the Foundation.

ARTICLE XV - TERM OF FOUNDATION

The Foundation shall continue in perpetuity; it may however, at any time be wound up and the assets distributed with the assent of two-thirds of a quorum of the Board of Directors and the City Council. Upon any such winding up, the assets of this Foundation shall be distributed exclusively for such purpose or purposes, as are consistent with the purpose of the Foundation.