



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

**CORRECTED**  
**NOTICE OF MEETING**

32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, March 26, 2015**  
**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

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

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

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

## AGENDA

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

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

### 2. **THE MISSION OF OCFEC IS...**

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

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

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

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

### 6. **MATTERS OF PUBLIC COMMENT**

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. Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes.

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 February 26, 2015**

Action Item

#### **B. Board Meeting held March 9, 2015**

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-024-15IO; SA-025-15IO; SA-027-15IO; SA-031-15IO;

SA-032-15GE; SA-033-15YR; SA-034-15CS; SA-035-15IO; ~~SA-037-15GE~~;  
SA-038-15PL (SA-037-15GE was incorrectly entered instead of SA-038-15PL).

- B. Amendments: SA-16-11SS (Amend. #3); SA-21-13AM (Amend. #1); SA-26-14LS (Amend. #2); SA-27-14TR (Amend. #2); SA-29-14PS (Amend. #2); SA-25-13CT (Amend. #1)
- C. Interagency Agreements: none.
- D. Letters of Understanding: none.
- E. Rental Agreements: 15-IO-21; 15-IO-22; 15-IO-23; 15-IO-24; 15-IO-25; 15-IO-26; 15-IO-27; 15-IO-28; 15-IO-29; 15-IO-30; 15-IO-31; 15-IO-32; 15-IO-33; 15-IO-34; 15-IO-35; 15-IO-36; 15-IO-37; 15-IO-38; 15-IO-39; 15-IO-40; 15-IO-41; 15-IO-42; 15-IO-43; 15-IO-44; 15-IO-45; 15-IO-46; 15-IO-47; 15-IO-48; 15-IO-49; 15-IO-50; 15-IO-51; 15-IO-52; 15-IO-53; 15-IO-54; 15-IO-55; 15-IO-57; 15-IO-58; 15-IO-59; 15-IO-60; 15-IO-61; 15-IO-62; 15-IO-63; 15-IO-64; 15-IO-65; R-009-15; R-011-15; R-027-15; R-077-15; R-082-15; R-086-15; R-088-15; R-089-15; R-090-15; R-091-15; R-096-15; FT-002-15; FT-003-15; FT-008-15; FT-016-15; FT-020-15; FT-022-15; FT-028-15; FT-031-15; FT-035-15; FT-046-15; FT-051-15; FT-057-15; FT-060-15; FT-061-15
- F. Active Joint Powers Authority Agreements: none.
- G. Commercial Rental Agreements: 15008; 15013; 15022; 15028; 15053; 15061; 15063; 15064; 15071; 15081; 15097; 15100; 15180; 15211; 15222; 15226; 15229; 15240; 15243; 15244
- H. Concession Rental Agreements: 15503; 15506; 15509; 15510; 15511; 15512; 15513; 15514; 15515; 15530; 15531; 15532; 15533; 15534; 15535; 15536; 15537; 15544; 15548; 15549; 15550; 15560; 15561; 15562; 15569; 15570; 15571; 15572; 15573; 15574; 15575; 15576; 15577; 15581; 15583; 15584; 15585; 15586; 15587; 15591; 15592; 15593; 15594; 15595
- I. Independent Amusement Rental Agreements: 15631; 15636; 15637; 15638; 15639; 15640; 15641
- J. Platinum Rental Agreements: 15700; 15702; 15704; 15705; 15719; 15720; 15721; 15732; 15737
- K. Supplier Agreements: 15665; 15666
- L. Out of State Travel:
- i. Johanna Svensson, OCFEC Creative Services Supervisor, and Michael Worthington, OCFEC Lead Graphic Designer, to attend the HOW Design Live conference, May 4-8, 2015, in Chicago, IL

**M. 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. none.

*-End of Consent Calendar-*

**9. GOVERNANCE PROCESS**

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

Information Item

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

- i. Centennial Farm Foundation Board (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. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)

**B. 2015 OC Fair Imaginology Presentation**

Information Item

**C. Discussion of OC Fair Barbeque Smoke Operations Plan**

Information Item

**D. Workers Compensation Coverage for Board of Directors and Volunteers**

Action Item

**E. Discussion of Designated Smoking Areas**

Information Item

**F. Pacific Amphitheatre Seat Replacement Project**

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.

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

**12. NEXT BOARD MEETING: APRIL 23, 2015**

**13. ADJOURNMENT**

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Kramer". The signature is written in a cursive style with a large, sweeping flourish at the end.

Kathy Kramer CFE, CMP  
Secretary-Treasurer  
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. March 16, 2015  
Corrected: 3:00 p.m. March 18, 2015



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

#### Statement of Cash Flows

As of December 31, 2014, OCFEC's cash on hand is \$28,819,331, an increase of \$1,385,899 during 2014. Operating activities have resulted in a net cash inflow of \$9,267,127 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$7,881,228 to date.

#### Balance Sheet

There are no significant changes to the balance sheet.

#### Income Statement

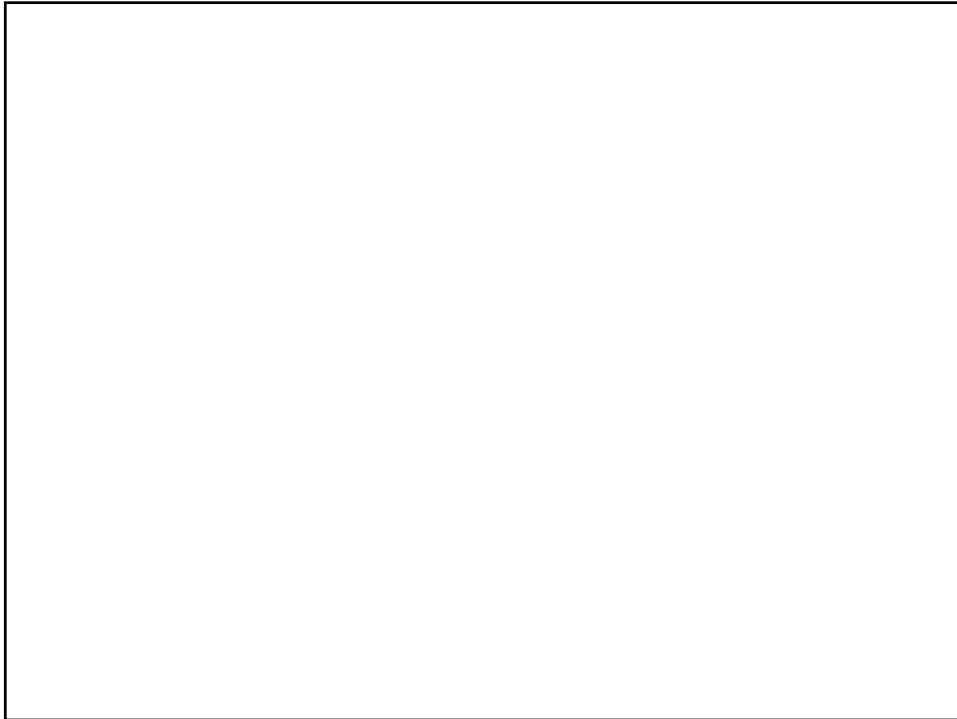
December 2014 year-to-date revenues exceed expenses by \$7,151,087, which is favorable to the budgeted net proceeds of (\$308,447) by \$7,459,534. Excluding performance in the Major Projects category, for which the entire 2014 budget of \$481K was loaded in January, net proceeds year-to-date are favorable to budget by \$7,211,260.

Total year-to-date revenues of \$38,416,776 are favorable to budget by \$5,520,172 primarily due to favorable performance of the Fair (\$3.9M). Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$895K (\$400K Market Place due to recognition of 2014 minimum rent shortfall payable plus restructuring of the rental agreement effective August 2014 and \$495K Interim Events) and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$644K. \$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).

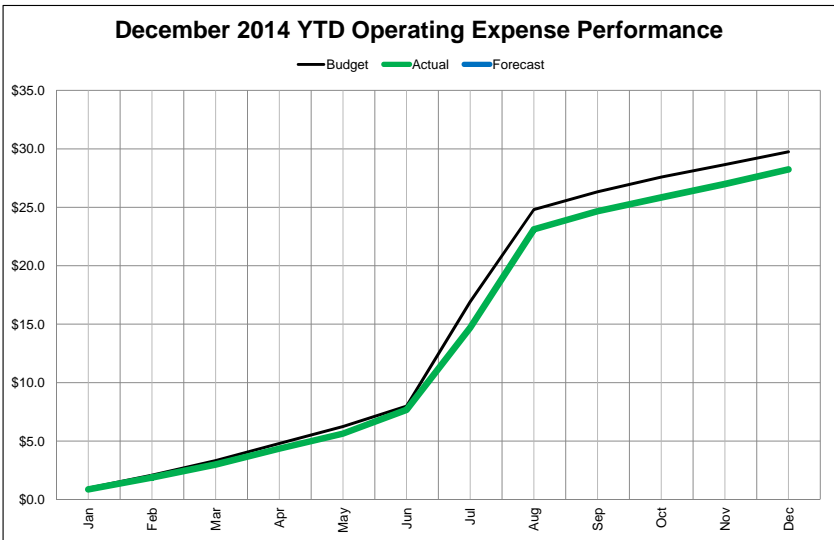
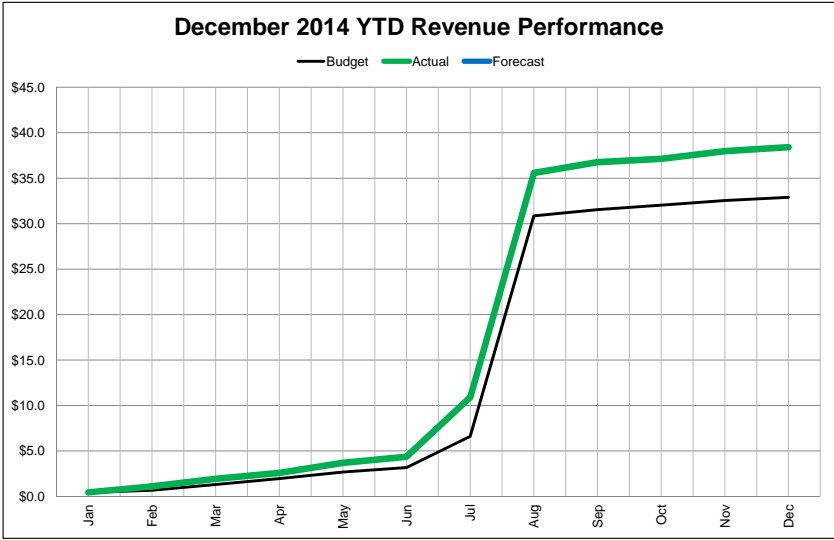
Total year-to-date operating expenses of \$28,237,147 are favorable to budget by \$1,509,992. Expenses in most major categories are below or close to budget. Payroll and Related expense is favorable to budget by \$1.0M due primarily to timing, unfilled positions and less than anticipated employee benefits expense. Supplies and Equipment Expense exceeds budget by \$204K primarily due to rental of additional restrooms during Fair, increased equipment rental needs and procurement of improved signage and lighting.

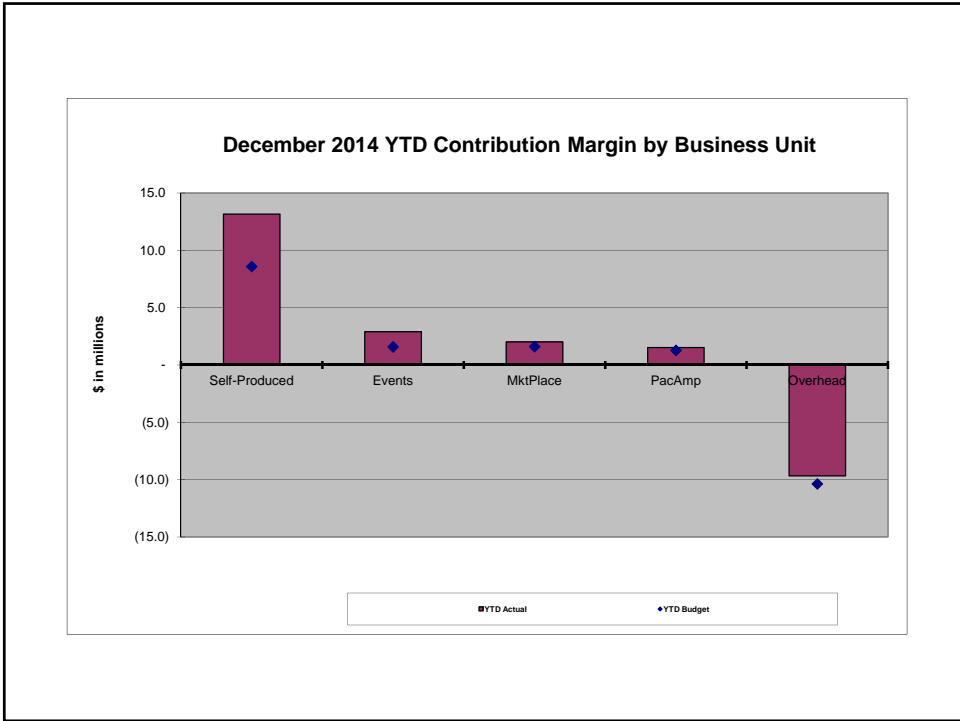
Facility and Related Expense exceeds budget by \$185K primarily due to increases in electric, water and sewer assessment costs (\$110K) and Market Place sweeping costs which began to be incurred by the District in August per the new rental agreement (\$54K). Attractions Expense is favorable to budget by \$642K due to the cost of available and booked talent for the 2014 OC Fair.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of December 31, 2014



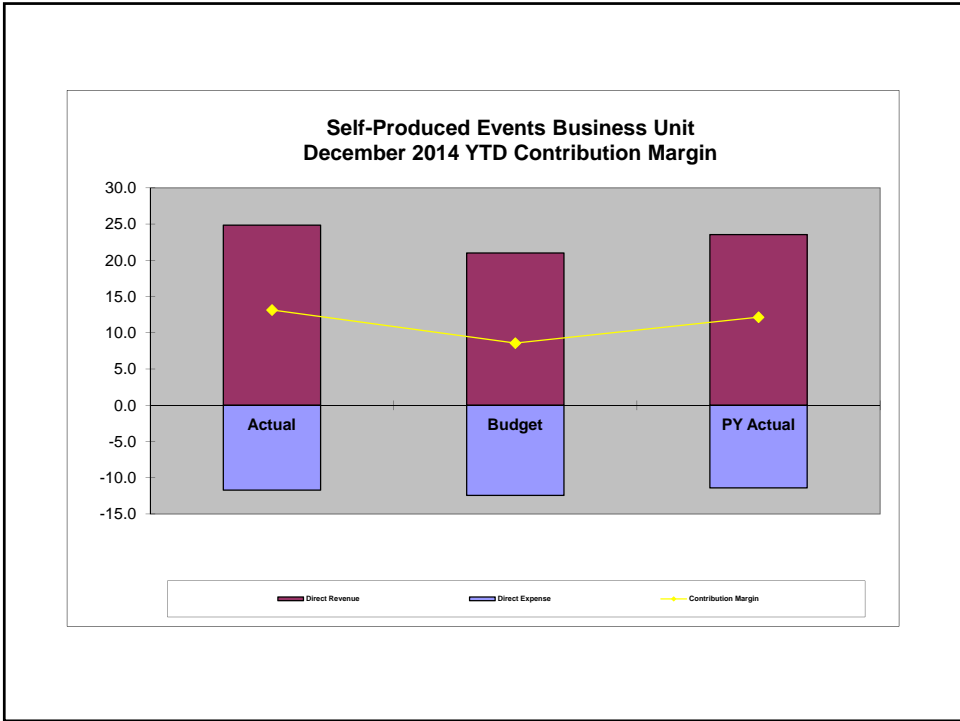






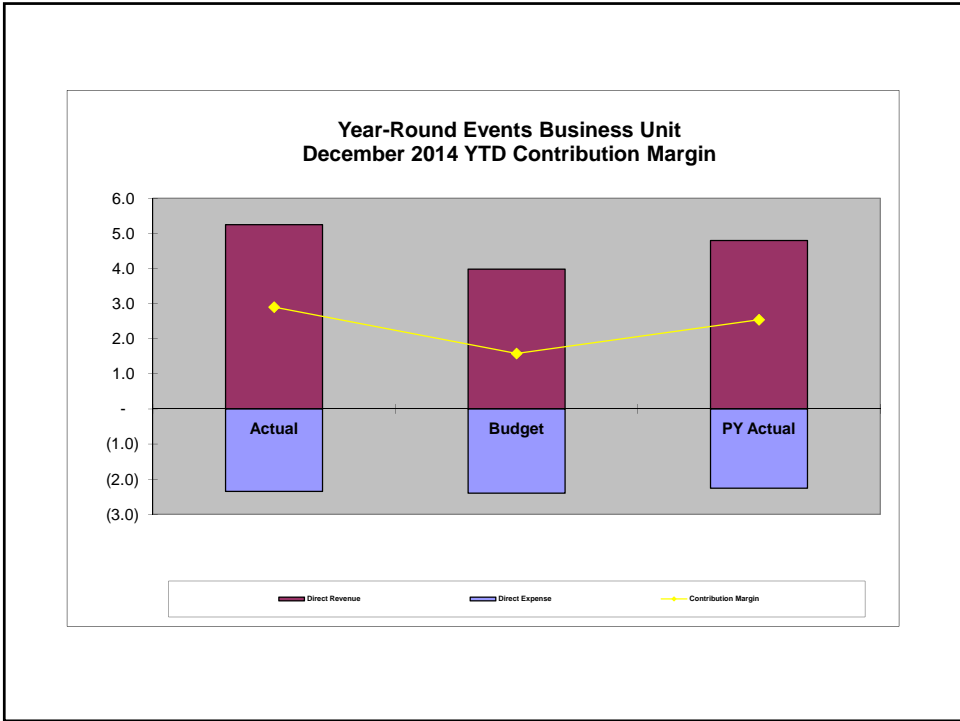
**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of December, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	13.2	8.6	12.2	8.6
Events Business Unit	2.9	1.6	2.5	1.6
MarketPlace Business Unit	2.0	1.6	2.0	1.6
Pacific Amphitheatre Business Unit	1.5	1.3	1.9	1.3
<b>Total Business Unit Contribution Margin</b>	<b>19.6</b>	<b>13.0</b>	<b>18.6</b>	<b>13.0</b>
Net Overhead Expense (Cash)	(9.7)	(10.4)	(9.0)	(10.4)
<b>Net Cash Provided (Used) Subtotal</b>	<b>9.9</b>	<b>2.7</b>	<b>9.6</b>	<b>2.7</b>
Capital Expenditures	(7.9)		(5.1)	(13.1)
Balance Sheet Changes	(0.7)		0.1	-
<b>Net Increase (Decrease) in Cash</b>	<b>1.4</b>	<b>2.7</b>	<b>4.6</b>	<b>(10.4)</b>



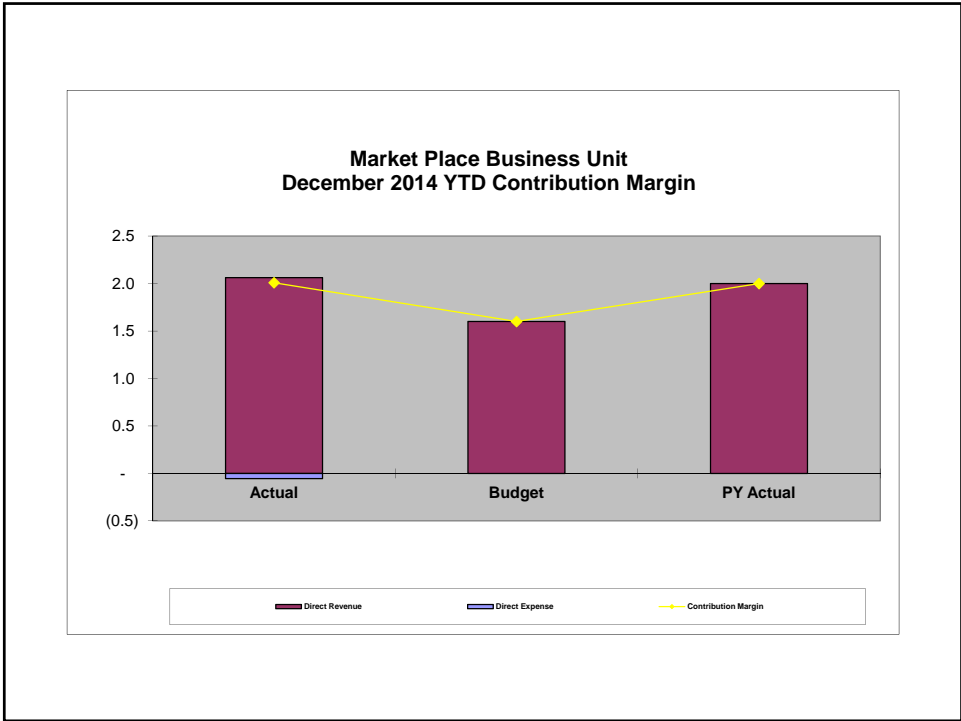
**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of December, 2014**

	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	6.1	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	<u>24.8</u>	<u>21.0</u>	<u>23.5</u>	<u>21.0</u>
Payroll/Related	4.0	4.1	3.8	4.1
Outside Services	1.5	2.1	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	<u>11.7</u>	<u>12.4</u>	<u>11.4</u>	<u>12.4</u>
Contribution to Overhead and CapEx	<u>\$13.2</u>	<u>\$8.6</u>	<u>\$12.2</u>	<u>\$8.6</u>



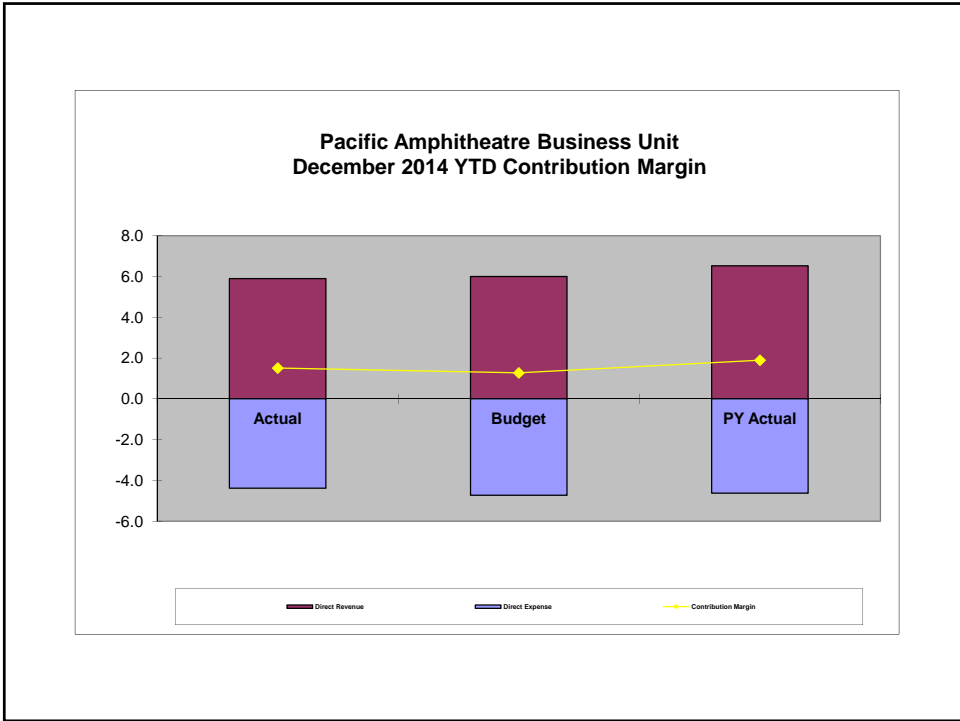
**Year-Round Events Business Unit  
Contribution Margin Statement  
Year to Date as of December, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.5	\$1.0	\$1.2	\$1.0
Personnel Services	1.0	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	1.5	1.2	1.2	1.2
Other Revenue	0.1	0.1	0.1	0.1
<b>Total Direct Revenue</b>	<b>5.2</b>	<b>4.0</b>	<b>4.8</b>	<b>4.0</b>
Payroll/Related	1.8	1.8	1.6	1.8
Outside Services	0.1	0.1	0.2	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.3	0.3	0.3
Marketing/Related	0.1	0.1	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
<b>Total Direct Expense</b>	<b>2.3</b>	<b>2.4</b>	<b>2.3</b>	<b>2.4</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$2.9</b>	<b>\$1.6</b>	<b>\$2.5</b>	<b>\$1.6</b>



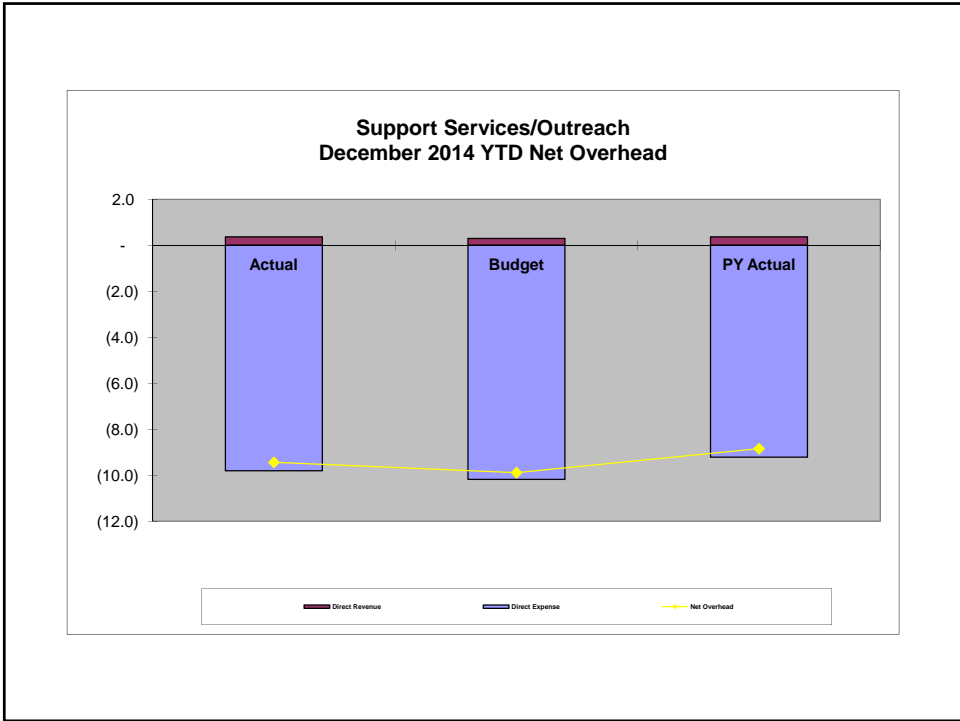
### Market Place Business Unit Contribution Margin Statement Year to Date as of December, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$2.0	\$1.6	\$2.0	\$1.6
Other Revenue	\$0.1	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$2.1	\$1.6	\$2.0	\$1.6
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.1	\$0.0	\$0.0	\$0.0
Total Direct Expense	\$0.1	\$0.0	\$0.0	\$0.0
Contribution to Overhead and CapEx	\$2.0	\$1.6	\$2.0	\$1.6



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of December, 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	0.4	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	6.5	6.0
Performers' Fees	2.6	3.0	2.9	3.0
Outside Services	0.6	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	0.3	0.3	0.2	0.3
Other Expense	0.3	0.2	0.3	0.2
Total Direct Expense	4.4	4.7	4.6	4.7
Contribution to Overhead and CapEx	\$1.5	\$1.3	\$1.9	\$1.3



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of December, 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
<b>Total Revenue</b>	<b>\$0.4</b>	<b>\$0.3</b>	<b>\$0.4</b>	<b>\$0.3</b>
Payroll/Related	\$5.9	\$6.8	\$5.7	\$6.8
Facility/Related	\$2.0	\$1.9	\$1.9	\$1.9
Supplies/Telephone/Postage	\$0.7	\$0.6	\$0.6	\$0.6
Outside Services	\$0.7	\$0.4	\$0.5	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.2	\$0.2	\$0.3	\$0.2
<b>Total Expense</b>	<b>\$9.8</b>	<b>\$10.2</b>	<b>\$9.2</b>	<b>\$10.2</b>
<b>Net Overhead</b>	<b>(\$9.4)</b>	<b>(\$9.9)</b>	<b>(\$8.8)</b>	<b>(\$9.9)</b>
Non-Cash Expenses:				
Depreciation Expense	\$2.7	\$3.0	\$3.0	\$3.0
<b>Total Non-Cash Expense</b>	<b>\$2.7</b>	<b>\$3.0</b>	<b>\$3.0</b>	<b>\$3.0</b>

**Note: Includes education/outreach program expenditures of \$995K**

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

	2014 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2013 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2014 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ 10,020,329	\$ 8,543,000	\$ 1,477,329	17.3%	\$ 9,263,681	\$ 756,648	8.2%	\$ 8,543,000
Commercial Space Rental Revenue	1,460,983	1,378,000	82,983	6.0%	1,480,937	(19,954)	-1.3%	1,378,000
Carnival and Concessions Revenue	10,421,485	8,537,000	1,884,485	22.1%	9,875,410	546,076	5.5%	8,537,000
Exhibits Revenue	102,588	81,000	21,588	26.7%	93,393	9,195	9.8%	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	5,259,192	4,283,000	976,192	22.8%	5,024,761	234,431	4.7%	4,283,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>30,658,882</b>	<b>26,753,300</b>	<b>3,905,582</b>	<b>14.6%</b>	<b>29,832,160</b>	<b>826,722</b>	<b>2.8%</b>	<b>26,753,300</b>
Facility Rental Revenue	3,456,837	2,561,500	895,337	35.0%	3,249,736	207,101	6.4%	2,561,500
Other Event Revenue	3,797,254	3,153,100	644,154	20.4%	3,685,271	111,983	3.0%	3,153,100
Equestrian Center Revenue	104,185	85,680	18,505	21.6%	117,729	(13,544)	-11.5%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	122,529	164,124	(41,595)	-25.3%	152,852	(30,323)	-19.8%	164,124
<b>Total Rental Revenue</b>	<b>7,480,806</b>	<b>5,964,404</b>	<b>1,516,402</b>	<b>25.4%</b>	<b>7,205,588</b>	<b>275,217</b>	<b>3.8%</b>	<b>5,964,404</b>
Interest Earnings	83,405	54,900	28,505	51.9%	66,397	17,008	25.6%	54,900
Grants	79,530	74,000	5,530	7.5%	81,899	(2,369)	-2.9%	74,000
Revenue from Sale of Assets	1,654	-	1,654	N/A	-	1,654	N/A	-
Other Non-Operating Revenue	112,500	50,000	62,500	125.0%	50,520	61,980	122.7%	50,000
Prior Year Revenue	-	-	-	N/A	(816)	816	-100.0%	-
<b>Total Non-Operating Revenue</b>	<b>277,089</b>	<b>178,900</b>	<b>98,189</b>	<b>54.9%</b>	<b>198,001</b>	<b>79,088</b>	<b>39.9%</b>	<b>178,900</b>
<b>Total Revenue</b>	<b>\$ 38,416,776</b>	<b>\$ 32,896,604</b>	<b>\$ 5,520,172</b>	<b>16.8%</b>	<b>\$ 37,235,749</b>	<b>\$ 1,181,027</b>	<b>3.2%</b>	<b>\$ 32,896,604</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 11,903,027	\$ 12,933,094	\$ 1,030,067	8.0%	\$ 11,419,898	\$ (483,129)	-4.2%	\$ 12,933,094
Professional Services Expense	2,845,940	3,037,704	191,764	6.3%	2,888,952	43,012	1.5%	3,037,704
Directors Expense	13,175	13,742	567	4.1%	13,847	671	4.8%	13,742
Insurance Expense	286,771	281,478	(5,293)	-1.9%	251,436	(35,335)	-14.1%	281,478
Telephone & Postage Expense	114,124	154,627	40,503	26.2%	148,106	33,981	22.9%	154,627
Supplies and Equipment Expense	3,402,091	3,197,839	(204,252)	-6.4%	3,132,546	(269,545)	-8.6%	3,197,839
Facility and Related Expense	3,380,830	3,196,220	(184,610)	-5.8%	3,123,975	(256,855)	-8.2%	3,196,220
Publicity & Related Expense	1,729,533	1,734,737	5,204	0.3%	1,624,168	(105,365)	-6.5%	1,734,737
Attractions Expense	3,779,020	4,420,800	641,780	14.5%	4,034,910	255,889	6.3%	4,420,800
Other Self-Prod Event Expense	252,060	256,934	4,874	1.9%	252,434	374	0.1%	256,934
Premium Expense	116,020	122,284	6,264	5.1%	114,759	(1,260)	-1.1%	122,284
Other Operating Expense	414,556	397,680	(16,876)	-4.2%	386,122	(28,434)	-7.4%	397,680
<b>Total Operating Expense</b>	<b>28,237,147</b>	<b>29,747,139</b>	<b>1,509,992</b>	<b>5.1%</b>	<b>27,391,152</b>	<b>(845,995)</b>	<b>-3.1%</b>	<b>29,747,139</b>
Depreciation Expense	2,748,649	2,977,212	228,563	7.7%	2,961,022	212,373	7.2%	2,977,212
Major Projects	232,426	480,700	248,274	51.6%	189,358	(43,068)	-22.7%	480,700
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	47,468	-	(47,468)	N/A	98,406	50,938	N/A	-
<b>Total Non-Operating Expense</b>	<b>3,028,542</b>	<b>3,457,912</b>	<b>429,370</b>	<b>12.4%</b>	<b>3,248,786</b>	<b>220,243</b>	<b>6.8%</b>	<b>3,457,912</b>
<b>Total Expense</b>	<b>\$ 31,265,690</b>	<b>\$ 33,205,051</b>	<b>\$ 1,939,361</b>	<b>17.5%</b>	<b>\$ 30,639,938</b>	<b>\$ (625,752)</b>	<b>3.7%</b>	<b>\$ 33,205,051</b>
<b>Net Proceeds</b>	<b>\$ 7,151,087</b>	<b>\$ (308,447)</b>	<b>\$ 7,459,534</b>	<b>2418.4%</b>	<b>\$ 6,595,812</b>	<b>\$ 555,275</b>	<b>8.4%</b>	<b>\$ (308,447)</b>



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

	2014	2013
<b>Assets</b>		
Cash	\$ 579,300	\$ 208,985
Investments	28,240,032	27,224,447
Accounts Receivable	610,130	454,344
Reserve for Bad Debt	(11,850)	(37,501)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>29,417,611</b>	<b>27,850,276</b>
Deferred Expenses	18,799	18,650
Capital Projects in Process	12,234,592	5,002,637
Land	133,553	133,553
Buildings and Improvements	32,964,758	34,905,652
Equipment	458,744	650,643
<b>Long Term Assets</b>	<b>45,810,447</b>	<b>40,711,135</b>
<b>Total Assets</b>	<b>\$ 75,228,058</b>	<b>\$ 68,561,411</b>
<b>Liabilities</b>		
Accounts Payable	\$ 400,119	\$ 892,561
Deferred Revenue	254,638	211,716
Other Payroll Deductions	313,889	298,548
Deposits	30,000	35,000
Other Liabilities	-	-
<b>Short Term Liabilities</b>	<b>998,646</b>	<b>1,437,825</b>
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b>962,269</b>	<b>1,007,530</b>
<b>Total Liabilities</b>	<b>1,960,915</b>	<b>2,445,355</b>
<b>Resources</b>		
Investment in Capital Assets	45,791,648	40,692,485
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	19,494,087	17,984,840
Net Resources - Auction Fund	20,981	26,459
	66,116,056	59,520,244
Net Proceeds from Operations	7,151,087	6,595,812
<b>Total Resources</b>	<b>73,267,142</b>	<b>66,116,056</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 75,228,058</b>	<b>\$ 68,561,411</b>

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

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

<b>Net Proceeds</b>	<b>\$7,151,087</b>
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**Non-Cash Expenses:**

Depreciation Expense *	2,783,720
Gain on the Sale of Equipment	(1,654)

**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	(181,437)
(Incr) Decr in Other Assets	(149)
Incr (Decr) in Accounts Payable	(477,101)
Incr (Decr) in Other Accrued Liabilities	(7,339)
Subtotal	(666,026)

<b>Net Cash Provided (Used) by Operating Activities</b>	<b>9,267,127</b>
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**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	(362,690)
(Incr) Decr in Equipment	(288,237)
Proceeds from Sale of Equipment	1,654
(Incr) Decr in Construction in Progress	(7,231,955)
	(7,231,955)

<b>Net Cash Provided (Used) by Investing Activities</b>	<b>(7,881,228)</b>
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<b>Net Increase (Decrease) in Cash</b>	<b>\$1,385,899</b>
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Cash at Beginning of Year	27,433,432
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<b>Cash at End of Period</b>	<b>\$28,819,331</b>
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\* Includes \$35,071 of Prior Year Expenses - Depreciation

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

<b>Description</b>	<b>2014 Budget</b>	<b>2014 Spent</b>	<b>2014 Remaining</b>
<b>Buildings and Improvements</b>			
Pac Amp Renovation	10,704,000.00	6,659,250.96	4,044,749.04
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	550,539.45	(18,999.45)
AG Memorial	90,000.00	10,900.00	79,100.00
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)
Pac Amp: Back Stage Curtains	25,000.00	36,500.07	(11,500.07)
Livestock Lane: Elec Upgrade	35,000.00	10,619.32	24,380.68
Gate 2: Asphalt Drive Lane	150,000.00	0.00	150,000.00
Gate 3: Parking Shelter	10,000.00	0.00	10,000.00
Gate 10: Asphalt Repair	40,000.00	0.00	40,000.00
Parking: Signage	100,000.00	6,609.45	93,390.55
Ranch: Asphalt Repair Livestock	65,000.00	0.00	65,000.00
<b>Total Buildings and Improvements</b>	<b>12,537,540.00</b>	<b>7,532,869.92</b>	<b>5,004,670.08</b>
<b>Carnival Improvements</b>			
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
Lot A: RR Utilities	0.00	35,822.06	(35,822.06)
South Lawn: Pullboxes	0.00	21,297.46	(21,297.46)
<b>Total Carnival Improvements</b>	<b>435,000.00</b>	<b>61,774.61</b>	<b>373,225.39</b>
<b>Equipment</b>			
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Dumpsters (10ct 4x4's)	50,000.00	0.00	50,000.00
Exhibit Equipment	20,000.00	0.00	20,000.00
Compactor	40,000.00	62,221.64	(22,221.64)
Rider Sweeper/Scrubber	0.00	122,355.30	(122,355.30)
Telescoping Lift	0.00	103,660.50	(103,660.50)
<b>Total Equipment</b>	<b>140,000.00</b>	<b>288,237.44</b>	<b>(148,237.44)</b>
<b>Total Capital Expenditures</b>	<b>13,112,540.00</b>	<b>7,882,881.97</b>	<b>5,229,658.03</b>
<b>Major Projects</b>			
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
Pac Amp: Paint Spot Light Tower	25,000.00	18,900.00	6,100.00
Pac Amp: Asphalt Color Seal	10,000.00	0.00	10,000.00
Operations: 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	6,479.57	5,020.43
Landscape: Perimeter Irrigation System	8,500.00	3,044.74	5,455.26
<b>Total Major Projects</b>	<b>480,700.00</b>	<b>232,425.86</b>	<b>248,274.14</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>13,593,240.00</b>	<b>8,115,307.83</b>	<b>5,477,932.17</b>



The following financial reports as of January 31, 2015 are enclosed for your reference.

#### Statement of Cash Flows

As of January 31, 2015, OCFEC's cash on hand is \$27,785,204, a decrease of \$1,034,127 during 2015. Operating activities have resulted in a net cash outflow of \$941,432 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$92,695 to date.

#### Balance Sheet

There are no significant changes to the balance sheet.

#### Income Statement

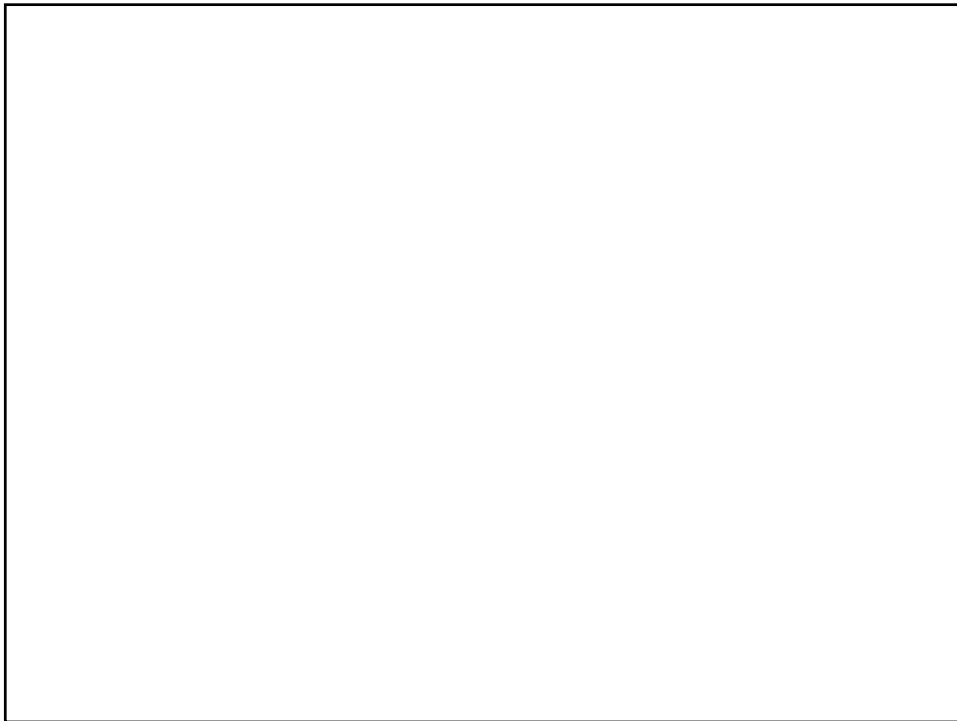
January 2015 year-to-date expenses exceed revenues by \$896,670, which is favorable to the budgeted net proceeds of (\$1,516,767) by \$620,098.

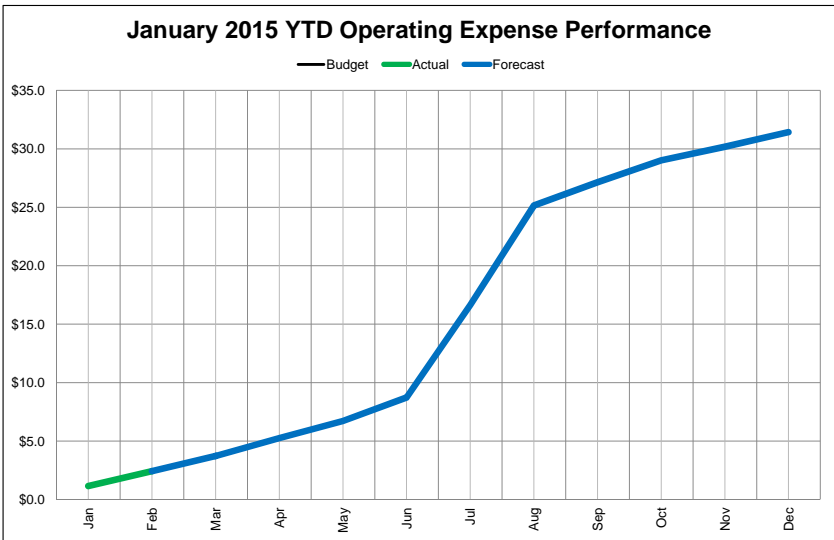
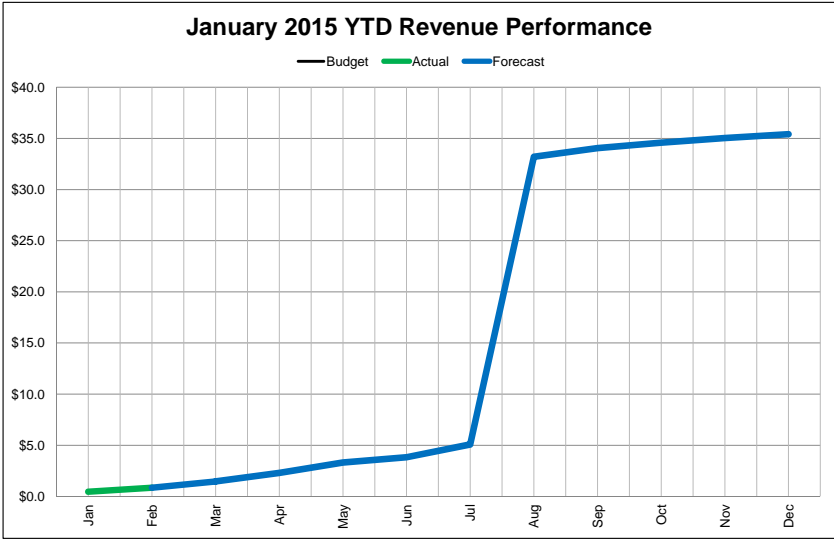
Excluding Major Projects, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date are favorable to budget by \$92,097.

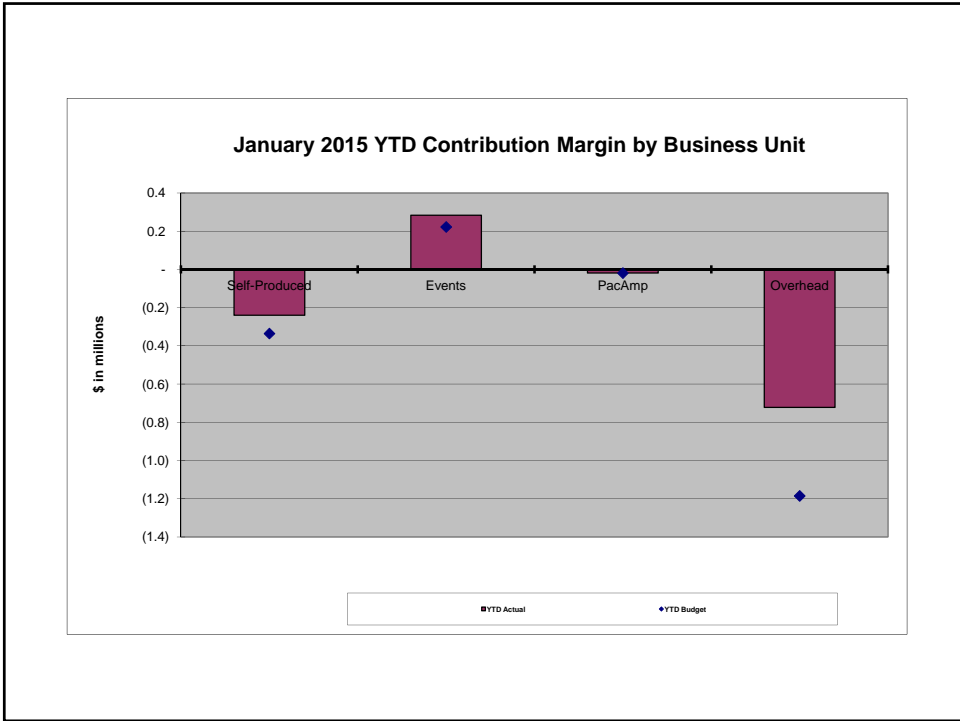
Total year-to-date revenues of \$461,113 are favorable to budget by \$41,589.

Total year-to-date operating expenses of \$1,157,103 are favorable to budget by \$52,094. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2015 OC Fair. Payroll and Related expense is favorable to budget by \$162K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$96K primarily due to timing of Marketing account and media services budgeted for the 2015 OC Fair. Insurance Expense of \$215K is over budget due to rescheduling the required payment for annual general liability insurance from July, when payment has historically been made and budgeted. The \$215K expense incurred in January is favorable to the amount budgeted in July by \$5K.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of January 31, 2015







**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of January, 2015**

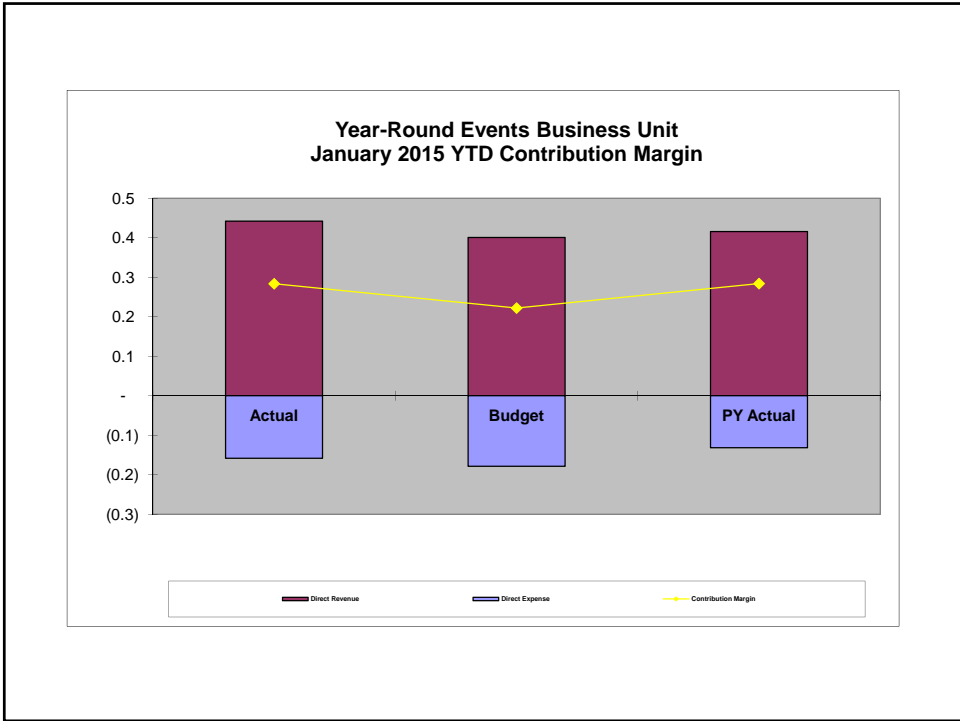
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	(0.2)	(0.3)	(0.1)	10.0
Events Business Unit	0.3	0.2	0.3	3.5
Pacific Amphitheatre Business Unit	(0.0)	(0.0)	(0.0)	1.1
<b>Total Business Unit Contribution Margin</b>	<b>0.0</b>	<b>(0.1)</b>	<b>0.1</b>	<b>14.5</b>
Net Overhead Expense (Cash)	(0.7)	(1.2)	(0.6)	(11.2)
<b>Net Cash Provided (Used) Subtotal</b>	<b>(0.7)</b>	<b>(1.3)</b>	<b>(0.5)</b>	<b>3.4</b>
Major Projects	-	(0.5)	-	(0.5)
Capital Expenditures	(0.1)		(0.1)	
Balance Sheet Changes	(0.2)		(0.4)	
<b>Net Increase (Decrease) in Cash</b>	<b>(1.0)</b>	<b>(1.8)</b>	<b>(0.9)</b>	<b>2.8</b>



### Self-Produced Events Business Unit Contribution Margin Statement Year to Date as of January, 2015

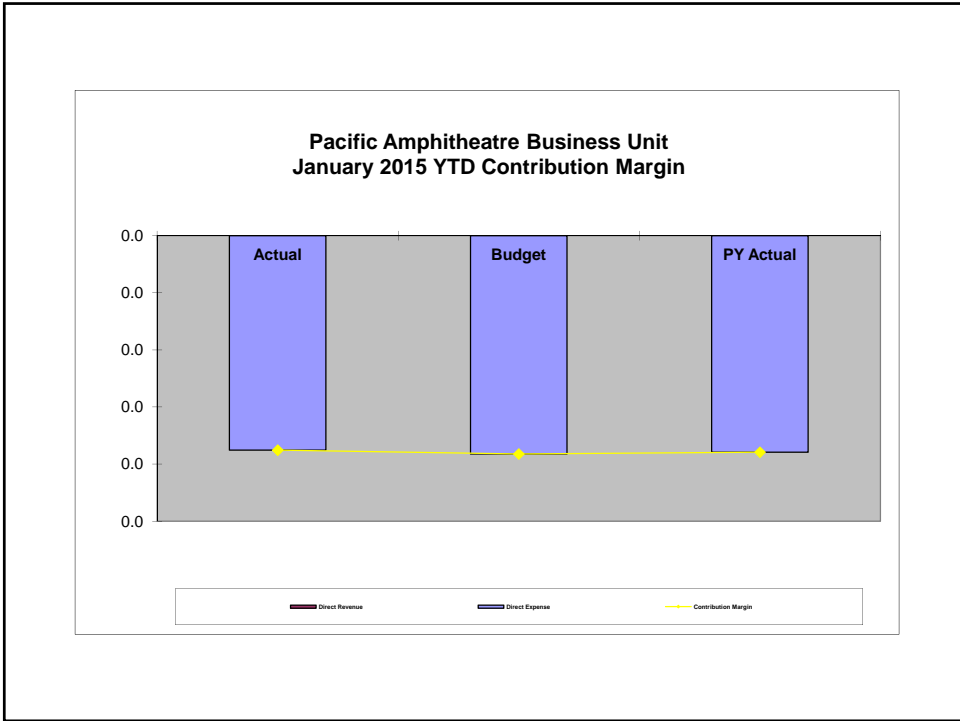
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$7.7
Concessions	0.0	0.0	0.0	6.0
Carnival	0.0	0.0	0.0	3.1
Sponsorships	0.0	0.0	0.0	1.6
Commercial Space	0.0	0.0	0.0	1.4
Parking	0.0	0.0	0.0	2.1
Other Revenue	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>1.0</u>
Total Direct Revenue	0.0	0.0	0.0	22.9
Payroll/Related	0.1	0.2	0.1	4.3
Outside Services	0.1	0.2	0.0	2.1
Marketing/Related	0.0	0.0	0.0	1.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	2.6
Attractions	0.0	0.0	0.0	1.1
Other Expense	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>1.6</u>
Total Direct Expense	0.2	0.3	0.1	12.9
Contribution to Overhead and CapEx	<u>(\$0.2)</u>	<u>(\$0.3)</u>	<u>(\$0.1)</u>	<u>\$10.0</u>





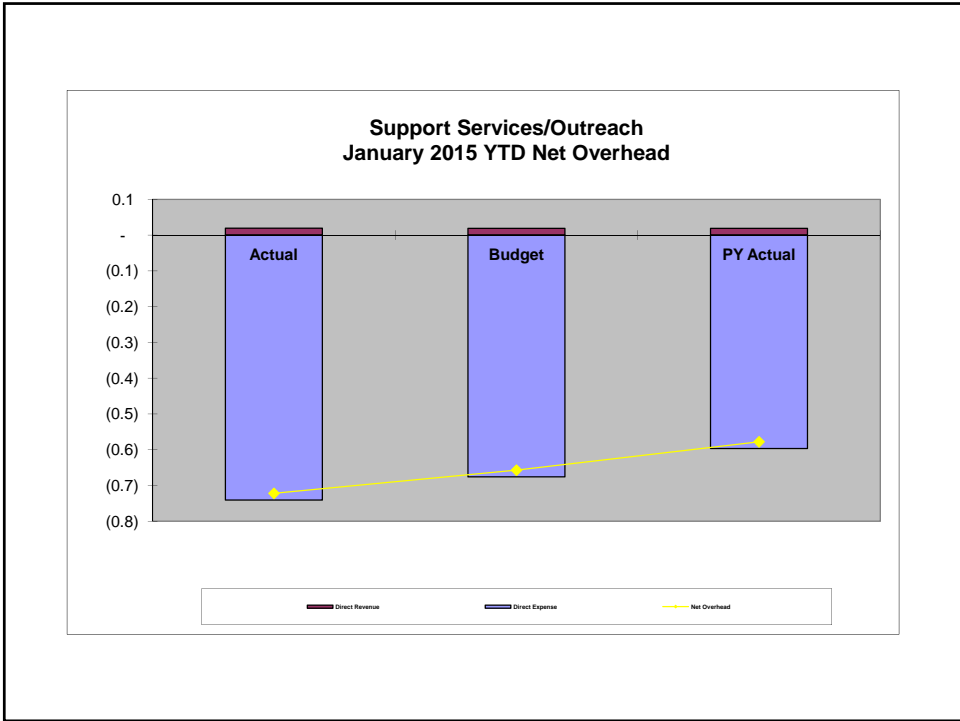
### Year-Round Events Business Unit Contribution Margin Statement Year to Date as of January, 2015

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$0.3	\$0.2	\$0.2	\$2.8
Personnel Services	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.7
Equipment Rentals	0.0	0.0	0.0	0.5
Admissions/Parking	0.1	0.1	0.1	1.3
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	0.4	0.4	0.4	6.2
Payroll/Related	0.1	0.1	0.1	2.0
Outside Services	0.0	0.0	0.0	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.1
Facility/Related	0.0	0.0	0.0	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	0.2	0.2	0.1	2.8
Contribution to Overhead and CapEx	\$0.3	\$0.2	\$0.3	\$3.5



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of January, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Ticket Sales	\$0.0	\$0.0	\$0.0	\$4.1
Facility Fee	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.4
Parking	0.0	0.0	0.0	0.4
Sponsorship	0.0	0.0	0.0	0.1
Other Revenue	0.0	0.0	0.0	0.3
Total Direct Revenue	0.0	0.0	0.0	6.0
Performers' Fees	0.0	0.0	0.0	3.1
Outside Services	0.0	0.0	0.0	0.5
Marketing/Related	0.0	0.0	0.0	0.2
Supplies/Equipment/Rentals	0.0	0.0	(0.0)	0.5
Payroll/Related	0.0	0.0	0.0	0.3
Other Expense	0.0	0.0	0.0	0.2
Total Direct Expense	0.0	0.0	0.0	4.9
Contribution to Overhead and CapEx	(\$0.0)	(\$0.0)	(\$0.0)	\$1.1



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of January, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.0	\$0.0	\$0.0	\$0.1
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.1
<b>Total Revenue</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.3</b>
Payroll/Related	\$0.4	\$0.5	\$0.4	\$7.5
Facility/Related	\$0.0	\$0.0	\$0.0	\$1.9
Supplies/Telephone/Postage	\$0.1	\$0.0	\$0.0	\$0.6
Outside Services	\$0.0	\$0.0	\$0.0	\$0.4
Insurance	\$0.2	\$0.0	\$0.0	\$0.3
Other Expense	\$0.0	\$0.0	\$0.0	\$0.2
<b>Total Expense</b>	<b>\$0.7</b>	<b>\$0.7</b>	<b>\$0.6</b>	<b>\$10.9</b>
<b>Net Overhead</b>	<b>(\$0.7)</b>	<b>(\$0.7)</b>	<b>(\$0.6)</b>	<b>(\$10.6)</b>
Major Projects	\$0.0	\$0.5	\$0.0	\$0.5
Non-Cash Expenses:				
Depreciation Expense	\$0.2	\$0.2	\$0.2	\$2.4
<b>Total Non-Cash Expense</b>	<b>\$0.2</b>	<b>\$0.2</b>	<b>\$0.2</b>	<b>\$2.4</b>

**Note: Includes education/outreach program expenditures of \$64K**

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of January, 2015**

	2015 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2014 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2015 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 9,149,000
Commercial Space Rental Revenue	-	-	-	N/A	-	-	N/A	1,444,000
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	9,434,000
Exhibits Revenue	333	-	333	N/A	1,157	(824)	-71.2%	91,000
Attractions Revenue	-	-	-	N/A	-	-	N/A	3,886,300
Miscellaneous Revenue	50	-	50	N/A	50	-	0.0%	4,774,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>383</b>	<b>-</b>	<b>383</b>	<b>N/A</b>	<b>1,207</b>	<b>(824)</b>	<b>-68.3%</b>	<b>28,778,300</b>
Facility Rental Revenue	259,522	238,067	21,455	9.0%	246,138	13,383	5.4%	2,771,534
Other Event Revenue	181,427	162,500	18,927	11.6%	169,204	12,223	7.2%	3,432,700
Equestrian Center Revenue	9,046	9,432	(386)	-4.1%	9,432	(386)	-4.1%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	4,457	4,250	207	4.9%	4,240	217	5.1%	109,415
<b>Total Rental Revenue</b>	<b>454,452</b>	<b>414,249</b>	<b>40,203</b>	<b>9.7%</b>	<b>429,014</b>	<b>25,438</b>	<b>5.9%</b>	<b>6,413,649</b>
Interest Earnings	6,278	5,275	1,003	19.0%	5,275	1,002	19.0%	63,000
Grants	-	-	-	N/A	-	-	N/A	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	-	-	-	N/A	-	-	N/A	112,500
Prior Year Revenue	-	-	-	N/A	-	-	N/A	-
<b>Total Non-Operating Revenue</b>	<b>6,278</b>	<b>5,275</b>	<b>1,003</b>	<b>19.0%</b>	<b>5,275</b>	<b>1,002</b>	<b>19.0%</b>	<b>175,500</b>
<b>Total Revenue</b>	<b>\$ 461,113</b>	<b>\$ 419,524</b>	<b>\$ 41,589</b>	<b>9.9%</b>	<b>\$ 435,497</b>	<b>\$ 25,616</b>	<b>5.9%</b>	<b>\$ 35,367,449</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 681,767	\$ 843,824	\$ 162,057	19.2%	\$ 673,834	\$ (7,933)	-1.2%	\$ 14,008,769
Professional Services Expense	124,929	220,827	95,898	43.4%	64,174	(60,755)	-94.7%	3,246,653
Directors Expense	52	2,250	2,198	97.7%	649	597	91.9%	11,600
Insurance Expense	215,442	-	(215,442)	N/A	-	(215,442)	N/A	297,850
Telephone & Postage Expense	9,000	4,363	(4,637)	-106.3%	4,311	(4,690)	-108.8%	129,866
Supplies and Equipment Expense	47,213	36,541	(10,672)	-29.2%	35,564	(11,649)	-32.8%	3,632,573
Facility and Related Expense	63,959	77,213	13,254	17.2%	64,731	772	1.2%	3,352,915
Publicity & Related Expense	10,859	10,080	(779)	-7.7%	8,641	(2,218)	-25.7%	1,664,665
Attractions Expense	-	-	-	N/A	-	-	N/A	4,238,584
Other Self-Prod Event Expense	-	-	-	N/A	-	-	N/A	256,083
Premium Expense	-	-	-	N/A	-	-	N/A	121,245
Other Operating Expense	3,881	14,099	10,218	72.5%	5,787	1,906	32.9%	515,410
<b>Total Operating Expense</b>	<b>1,157,103</b>	<b>1,209,197</b>	<b>52,094</b>	<b>4.3%</b>	<b>857,691</b>	<b>(299,412)</b>	<b>-34.9%</b>	<b>31,476,213</b>
Depreciation Expense	199,094	199,094	-	0.0%	248,101	49,006	19.8%	2,389,130
Major Projects	-	528,000	528,000	100.0%	-	-	N/A	528,000
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	1,585	-	(1,585)	N/A	36,340	34,755	N/A	-
<b>Total Non-Operating Expense</b>	<b>200,679</b>	<b>727,094</b>	<b>526,415</b>	<b>72.4%</b>	<b>284,441</b>	<b>83,762</b>	<b>29.4%</b>	<b>2,917,130</b>
<b>Total Expense</b>	<b>\$ 1,357,782</b>	<b>\$ 1,936,291</b>	<b>\$ 578,509</b>	<b>76.7%</b>	<b>\$ 1,142,131</b>	<b>\$ (215,651)</b>	<b>-5.5%</b>	<b>\$ 34,393,343</b>
<b>Net Proceeds</b>	<b>\$ (896,670)</b>	<b>\$ (1,516,767)</b>	<b>\$ 620,098</b>	<b>40.9%</b>	<b>\$ (706,635)</b>	<b>\$ (190,035)</b>	<b>-26.9%</b>	<b>\$ 974,106</b>

**32nd D A A - OC Fair & Event Center  
Balance Sheet (Unaudited)  
January, 2015**

	<u>2015</u>	<u>2014</u>
<b>Assets</b>		
Cash	\$ 825,875	\$ 578,956
Investments	26,959,330	25,943,585
Accounts Receivable	915,659	1,026,197
Reserve for Bad Debt	(11,850)	(37,501)
Prepaid Assets	-	-
<b>Current Assets</b>	<b><u>28,689,013</u></b>	<b><u>27,511,237</u></b>
Deferred Expenses	475,523	-
Capital Projects in Process	12,327,287	5,096,402
Land	133,553	133,553
Buildings and Improvements	32,781,220	34,678,453
Equipment	443,188	594,670
<b>Long Term Assets</b>	<b><u>46,160,771</u></b>	<b><u>40,503,079</u></b>
<b>Total Assets</b>	<b><u>\$ 74,849,785</u></b>	<b><u>\$ 68,014,316</u></b>
<b>Liabilities</b>		
Accounts Payable	\$ 468,141	\$ 358,542
Deferred Revenue	743,276	942,047
Other Payroll Deductions	274,926	265,775
Deposits	30,700	31,000
Other Liabilities	-	-
<b>Short Term Liabilities</b>	<b><u>1,517,043</u></b>	<b><u>1,597,364</u></b>
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b><u>962,269</u></b>	<b><u>1,007,530</u></b>
<b>Total Liabilities</b>	<b><u>2,479,312</u></b>	<b><u>2,604,895</u></b>
<b>Resources</b>		
Investment in Capital Assets	45,685,248	40,503,079
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	26,751,573	24,770,058
Net Resources - Auction Fund	20,981	26,459
	<u>73,267,142</u>	<u>66,116,056</u>
Net Proceeds from Operations	(896,670)	(706,635)
<b>Total Resources</b>	<b><u>72,370,473</u></b>	<b><u>65,409,421</u></b>
<b>Total Liabilities and Net Resources</b>	<b><u>\$ 74,849,785</u></b>	<b><u>\$ 68,014,316</u></b>

**32nd DAA - OC Fair & Event Center  
Statement of Cash Flows (Unaudited)  
Year to Date - January 2015**

<b>Cash Flows from Operating Activities:</b>	<b>YTD 2015</b>
<b>Net Proceeds</b>	<b>(\$896,670)</b>
<b>Non-Cash Expenses:</b>	
Depreciation Expense	199,094
<b>Balance Sheet Activity:</b>	
(Incr) Decr in Accounts Receivable	(305,529)
(Incr) Decr in Other Assets	(456,724)
Incr (Decr) in Accounts Payable	29,059
Incr (Decr) in Other Accrued Liabilities	489,338
Subtotal	(243,856)
<b>Net Cash Provided (Used) by Operating Activities</b>	<b>(941,432)</b>
<b>Cash Flows from Investing Activities:</b>	
(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(92,695)
<b>Net Cash Provided (Used) by Investing Activities</b>	<b>(92,695)</b>
<b>Net Increase (Decrease) in Cash</b>	<b>(\$1,034,127)</b>
Cash at Beginning of Year	28,819,331
<b>Cash at End of Period</b>	<b>\$27,785,204</b>

**32nd DAA - OC Fair & Event Center**  
**Capital Expenditures Spending (Unaudited)**  
**January, 2015**

<b>Description</b>	<b>2015 Budget</b>	<b>2015 Spent</b>	<b>2015 Remaining</b>
<b>Buildings and Improvements</b>			
Pac Amp: Renovation	4,400,000	64,405	4,335,595
AG Memorial	111,000	0	111,000
Livestock Lane: Electrical Upgrade	0	9,356	-9,356
Arena: Rest Room Trailer Remodel	25,000	0	25,000
ASA: Asphalt Repair & Replace	60,000	0	60,000
ASA: Re-Roof & Structure Repair	210,000	0	210,000
Bldg 15: Floor Replacement	18,000	0	18,000
Campground: Electrical Infrastructure	9,000	0	9,000
Century Barn Replacement	180,000	0	180,000
EQC: Replace Horseshoer Roof	20,000	0	20,000
Gate 2: Drive Lane Asphalt	150,000	0	150,000
Lot B: Slurry & Stripe	350,000	0	350,000
Lot C: Slurry & Stripe	100,000	0	100,000
Lot D: Seal & Stripe	100,000	0	100,000
Maint: Womens Rest Room Remodel	50,000	0	50,000
Maint Yard: Enviro Valves	20,000	0	20,000
Pac Amp: Fall Protection System	45,000	0	45,000
Pac Amp: Seat Replacement	1,500,000	0	1,500,000
Ranch Bldg: Remodel	88,000	2,625	85,375
Ranch Bldg: Water Clarifier	18,000	0	18,000
Veterans Exhibit	1,000,000	0	1,000,000
ASA: Entry Sign Replacement	0	16,309	-16,309
Parking: Signage	80,000	0	80,000
EQC: Wash Rack Canopy	30,000	0	30,000
Arlington Rest Room Trailer Removal	10,000	0	10,000
Exterior Rest Room Countertop Replacement	22,000	0	22,000
<b>Total Buildings and Improvements</b>	<b>8,596,000</b>	<b>92,695</b>	<b>8,503,305</b>
<b>Carnival Improvements</b>			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	0	50,000
Lot G: Asphalt Repair/Replace	250,000	0	250,000
Lot I/A: Tree Line Improvement	220,000	0	220,000
Interior Ground Seal	170,000	0	170,000
<b>Total Carnival Improvements</b>	<b>780,000</b>	<b>0</b>	<b>780,000</b>
<b>Equipment</b>			
Compressor: Towable/Portable	18,000	0	18,000
Event Ops: Cart	7,000	0	7,000
Exhibit Equipment	20,000	0	20,000
Parking: Utility Truck	30,000	0	30,000
Portable Generator - Emergency Backup	60,000	0	60,000
Solar Cart Parking - Charging Station	25,000	0	25,000
Jetter Trailer - Steam Cleaning	27,000	0	27,000
S&S: Parking Lot Lighting Controls	80,000	0	80,000
S&S: Cart	9,000	0	9,000
<b>Total Equipment</b>	<b>276,000</b>	<b>0</b>	<b>276,000</b>
<b>Total Capital Expenditures</b>	<b>9,652,000</b>	<b>92,695</b>	<b>9,559,305</b>
<b>Major Projects</b>			
ASA: Painting	180,000	0	180,000
Baja Blues: Paint Exterior	30,000	0	30,000
Pit Barricades - Crowd Control	12,000	0	12,000
IT: Web Design	20,000	0	20,000
Pac Amp: Step Lights Repair/Replace	25,000	0	25,000
Pac Amp: Trash Cans - Plaza Area	12,000	0	12,000
Parking Shelter Study	15,000	0	15,000
Picnic Tables: ADA Compliant	18,000	0	18,000
Plastic Barricades	12,000	0	12,000
S&S: Digital Hand Radios	84,000	0	84,000
S&S: Parking Lot K-Rails	80,000	0	80,000
Utility Cart Bodies	40,000	0	40,000
<b>Total Major Projects</b>	<b>528,000</b>	<b>0</b>	<b>528,000</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>10,180,000</b>	<b>92,695</b>	<b>10,087,305</b>



The following financial reports as of February 28, 2015 are enclosed for your reference.

#### Statement of Cash Flows

As of February 28, 2015, OC FEC's cash on hand is \$27,225,314, a decrease of \$1,594,017 during 2015. Operating activities have resulted in a net cash outflow of \$764,292 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$829,725 to date.

#### Balance Sheet

There are no significant changes to the balance sheet.

#### Income Statement

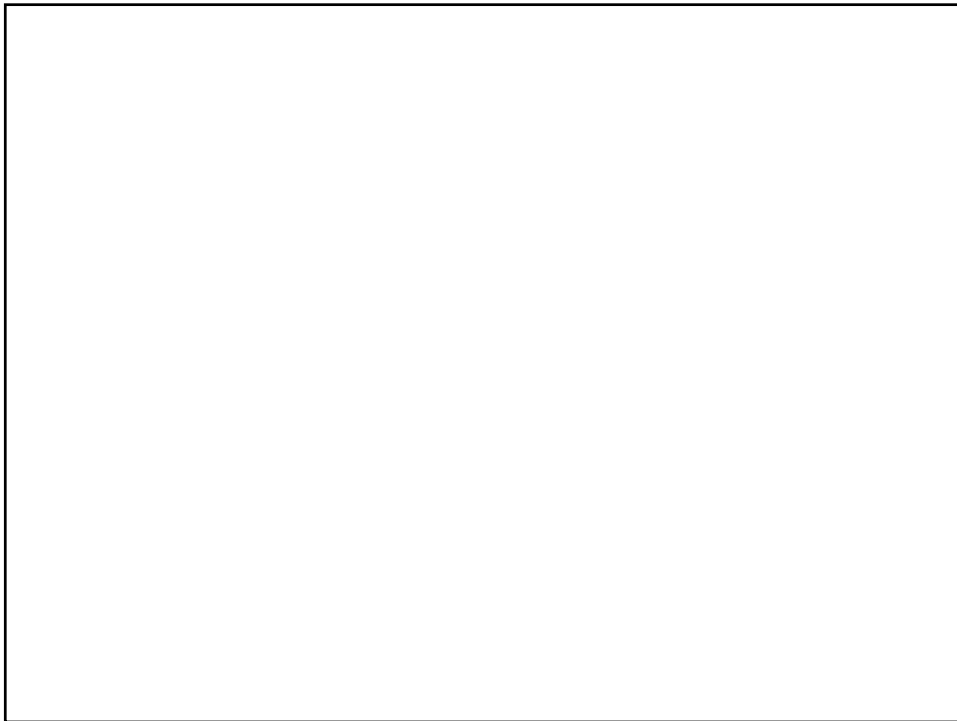
February 2015 year-to-date expenses exceed revenues by \$1,639,855, which is favorable to the budgeted net proceeds of (\$2,609,557) by \$969,702. Excluding Major Projects, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date are favorable to budget by \$452,582.

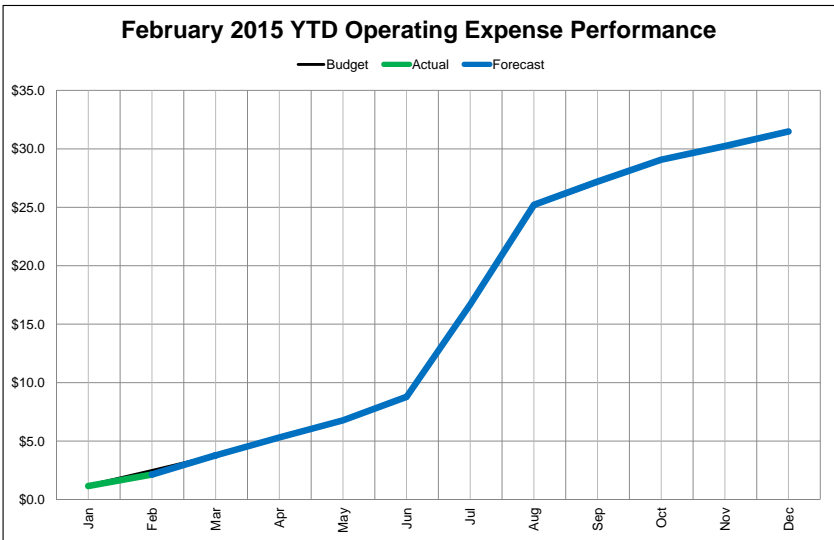
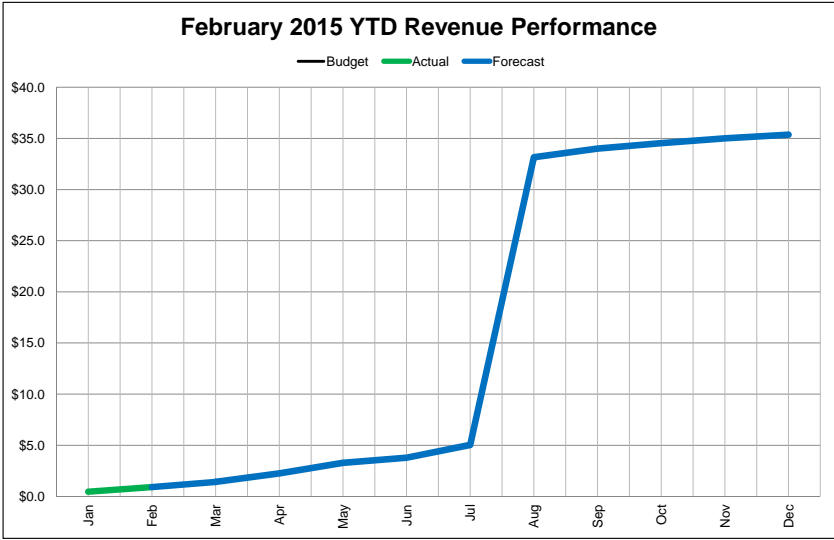
Total year-to-date revenues of \$916,330 are favorable to budget by \$118,463 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$86K.

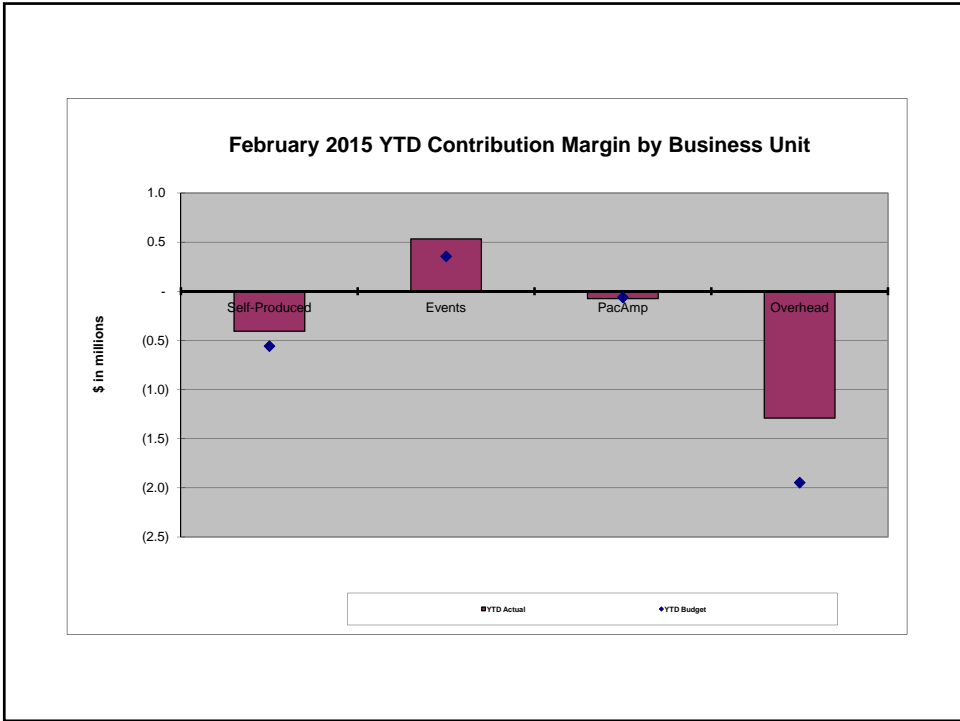
Total year-to-date operating expenses of \$2,136,747 are favorable to budget by \$344,489. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2015 OC Fair. Payroll and Related expense is favorable to budget by \$306K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$157K primarily due to timing of Marketing account and media services budgeted for the 2015 OC Fair. Insurance Expense of \$215K is over budget due to rescheduling the required payment for annual general liability insurance to January from July, when payment has historically been made and budgeted. The \$215K expense incurred in January is favorable to the amount budgeted in July by \$5K.



32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of February 28, 2015

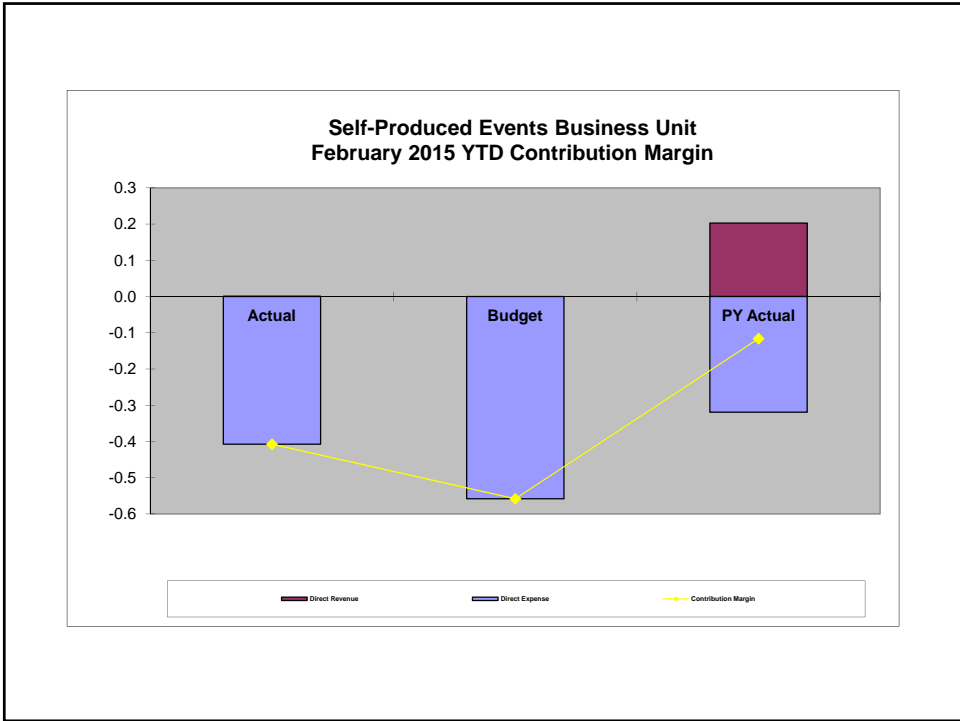






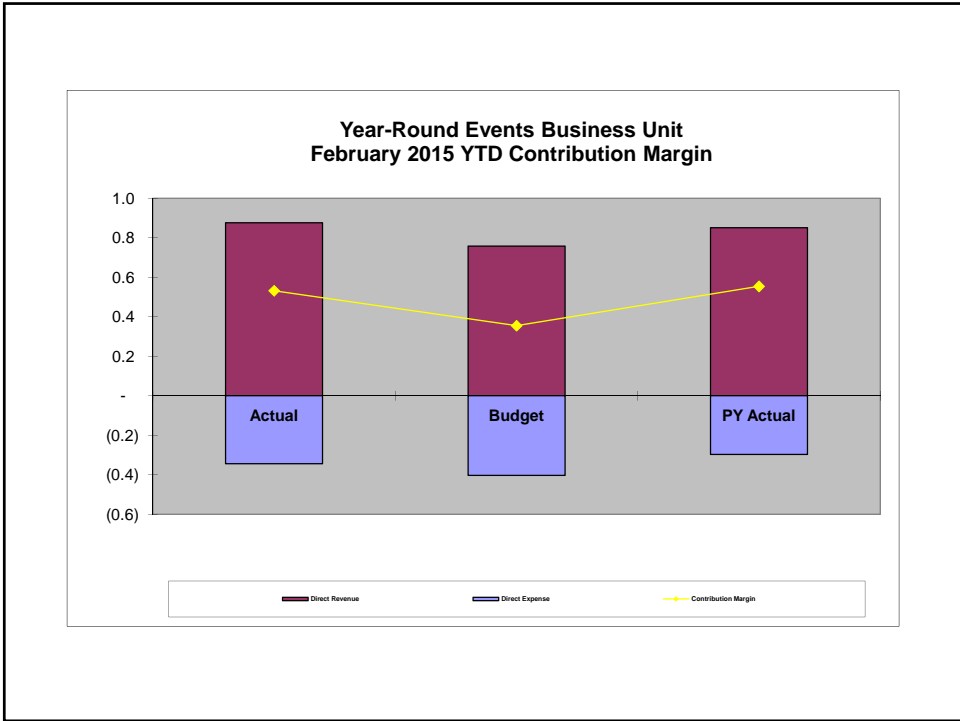
**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of February, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	(0.4)	(0.6)	(0.1)	10.0
Events Business Unit	0.5	0.4	0.6	3.5
Pacific Amphitheatre Business Unit	(0.1)	(0.1)	(0.1)	1.1
<b>Total Business Unit Contribution Margin</b>	<b>0.0</b>	<b>(0.3)</b>	<b>0.4</b>	<b>14.5</b>
Net Overhead Expense (Cash)	(1.3)	(1.9)	(1.2)	(11.2)
<b>Net Cash Provided (Used) Subtotal</b>	<b>(1.2)</b>	<b>(2.2)</b>	<b>(0.8)</b>	<b>3.4</b>
Major Projects	(0.0)	(0.5)	-	(0.5)
Capital Expenditures	(0.8)		(0.8)	
Balance Sheet Changes	0.5		0.3	
<b>Net Increase (Decrease) in Cash</b>	<b>(1.6)</b>	<b>(2.7)</b>	<b>(1.3)</b>	<b>2.8</b>



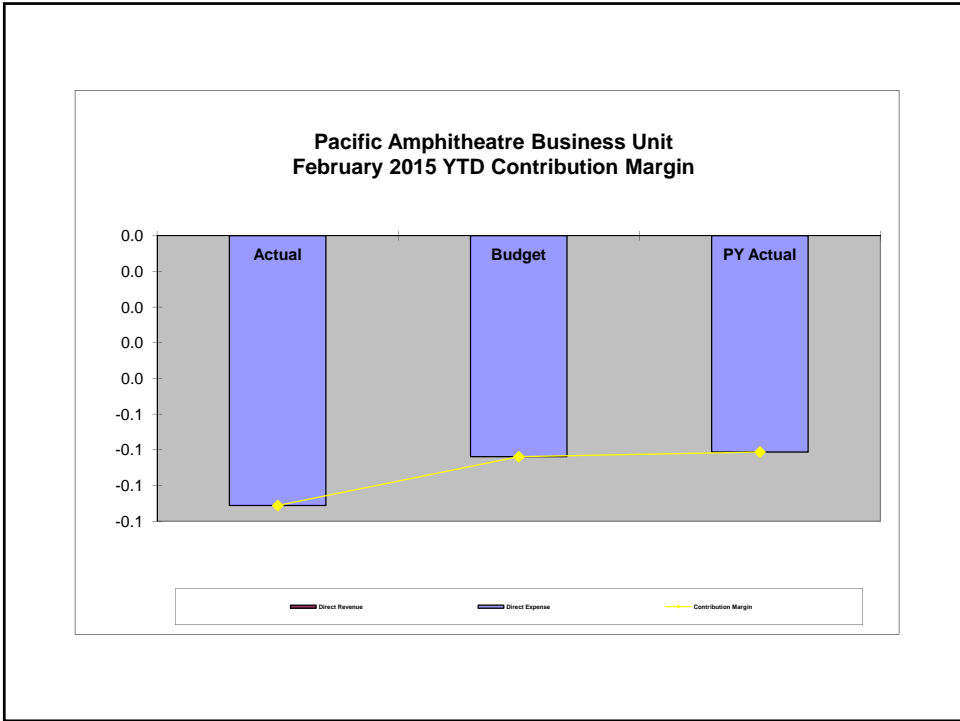
**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of February, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$7.7
Concessions	0.0	0.0	0.0	6.0
Carnival	0.0	0.0	0.0	3.1
Sponsorships	0.0	0.0	0.0	1.6
Commercial Space	0.0	0.0	0.0	1.4
Parking	0.0	0.0	0.0	2.1
Other Revenue	0.0	0.0	0.2	1.0
Total Direct Revenue	0.0	0.0	0.2	22.9
Payroll/Related	0.3	0.3	0.3	4.3
Outside Services	0.1	0.2	0.0	2.1
Marketing/Related	0.0	0.0	0.0	1.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	2.6
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.0	0.0	1.6
Total Direct Expense	0.4	0.6	0.3	12.9
Contribution to Overhead and CapEx	(\$0.4)	(\$0.6)	(\$0.1)	\$10.0



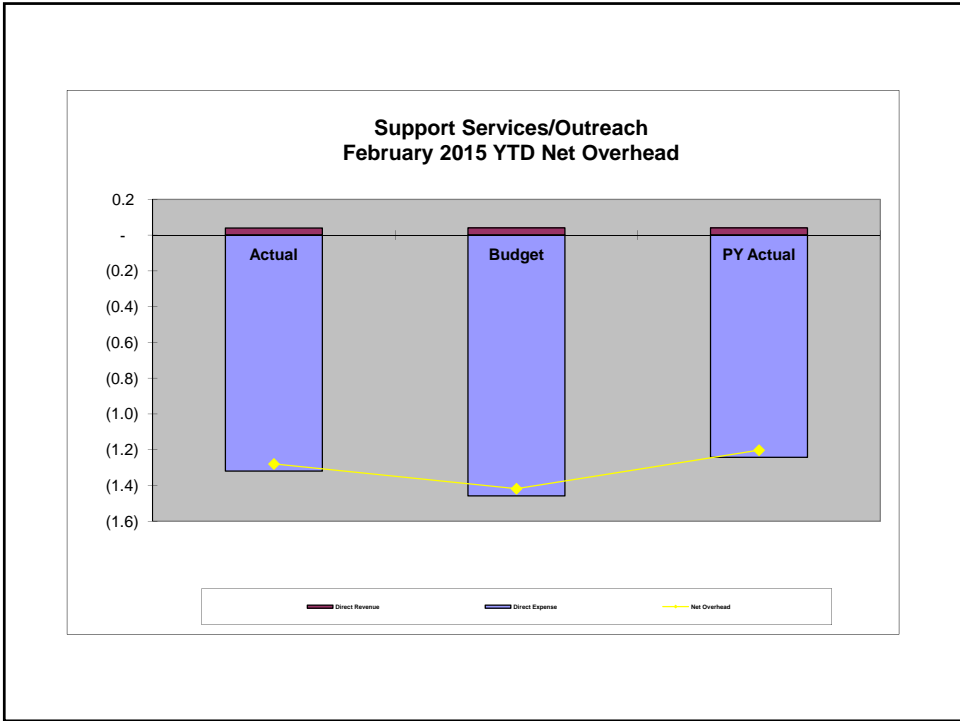
**Year-Round Events Business Unit  
Contribution Margin Statement  
Year to Date as of February, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$0.5	\$0.4	\$0.5	\$2.8
Personnel Services	0.1	0.1	0.1	0.8
Concessions	0.1	0.0	0.0	0.7
Equipment Rentals	0.1	0.1	0.1	0.5
Admissions/Parking	0.2	0.1	0.1	1.3
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	0.9	0.8	0.9	6.2
Payroll/Related	0.3	0.3	0.2	2.0
Outside Services	0.0	0.0	0.0	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.1
Facility/Related	0.1	0.1	0.0	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	0.3	0.4	0.3	2.8
Contribution to Overhead and CapEx	\$0.5	\$0.4	\$0.6	\$3.5



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of February, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Ticket Sales	\$0.0	\$0.0	\$0.0	\$4.1
Facility Fee	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.4
Parking	0.0	0.0	0.0	0.4
Sponsorship	0.0	0.0	0.0	0.1
Other Revenue	0.0	0.0	0.0	0.3
Total Direct Revenue	0.0	0.0	0.0	6.0
Performers' Fees	0.0	0.0	0.0	3.1
Outside Services	0.0	0.0	0.0	0.5
Marketing/Related	0.0	0.0	0.0	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.5
Payroll/Related	0.0	0.0	0.0	0.3
Other Expense	0.0	0.0	0.0	0.2
Total Direct Expense	0.1	0.1	0.1	4.9
Contribution to Overhead and CapEx	(\$0.1)	(\$0.1)	(\$0.1)	\$1.1



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of February, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.0	\$0.0	\$0.0	\$0.1
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.1
<b>Total Revenue</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.3</b>
Payroll/Related	\$0.9	\$1.1	\$0.9	\$7.5
Facility/Related	\$0.1	\$0.2	\$0.2	\$1.9
Supplies/Telephone/Postage	\$0.1	\$0.1	\$0.1	\$0.6
Outside Services	\$0.0	\$0.1	\$0.1	\$0.4
Insurance	\$0.2	\$0.0	\$0.0	\$0.3
Other Expense	\$0.0	\$0.0	\$0.0	\$0.2
<b>Total Expense</b>	<b>\$1.3</b>	<b>\$1.5</b>	<b>\$1.2</b>	<b>\$10.9</b>
<b>Net Overhead</b>	<b>(\$1.3)</b>	<b>(\$1.4)</b>	<b>(\$1.2)</b>	<b>(\$10.6)</b>
Major Projects	\$0.0	\$0.5	\$0.0	\$0.5
Non-Cash Expenses:				
Depreciation Expense	\$0.4	\$0.4	\$0.5	\$2.4
<b>Total Non-Cash Expense</b>	<b>\$0.4</b>	<b>\$0.4</b>	<b>\$0.5</b>	<b>\$2.4</b>

**Note: Includes education/outreach program expenditures of \$134K**

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of February, 2015**

	2015 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2014 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2015 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 9,149,000
Commercial Space Rental Revenue	-	-	-	N/A	-	-	N/A	1,444,000
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	9,434,000
Exhibits Revenue	998	-	998	N/A	3,227	(2,229)	-69.1%	91,000
Attractions Revenue	-	-	-	N/A	-	-	N/A	3,886,300
Miscellaneous Revenue	100	-	100	N/A	200,600	(200,500)	-100.0%	4,774,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>1,098</b>	<b>-</b>	<b>1,098</b>	<b>N/A</b>	<b>203,827</b>	<b>(202,729)</b>	<b>-99.5%</b>	<b>28,778,300</b>
Facility Rental Revenue	456,953	425,034	31,919	7.5%	490,340	(33,386)	-6.8%	2,771,534
Other Event Revenue	418,451	332,700	85,751	25.8%	360,450	58,001	16.1%	3,432,700
Equestrian Center Revenue	19,108	18,256	852	4.7%	18,256	852	4.7%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	8,302	11,500	(3,198)	-27.8%	11,513	(3,211)	-27.9%	109,415
<b>Total Rental Revenue</b>	<b>902,814</b>	<b>787,490</b>	<b>115,324</b>	<b>14.6%</b>	<b>880,558</b>	<b>22,256</b>	<b>2.5%</b>	<b>6,413,649</b>
Interest Earnings	12,419	10,377	2,042	19.7%	10,377	2,042	19.7%	63,000
Grants	-	-	-	N/A	0	(0)	-100.0%	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	-	-	-	N/A	-	-	N/A	112,500
Prior Year Revenue	-	-	-	N/A	-	-	N/A	-
<b>Total Non-Operating Revenue</b>	<b>12,419</b>	<b>10,377</b>	<b>2,042</b>	<b>19.7%</b>	<b>10,377</b>	<b>2,042</b>	<b>19.7%</b>	<b>175,500</b>
<b>Total Revenue</b>	<b>\$ 916,330</b>	<b>\$ 797,867</b>	<b>\$ 118,463</b>	<b>14.8%</b>	<b>\$ 1,094,762</b>	<b>\$ (178,432)</b>	<b>-16.3%</b>	<b>\$ 35,367,449</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 1,405,756	\$ 1,711,942	\$ 306,186	17.9%	\$ 1,380,321	\$ (25,435)	-1.8%	\$ 14,008,769
Professional Services Expense	160,819	317,384	156,565	49.3%	114,669	(46,149)	-40.2%	3,246,653
Directors Expense	1,084	3,100	2,016	65.0%	1,083	(1)	-0.1%	11,600
Insurance Expense	215,442	-	(215,442)	N/A	-	(215,442)	N/A	297,850
Telephone & Postage Expense	16,626	12,630	(3,996)	-31.6%	12,355	(4,271)	-34.6%	129,866
Supplies and Equipment Expense	85,520	118,931	33,411	28.1%	107,286	21,766	20.3%	3,632,573
Facility and Related Expense	183,811	220,249	36,438	16.5%	200,612	16,801	8.4%	3,352,915
Publicity & Related Expense	51,701	50,386	(1,315)	-2.6%	51,358	(343)	-0.7%	1,664,665
Attractions Expense	-	-	-	N/A	-	-	N/A	4,238,584
Other Self-Prod Event Expense	-	-	-	N/A	-	-	N/A	256,083
Premium Expense	523	-	(523)	N/A	-	(523)	N/A	121,245
Other Operating Expense	15,466	46,614	31,148	66.8%	15,913	448	2.8%	515,410
<b>Total Operating Expense</b>	<b>2,136,747</b>	<b>2,481,236</b>	<b>344,489</b>	<b>13.9%</b>	<b>1,883,597</b>	<b>(253,150)</b>	<b>-13.4%</b>	<b>31,476,213</b>
Depreciation Expense	398,188	398,188	-	0.0%	496,201	98,013	19.8%	2,389,130
Major Projects	10,880	528,000	517,120	97.9%	-	(10,880)	N/A	528,000
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	10,370	-	(10,370)	N/A	36,479	26,109	N/A	-
<b>Total Non-Operating Expense</b>	<b>419,438</b>	<b>926,188</b>	<b>506,750</b>	<b>54.7%</b>	<b>532,680</b>	<b>113,242</b>	<b>21.3%</b>	<b>2,917,130</b>
<b>Total Expense</b>	<b>\$ 2,556,185</b>	<b>\$ 3,407,424</b>	<b>\$ 851,239</b>	<b>68.6%</b>	<b>\$ 2,416,276</b>	<b>\$ (139,909)</b>	<b>7.8%</b>	<b>\$ 34,393,343</b>
<b>Net Proceeds</b>	<b>\$ (1,639,855)</b>	<b>\$ (2,609,557)</b>	<b>\$ 969,702</b>	<b>37.2%</b>	<b>\$ (1,321,514)</b>	<b>\$ (318,341)</b>	<b>-24.1%</b>	<b>\$ 974,106</b>



**32nd D A A - OC Fair & Event Center  
Balance Sheet (Unaudited)  
February, 2015**

	2015	2014
<b>Assets</b>		
Cash	\$ 1,065,985	\$ 255,790
Investments	26,159,330	25,943,585
Accounts Receivable	1,441,671	1,075,270
Reserve for Bad Debt	(11,850)	(37,501)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>28,655,135</b>	<b>27,237,144</b>
Deferred Expenses	449,670	-
Capital Projects in Process	13,064,317	5,759,934
Land	133,553	133,553
Buildings and Improvements	32,597,682	34,487,892
Equipment	427,632	537,131
<b>Long Term Assets</b>	<b>46,672,855</b>	<b>40,918,510</b>
<b>Total Assets</b>	<b>\$ 75,327,990</b>	<b>\$ 68,155,654</b>
<b>Liabilities</b>		
Accounts Payable	\$ 316,142	\$ 324,672
Deferred Revenue	2,091,678	1,722,207
Other Payroll Deductions	299,113	276,703
Deposits	31,500	30,000
Other Liabilities	-	-
<b>Short Term Liabilities</b>	<b>2,738,433</b>	<b>2,353,581</b>
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b>962,269</b>	<b>1,007,530</b>
<b>Total Liabilities</b>	<b>3,700,703</b>	<b>3,361,112</b>
<b>Resources</b>		
Investment in Capital Assets	\$ 46,223,185	\$ 40,918,510
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	26,213,636	24,354,626
Net Resources - Auction Fund	20,981	26,459
	73,267,142	66,116,056
Net Proceeds from Operations	(1,639,855)	(1,321,514)
<b>Total Resources</b>	<b>71,627,288</b>	<b>64,794,542</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 75,327,990</b>	<b>\$ 68,155,654</b>

**32nd DAA - OC Fair & Event Center  
Statement of Cash Flows (Unaudited)  
Year to Date - February 2015**

**Cash Flows from Operating Activities:** **YTD 2015**

<b>Net Proceeds</b>	<b>(\$1,639,855)</b>
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**Non-Cash Expenses:**

Depreciation Expense	398,188
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**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	(831,541)
(Incr) Decr in Other Assets	(430,871)
Incr (Decr) in Accounts Payable	(98,753)
Incr (Decr) in Other Accrued Liabilities	1,838,540
Subtotal	477,375

<b>Net Cash Provided (Used) by Operating Activities</b>	<b>(764,292)</b>
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**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(829,725)

<b>Net Cash Provided (Used) by Investing Activities</b>	<b>(829,725)</b>
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<b>Net Increase (Decrease) in Cash</b>	<b>(\$1,594,017)</b>
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Cash at Beginning of Year	28,819,331
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<b>Cash at End of Period</b>	<b>\$27,225,314</b>
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**32nd DAA - OC Fair & Event Center  
Capital Expenditures Spending (Unaudited)**

**February, 2015**

<u>Description</u>	<u>2015 Budget</u>	<u>2015 Spent</u>	<u>2015 Remaining</u>
<b>Buildings and Improvements</b>			
Pac Amp Renovation	4,400,000	667,396	3,732,604
West End Facility Electrical	0	93,082	-93,082
AG Memorial	111,000	25,100	85,900
Livestock Lane: Electrical Upgrade	0	9,356	-9,356
Parking: Signage	0	-6,609	6,609
Arena: Rest Room Trailer Remodel	25,000	0	25,000
ASA: Asphalt Repair & Replace	60,000	0	60,000
ASA: Re-Roof & Structure Repair	210,000	0	210,000
Bldg 15: Floor Replacement	18,000	0	18,000
Campground: Electrical Infrastructure	9,000	0	9,000
Century Barn Replacement	180,000	0	180,000
EQC: Replace Horseshoer Roof	20,000	0	20,000
Gate 2: Drive Lane Asphalt	150,000	0	150,000
Lot B: Slurry & Stripe	350,000	0	350,000
Lot C: Slurry & Stripe	100,000	0	100,000
Lot D: Seal & Stripe	100,000	0	100,000
Maint: Womens Rest Room Remodel	50,000	0	50,000
Maint Yard: Enviro Valves	20,000	0	20,000
Pac Amp: Fall Protection System	45,000	0	45,000
Pac Amp: Seat Replacement	1,500,000	0	1,500,000
Ranch Bldg: Remodel	88,000	11,826	76,174
Ranch Bldg: Water Clarifier	18,000	0	18,000
Veterans Exhibit	1,000,000	0	1,000,000
ASA: Entry Sign Replacement	0	16,309	-16,309
Parking: Signage	80,000	0	80,000
EQC: Wash Rack Canopy	30,000	0	30,000
Arlington Rest Room Trailer Removal	10,000	13,266	-3,266
Exterior Rest Rooms Countertops	22,000	0	22,000
<b>Total Buildings and Improvements</b>	<b>8,596,000</b>	<b>829,725</b>	<b>7,766,275</b>
<b>Carnival Improvements</b>			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	0	50,000
Lot G: Asphalt Repair/Replace	250,000	0	250,000
Lot I/A: Tree Line Improvement	220,000	0	220,000
Interior Ground Seal	170,000	0	170,000
<b>Total Carnival Improvements</b>	<b>780,000</b>	<b>0</b>	<b>780,000</b>
<b>Equipment</b>			
Compressor: Towable/Portable	18,000	0	18,000
Event Ops: Cart	7,000	0	7,000
Exhibit Equipment	20,000	0	20,000
Parking: Utility Truck	30,000	0	30,000
Portable Generator - Emergency Backup	60,000	0	60,000
Solar Cart Parking - Charging Station	25,000	0	25,000
Jetter Trailer - Steam Cleaning	27,000	0	27,000
S&S: Parking Lot Lighting Controls	80,000	0	80,000
S&S: Cart	9,000	0	9,000
<b>Total Equipment</b>	<b>276,000</b>	<b>0</b>	<b>276,000</b>
<b>Total Capital Expenditures</b>	<b>9,652,000</b>	<b>829,725</b>	<b>8,822,275</b>
<b>Major Projects</b>			
ASA: Painting	180,000	0	180,000
Baja Blues: Paint Exterior	30,000	0	30,000
Bldg 10: Concrete Polishing	0	10,880	-10,880
Pit Barricades - Crowd Control	12,000	0	12,000
IT: Web Design	20,000	0	20,000
Pac Amp: Step Lights Repair/Replace	25,000	0	25,000
Pac Amp: Trash Cans - Plaza Area	12,000	0	12,000
Parking Shelter Study	15,000	0	15,000
Picnic Tables: ADA Compliant	18,000	0	18,000
Plastic Barricades	12,000	0	12,000
S&S: Digital Hand Radios	84,000	0	84,000
S&S: Parking Lot K-Rails	80,000	0	80,000
Utility Cart Bodies	40,000	0	40,000
<b>Total Major Projects</b>	<b>528,000</b>	<b>10,880</b>	<b>517,120</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>10,180,000</b>	<b>840,605</b>	<b>9,339,395</b>

**OC Fair & Event Center  
Accounts Payable Checks Summary  
February 2015**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76068	02/04/15	Association of State CA Supervisors	72.00
76069	02/04/15	Adcom Publishing DbA Bride World Expo	970.00
76070	02/04/15	American Cavy Breeders Association	18.00
76071	02/04/15	American Dutch Rabbit Club Inc	12.00
76072	02/04/15	American Himalayan Rabbit Association	7.00
76073	02/04/15	American Mini Lop Rabbit Club	13.00
76074	02/04/15	American Netherland Dwarf Rabbit Club	15.00
76075	02/04/15	American Express	341.49
76076	02/04/15	AT&T	31.22
76077	02/04/15	AT&T	100.00
76078	02/04/15	Byer Geotechnical, Inc.	1,235.00
76079	02/04/15	California Fairs Financing Authority	70,698.30
76080	02/04/15	California Fair Services Authority	1,536.07
76081	02/04/15	City of Huntington Beach	800.00
76082	02/04/15	CCS Orange County Janitorial, Inc.	4,112.34
76083	02/04/15	CR&A Custom, Inc.	128.56
76084	02/04/15	Delta Dental Plan Of California	4,022.57
76085	02/04/15	Evy Young	38.23
76086	02/04/15	The Expo Pros	1,124.50
76087	02/04/15	Franchise Tax Board	211.86
76088	02/04/15	Christine Gunst	61.06
76089	02/04/15	Holland Lop Rabbit Specialty Club	25.00
76090	02/04/15	Department of Industrial Relations	225.00
76091	02/04/15	IUOE, Craft/Maint. Division	1,296.00
76092	02/04/15	Joan Hamill	59.50
76093	02/04/15	Kaiser Permanente	35,323.58
76094	02/04/15	Lisa Sexton	6,996.75
76095	02/04/15	MAKE Architecture	1,337.64
76096	02/04/15	Marie Torres	346.81
76097	02/04/15	Mesa Water District	9,331.81
76098	02/04/15	National Mini Rex Rabbit Club	30.00
76099	02/04/15	Orange County Treasurer-Tax Collector	16,110.46
76100	02/04/15	Pam Highwart	45.92
76101	02/04/15	CA Public Employees Retirement System	47,519.89
76102	02/04/15	Peter James Riojas	610.50
76103	02/04/15	Red Wing Hatchery	180.40
76104	02/04/15	Robin Wachner	584.28
76105	02/04/15	Ruby Lau	145.80

**OC Fair & Event Center  
Accounts Payable Checks Summary  
February 2015**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76106	02/04/15	SEIU Local 1000 CA State Employees Asso.	1,861.23
76107	02/04/15	Southern California Edison	38,624.97
76108	02/04/15	State Disbursement Unit	331.00
76109	02/04/15	Stan Tkaczyk	30.00
76110	02/04/15	Teresa Dayton	106.20
76111	02/04/15	Venues Today, Inc.	1,516.00
76112	02/04/15	Western Winter Sports	1,416.25
76113	02/11/15	Allstar Events	1,350.00
76114	02/11/15	American Express	716.00
76115	02/11/15	American Express	2,458.58
76116	02/11/15	AT&T	806.22
76117	02/11/15	AWI Builders, Inc.	532,973.75
76118	02/11/15	Bandsintown Group	500.00
76119	02/11/15	Barbara Gregerson	25.29
76120	02/11/15	B & L Productions	518.93
76121	02/11/15	California Fairs Financing Authority	55,555.00
76122	02/11/15	City of Santa Ana	500.00
76123	02/11/15	CCS Orange County Janitorial, Inc.	2,088.48
76124	02/11/15	CR&A Custom, Inc.	64.80
76125	02/11/15	DeltaCare USA	698.19
76126	02/11/15	Department of General Services	1,062.57
76127	02/11/15	Jerry Liu & Associates	1,387.50
76128	02/11/15	Lisa Sexton	6,996.75
76129	02/11/15	Marketwire, Inc.	500.00
76130	02/11/15	Teresa Mason	71.92
76131	02/11/15	My Delight Cupcakery, LLC	200.00
76132	02/11/15	Gravity Technologies Inc.	349.00
76133	02/11/15	Orange County Treasurer-Tax Collector	1,670.51
76134	02/11/15	Pinnacle Petroleum, Inc.	851.91
76135	02/11/15	Zano Productions	150.00
76136	02/11/15	Southern California Edison	4,014.99
76137	02/11/15	Sound Media Fusion, LLC	9,000.00
76138	02/11/15	State Disbursement Unit	331.00
76139	02/11/15	Tex*Us Guitar Shows, Inc	1,087.50
76140	02/11/15	The Gas Company	939.17
76141	02/19/15	A & H Refrigeration, Inc.	636.00
76142	02/19/15	California Fair Services Authority	4,624.50
76143	02/19/15	California Fair Services Authority	405.00
76144	02/19/15	CCS Orange County Janitorial, Inc.	3,105.24
76145	02/19/15	Commercial Restrooms, Inc.	708.00

**OC Fair & Event Center  
Accounts Payable Checks Summary  
February 2015**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76146	02/19/15	Employment Development Department	16,199.00
76147	02/19/15	Franchise Tax Board	227.76
76148	02/19/15	JamBase, Inc.	1,500.00
76149	02/19/15	Kelley Blue Book	1,452.00
76150	02/19/15	KRTH 101FM	2,550.00
76151	02/19/15	Lisa Sexton	6,996.75
76152	02/19/15	Manatt, Phelps & Phillips, LLP	9,069.30
76153	02/19/15	Matthew V. Maldonado / Promotions Crew	300.00
76154	02/19/15	Mike's Precision Welding, Inc.	2,320.00
76155	02/19/15	Newport Mesa Unified School District	121.14
76156	02/19/15	Pinnacle Landscape Company	4,457.00
76157	02/19/15	Pinnacle Petroleum, Inc.	1,073.77
76158	02/19/15	Pre-Fab Builders, Inc.	439.00
76159	02/19/15	Red Wing Hatchery	90.20
76160	02/19/15	Safeguard Health Plans	37.62
76161	02/19/15	Verizon Wireless	1,747.01
76162	02/25/15	A & H Refrigeration, Inc.	646.80
76163	02/25/15	AAPW Corporation dba AMPOWER	1,835.00
76164	02/25/15	Aquatic Service, Inc.	195.00
76165	02/25/15	AT&T	3,221.43
76166	02/25/15	AT&T	109.00
76167	02/25/15	Bill Young Productions, Inc.	705.00
76168	02/25/15	BurrellesLuce	210.66
76169	02/25/15	California Technology Agency	722.00
76170	02/25/15	Centennial Farm Foundation	124.00
76171	02/25/15	California Fair Services Authority	11,615.52
76172	02/25/15	CCS Orange County Janitorial, Inc.	1,435.83
76173	02/25/15	Continental Signs, Inc.	14,433.18
76174	02/25/15	VOID	-
76175	02/25/15	CR&R Inc.	4,562.28
76176	02/25/15	CR&A Custom, Inc.	106.75
76177	02/25/15	Commercial Restrooms, Inc.	588.00
76178	02/25/15	Critical Mention, Inc.	1,249.75
76179	02/25/15	Eisel Enterprises, Inc.	1,646.46
76180	02/25/15	Event Production Solutions, LLC	1,585.00
76181	02/25/15	Fire Sprinkler Inspections, Inc.	950.00
76182	02/25/15	Fisher & Phillips, LLP	174.00
76183	02/25/15	Global Tour Creatives, LLC	420.00
76184	02/25/15	Hart Ranch	2,430.00
76185	02/25/15	Jerry Eldridge	89.50

**OC Fair & Event Center  
Accounts Payable Checks Summary  
February 2015**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76186	02/25/15	KCBS-FM	5,074.50
76187	02/25/15	KLOS Radio, Inc.	2,422.50
76188	02/25/15	KSWD	2,550.00
76189	02/25/15	KYSR FM	2,550.00
76190	02/25/15	Loomis Armored US, LLC	85.84
76191	02/25/15	Lopez Works, Inc.	16,476.33
76192	02/25/15	MAKE Architecture	9,985.15
76193	02/25/15	nQativ Solutions	385.00
76194	02/25/15	Orange County Treasurer-Tax Collector	131.94
76195	02/25/15	Ovations FanFare, LP	2,430.74
76196	02/25/15	Resin Music, LLC	1,000.00
76197	02/25/15	Ricardo Mendoza	25,100.00
76198	02/25/15	Quijote Corporation dba Sensis	95,825.00
76199	02/25/15	Southern California Edison	43,894.08
76200	02/25/15	Sound Media Fusion, LLC	6,000.00
76201	02/25/15	State Disbursement Unit	331.00
76202	02/25/15	TalentWise, Inc.	250.00
76203	02/25/15	Trademark Hoist, Inc.	1,330.00
76204	02/25/15	Williams Scotsman, Inc.	1,139.39
76205	02/26/15	Moor + South/Pier Management Co.	360.00
<b>Total February AP Checks</b>			<b>1,200,907.17</b>

**OC Fair & Event Center  
Electronic Payments Summary  
February 2015**

<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E020215-1	02/02/15	Signapay Carnival - 3185	10.00
E020215-2	02/02/15	Signapay PacAmp Merch - 5003	10.00
E020215-3	02/02/15	Signapay JLA - 6845	10.00
E20150202	02/02/15	Board Of Equalization	301.00
EP020215-1	02/02/15	Payroll Tax - Federal	49,644.18
EP020215-2	02/02/15	Payroll Tax - State	6,309.23
ER3146668374	02/03/15	PayPal	59.95
E020315-1	02/03/15	Global Payments ESS - 4284	138.01
E020315-2	02/03/15	Global Pay Accounting - 9486	106.50
E020315-3	02/03/15	Global Payments WiFi - 3304	33.88
E020315-4	02/03/15	Authorize.net Gateway - ESS	32.05
E020315-5	02/03/15	Authorize.net Gateway - WiFi	30.75
E020315-6	02/03/15	Global Pay Accounting - 9485	27.90
E020315-7	02/03/15	Global Payments Visual Arts - 3277	27.90
E020315-8	02/03/15	CBB Exhibit Entries - 8888	15.22
E020415	02/04/15	Paymentech TM - 6990	21.53
E020515-1	02/05/15	AMEX TM - 5809	83.87
E020515-2	02/05/15	Paymentech TM - 6990	52.31
E020515-3	02/05/15	AMEX ESS APP - 1581	8.64
E020515-4	02/05/15	AMEX Entries - 8152	0.43
E020915	02/09/15	Paymentech TM - 6990	97.90
EP020915-1	02/09/15	Payroll Tax - Federal	3,096.84
EP020915-2	02/09/15	Payroll Tax - State	264.74
E021015	02/10/15	Paymentech TM - 6990	36.32
E021115	02/11/15	Paymentech TM - 6990	328.32
E021215	02/12/15	Signapay Carnival - 3185	10.00
E021315	02/13/15	Paymentech TM - 6990	72.68
E021715	02/17/15	Paymentech TM - 6990	108.34
EP021715-1	02/17/15	Payroll Tax - Federal	50,119.75
EP021715-2	02/17/15	Payroll Tax - State	6,356.82
E021815	02/18/15	Paymentech TM - 6990	224.91
E14313237	02/18/15	CA Public Employees Retirement System	121,865.06
E021915	02/19/15	Paymentech TM - 6990	291.51
E022015	02/20/15	Paymentech TM - 6990	37.29
E022315	02/23/15	CBB Analysis Statement Fee	445.51
EP022315-1	02/23/15	Payroll Tax - Federal	2,358.52
EP022315-2	02/23/15	Payroll Tax - State	197.08
E022415	02/24/15	Paymentech TM - 6990	133.80
E022515	02/25/15	Paymentech TM - 6990	523.65
Eb9d4565a9f	02/25/15	US Bank	82,010.68
<b>Total February Electronic Payments</b>			<b>325,503.07</b>



**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD FEBRUARY 26, 2015**

**1. CALL TO ORDER:**

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

**2. MISSION STATEMENT:**

Chair Aitken recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. DIRECTORS PRESENT:**

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

**DIRECTORS ABSENT/EXCUSED:**

Director Bagneris and Director Nguyen

**OTHERS PRESENT:**

Kathy Kramer, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Doug Lofstrom, OCFEC; Jeff Willson, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Robin Wachner, OCFEC Director of Communications; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Evy Young, OCFEC; Gary Hardesty, Sound Media Fusion; Roger Grable, Manatt, Phelps & Phillips, LLP; Janet Taylor, stenographer; Mike Robbins; Jeanine Robbins; Reggie Mundekis; Roy Englebrecht, Fight Club OC; Beth Refakes; Clint Eastman, CPMG; Danika Wignall, CPMG; Juan Quintero, Ovations; Adela Generally, Ovations; Teresa Drain; Theresa Sears; Bobby McDonald, OC Veterans Advisory Council; Kelly Shelton, City of Costa Mesa; Melissa Reese; Jay Humphrey; Anna Vrska; Cindy Brenneman; Tom Brenneman; Amanda Knitter, American Lung Association; Barbara Gordon; Peggy Walker; Allison Levy, American Cancer Society; Howard Lindsey; Jill Lloyd, OCMP

**5. CEO'S OPERATIONAL UPDATE**

Kathy Kramer, OCFEC CEO, discussed employee and community outreach efforts that she has implemented over the past month including meetings with staff, the OC Fairgrounds Preservation Society, various neighborhood groups, and discussions with the City of Costa Mesa regarding the proposed bio-swale project,. She discussed her recent trip

to Sacramento to meet with the Governor's appointments secretary, elected officials, and representatives of CDFR, CFSA, WFA, and Cal Expo. Finally she discussed a recent luncheon for Congresswoman Loretta Sanchez that she attended with Director Cervantes.

Gary Hardesty, Sound Media Fusion, provided a Pacific Amphitheatre Phase II construction update.

Director Berardino displayed a copy of Orange County Lawyer Magazine which featured Chair Aitken on the cover who had been appointed the President of the Orange County Bar Association.

## 6. PUBLIC COMMENT

Anna Vrska spoke about the impact of Fair sound on the neighborhood.

Hardesty spoke about OCFEC sound mitigation efforts related to the Pacific Amphitheatre.

Beth Refakes asked whether OCFEC planned on doing any sound testing due to the changes in the Amphitheatre.

Kathy Kramer spoke about a "dry run" planned for the venue.

Hardesty then discussed the challenges of mitigating sound in the venue but noted that there were sound tests conducted last year and the plan is to do sound testing again this year.

Teresa Drain expressed gratitude for the sound mitigation efforts and invited the Board to a neighborhood car show on March 6.

Jay Humphrey spoke about the need for further sound testing once the Pacific Amphitheatre renovation is complete. He then requested a copy of the report from last year's sound test.

Melissa Reese spoke about concerns related to Costa Mesa's proposed bike trail/bio-swale project along Arlington Drive.

## 7. MINUTES:

### A. Board Meeting held January 22, 2015

Action Item

**ACTION:** Director Cervantes motioned and Vice Chair Mouet seconded to review and approve the minutes from the Board meeting held January 22, 2015. **MOTION PASSED WITH DIRECTOR RUIZ ABSTAINING**

## 8. CONSENT CALENDAR

- A. Standard Agreements: SA-001-15GE; SA-006-15GE; SA-007-15GE;  
SA-008-15GE; SA-009-15GE; SA-010-15GE; SA-011-15GE;  
SA-012-15GE; SA-013-15GE; SA-014-15GE; SA-015-15GE;  
SA-016-15GE; SA-017-15GE; SA-018-15AS; SA-019-15GE;  
SA-020-15IO; SA-021-15IO; SA-022-15IO; SA-023-15IO;  
SA-024-15IO; SA-025-15IO; SA-026-15IO; SA-027-15IO;  
SA-028-15BL; SA-029-15GE; SA-030-15SH
- B. Amendments: SA-21-13AM (Amend. #1); SA-22-07TD (Amend. #8);  
SA-22-13PA (Amend. #1)
- C. Interagency Agreements: none.
- D. Letters of Understanding: none.
- E. Rental Agreements: 15 IO 56; R-004-15; R-012-15; R-025-15;  
R-030-15; R-032-15; R-045-15; R-047-15; R-048-15; R-056-15;  
R-064-15; R-071-15; R-078-15; R-085-15; FT-001-15; FT-006-15;  
FT-015-15; FT-022-15; FT-025-15; FT-030-15; FT-032-15; FT-037-15;  
FT-043-15; FT-044-15; FT-048-15; FT-052-15; FT-053-15; FT-055-15;  
FT-056-15
- F. Active Joint Powers Authority Agreements: none.
- G. Commercial Rental Agreements: 15001; 15002; 15003; 15004; 15005;  
15006; 15007; 15009; 15010; 15011; 15012; 15014; 15015; 15017;  
15018; 15019; 15020; 15023; 15029; 15030; 15031; 15032; 15033;  
15034; 15035; 15036; 15037; 15038; 15039; 15040; 15041; 15042;  
15043; 15044; 15045; 15046; 15047; 15048; 15049; 15050; 15051;  
15052; 15054; 15055; 15056; 15057; 15058; 15059; 15060; 15062;  
15065; 15066; 15067; 15068; 15069; 15070; 15072; 15073; 15075;  
15076; 15077; 15078; 15079; 15082; 15083; 15085; 15087; 15088;  
15089; 15093; 15094; 15095; 15096; 15098; 15099; 15101; 15102;  
15103; 15104; 15105; 15106; 15107; 15108; 15110; 15111; 15112;  
15113; 15114; 15115; 15116; 15117; 15118; 15119; 15121; 15122;  
15123; 15124; 15125; 15126; 15128; 15129; 15130; 15131; 15132;  
15133; 15134; 15135; 15136; 15137; 15138; 15139; 15140; 15141;  
15142; 15143; 15144; 15145; 15146; 15147; 15148; 15149; 15150;  
15151; 15152; 15153; 15154; 15155; 15156; 15157; 15158; 15159;  
15160; 15161; 15162; 15163; 15164; 15165; 15166; 15167; 15168;  
15169; 15171; 15172; 15175; 15176; 15177; 15179; 15181; 15182;  
15183; 15184; 15185; 15186; 15188; 15189; 15190; 15191; 15192;  
15193; 15194; 15195; 15196; 15197; 15198; 15199; 15200; 15201;

15202; 15203; 15204; 15205; 15206; 15207; 15208; 15209; 15210;  
15212; 15213; 15214; 15215; 15216; 15217; 15218; 15219; 15220;  
15221; 15223; 15224; 15225; 15227; 15228; 15230; 15231; 15232;  
15233; 15234; 15235; 15236; 15237; 15238; 15239; 15241; 15242

H. Concession Rental Agreements: 15501; 15502; 15516; 15517; 15518;  
15519; 15520; 15521; 15538; 15539; 15540; 15542; 15543; 15546;  
15547; 15558; 15559; 15566; 15567; 15568; 15579; 15580; 15588;  
15590

I. Independent Amusement Rental Agreements: 15632; 15633; 15634;  
15635; 15642; 15643; 15644; 15645; 15646

J. Judging Agreements: IO-001-15; IO-002-15; IO-003-15; IO-004-15;  
IO-005-15; IO-006-15; IO-007-15; IO-008-15; IO-009-15

K. 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. none.

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

## 9. GOVERNANCE PROCESS:

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

Information Item

Vice Chair Mouet spoke on behalf of the Centennial Farm Foundation noting that they did not meet in January.

Michele Richards on behalf of the Workers Memorial Task Force presented an update regarding the project.

Director La Belle asked about an expected completion date for the Workers Memorial. Richards answered that it is expected to be ready for the 2015 OC Fair.

Director La Belle on behalf of the 2015 OC Fair City Liaison Committee discussed an upcoming meeting with city managers to roll out the Cities Days program to be followed by the Mayors and City Managers

breakfast.

Richards on behalf of the Veterans Memorial Task Force spoke about the progress in developing the conceptual drawings with the architects.

Jason Jacobsen presented the Heroes Hall website.

Director Ruiz asked what groups had been reached out to assist in this project.

Director Berardino said they were waiting for the donation system to be implemented and then they would be reaching out to the labor community.

Richards discussed the efforts that will be put in place for the 2015 OC Fair to introduce Heroes Hall to fairgoers.

Beth Refakes expressed her happiness about the veteran's exhibit and spoke about her volunteer work on behalf of the veteran's community.

Director Berardino noted that OCFEC should reach out to the OC Register to help publicize the veteran's project.

Vice Chair Mouet on behalf of the OCFEC Educational & Agricultural Foundation Task Force announced that the State had recently informed the Association that OCFEC can receive tax-deductible donations. He and Director Bagneris planned on providing a fleshed out discussion at the March 26 meeting.

Chair Aitken asked that Kramer distribute the letter from the state to the full board.

Director Tkaczyk on behalf of the OCC/OCFEC Parking Structure Task Force discussed a recent public meeting at Orange Coast College related to their Master Plan.

## **B. Ratification of Updated OCFEC Smoking Policy**

### **Action Item**

Allison Levy, American Cancer Society, supported a move towards a 100% smoke free policy at OCFEC.

Peggy Walker spoke in support of a smoke free policy at OCFEC.

Barbara Gordon spoke in support of a smoke free policy at OCFEC, citing public opinion polls in 2012 related to smoking policies at the San Diego County Fair.

Chair Aitken asked to see the polling data reference by Gordon.

Amanda Knitter, American Lung Association, spoke in support of a smoke free policy at OCFEC.

Jeanine Robbins retracted her previous statement that RCS has a beer stand in their employee compound which was false. She then spoke about her concerns related to the lack of information related to her booth location and the locations and amenities of the designated smoking areas. She then asked that the Board vote to defer implementation of the revised OCFEC smoking policy until 2016.

Mike Robbins reminded the Board that this is the OC Fair, not the San Diego County Fair or the Los Angeles County Fair.

Cindy Brenneman applauded the Board's decision to limit smoking to designated areas but doubted their effectiveness.

Michele Richards, OCFEC Chief Business Development Officer, presented the staff report and the revised policy language.

Chair Aitken stated that she was surprised that a meeting was held about the designated smoking areas with stakeholders on one side of the issue and expected to be included any future meetings that should include stake holders on both sides of the issue.

Director Berardino stated that while he supported the new policy, the issue of barbeque smoke needed to be addressed.

Kramer noted that Augenstein had met with the barbeque vendors to discuss mitigation efforts and planned on further meetings to work through issues related to barbeque smoke.

Director Tkaczyk asked how other Fairs are addressing the issue of barbeque smoke.

Augenstein answered that she was not aware of too much interaction between the vendors and other Fairs related to smoke mitigation. She noted that the vendors are agreeable to mitigation efforts and staff expects to bring more information back to the Board.

Chair Aitken asked that by the next Board meeting, staff have firm commitments from the barbeque vendors related to mitigation efforts.

Director Berardino expressed concern that contracts had already been sent to the vendors without addressing these issues.

Director Tkaczyk stated that the contracts should state the vendors have to adhere to local ordinances which would include air quality standards. He stated that whatever was on the books would serve as OCFEC's baseline standards.

Director La Belle noted that just getting the smoke higher won't mitigate the issue due to things such as the Sky Ride.

Director Ruiz spoke in support of the policy noting that he had never been offended by smoke despite being a long time Fair attendee.

Vice Chair Mouet stated that he was very happy to support the policy as written.

Director La Belle asked for a specific report at the next Board meeting regarding barbeque mitigation efforts and designated smoking areas.

Roger Grable, OCFEC legal counsel, suggesting looking at recent AQMD standards related to the Newport Beach fire rings.

**ACTION:** Vice Chair Mouet motioned and Director Cervantes seconded to ratify updated OCFEC smoking policy language. **MOTION PASSED UNANIMOUSLY**

Chair Aitken then restated that she assumed that staff would bring back a tentative plan regarding the designated smoking areas and restated that she was not interesting in banning the sale of tobacco products at the fairgrounds.

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

Discussed as part of Item 9A.

**D. Discussion of Legal Services**  
Action Item

Kramer introduced the item.

Chair Aitken thanked Grable for his time and expertise provided to

OCFEC over this time.

Director La Belle echoed Chair Aitken's comments and thanked Grable.

Grable noted that this was always the understanding and that working with OCFEC had been a very rewarding experience.

**ACTION:** Director Cervantes motioned and Director Ruiz seconded to authorize the Board Chair to submit request to the Attorney General's office for reinstatement of representation of the 32<sup>nd</sup> District Agricultural Association. **MOTION PASSED UNANIMOUSLY**

**E. Additional Architectural Design Service for Pacific Amphitheatre Seat Replacement Project**

Action Item

Sharon Augenstein, OCFEC Chief Financial Officer, presented the staff report and recommendation.

Director Tkaczyk asked if any of these ADA modifications were related to the current construction project.

Jerry Eldridge, OCFEC Director of Facilities, answered no.

Director La Belle asked if we would be able to proceed with seat replacement before the ADA modifications.

Jerry Eldridge stated that the Division of State Architect has indicated that as long as a plan has been developed and approved implementation of ADA modifications can occur later.

Doug Lofstrom noted that this project had been budgeted as part of the 2015 Operating Budget and he planned on bringing a prototype seat to the March Board meeting.

**ACTION:** Director La Belle motioned and Director Berardino seconded to approve additional architectural design services at a not to exceed (NTE) amount of \$50,000. **MOTION PASSED UNANIMOUSLY**

**10. CLOSED SESSION**

None



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

Director Berardino asked that the Board have All Access passes to everything at the fairgrounds.

Chair Aitken mentioned that the wanted to share a report on the Heroes Hall webpage.

**12. NEXT BOARD MEETING: THURSDAY, MARCH 26, 2015**

**13. ADJOURNMENT**

Meeting adjourned at 11:01 a.m.

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Ashleigh Aitken, Chair

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Kathy Kramer, Chief Executive Officer

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD MARCH 9, 2015**

**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 Berardino. Roll call taken by Jeff Willson.

**4. DIRECTORS PRESENT:**

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

**ATTENDING BY TELECONFERENCE:**

Director Tkaczyk; Director Bagneris; Roger Grable, Manatt, Phelps & Phillips, LLP

**DIRECTORS ABSENT/EXCUSED:**

Director Nguyen and Director Cervantes

**OTHERS PRESENT:**

Kathy Kramer, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Doug Lofstrom, OCFEC; Jeff Willson, OCFEC; Janet Taylor, stenographer; Keli Osaki, Manatt, Phelps & Phillips, LLP; Larry Sasson; Jerry Eldrige, OCFEC Director of Facilities; Elaine Kumamoto, OCFEC Director of Finance; Tamara Goddard, CPMG; Bryan Eubanks, CFFA; Danika Wignall, CPMG; Gary Hardesty, Sound Media Fusion

**5. CEO'S OPERATIONAL UPDATE**

None.

**6. PUBLIC COMMENT**

None

**7. MINUTES:**

None.

**8. CONSENT CALENDAR**

None.

**9. GOVERNANCE PROCESS:**

None.

**10. CLOSED SESSION**

Chair Aitken adjourned the meeting to closed session at 9:07 a.m. The meeting resumed at 10:18 a.m.

Chair Aitken noted that there were no reportable actions from Closed Session.

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

None.

**12. NEXT BOARD MEETING: THURSDAY, MARCH 26, 2015**

**13. ADJOURNMENT**

Meeting adjourned at 10:19 a.m.

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Ashleigh Aitken, Chair

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Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-024-15IO	Heifer International	Heifer Project display in Millennium Barn at Centennial Farm	Imaginology	04/24/15		\$0.00
SA-025-15IO	South Coast Weavers and Spinners	Spinning and weaving display at Centennial Farm	Imaginology	04/23/15 - 04/24/15		\$0.00
SA-027-15IO	The Wagon Train	Backyard chicken exhibit at Centennial Farm	Imaginology	04/26/15		\$0.00
SA-031-15IO	Kruse Feed & Supply	Backyard chicken exhibit at Centennial Farm	Imaginology	04/25/15		\$0.00
SA-032-15GE	Phillip Shane Norton	Entertainment at Baja Blues	Fair Time	08/12/15 - 08/16/15		\$4,500.00
SA-033-15YR	Costa Mesa Police Department	Traffic management services (during designated interim events)	Year Round	04/01/15 - 03/31/16		\$70,000.00
SA-034-15CS	LightHouse Management and Training, LLC	Strategic Planning Session Development and Facilitation Services	Year Round	03/09/15 - 04/20/15		\$3,000.00
SA-035-15IO	Oh! Snap Studios	Photography services at Imaginology	Imaginology	04/23/15 - 04/26/15		\$3,500.00
SA-038-15PL	RK Diversified Entertainment, Inc.	Pacific Amphitheatre lighting equipment and services; total contract value with inclusion of option years is \$359,565.00	Year Round	04/01/15 - 03/31/17		\$138,170.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-16-11SS (Amend #3)	On hold					
SA-21-13AM (Amend #1)	On hold					
SA-26-14LS (Amend #2)	Manatt, Phelps & Phillips, LLP	Legal Services for the OC Fair & Event Center; extend contract termination date; contract value remains \$400,000.00	Year Round	03/01/14 - 12/31/15		\$0.00
SA-27-14TR (Amend #2)	Williams Scotsman, Inc.	Rental campground trailer; extend contract termination date; contract value increased to \$17,220.00	Year Round	01/15/14 - 03/31/15		\$1,140.00
SA-29-14PS (Amend #2)	Loomis Armored US, LLC	Additional armored car services; total contract value increased to \$6,980.00	Year Round	03/01/14 - 03/31/15		\$500.00
SA-25-13CT (Amend #1)	Ticketmaster, LLC	Computerized ticketing services first year option to renew; total contract value increased to \$230,000.	Year Round	04/01/13 - 03/31/16		\$80,000.00

**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

CONTRACT NUMBER <b>SA-024-15IO</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

2. The agreement term is from **04/24/15** through **04/24/15**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

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




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

- Exhibit A – Scope of Work – **Heifer Project Exhibit at 2015 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

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

GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>HEIFER INTERNATIONAL</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Holly Derheim, Director of Philanthropy, Western Region</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>5500 Bolsa Avenue, Suite 245, Huntington Beach, CA 92649 (714) 891-6500</b>			
FUND TITLE <b>N/A</b>	ITEM <b>N/A</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To exhibit, distribute and promote educational information and materials showing the importance of the Heifer Project in advancing the cause of ending world hunger on Friday, April 24, in the Millennium Barn at the Centennial Farm for the 2015 OC Fair Imaginology.
- B. To set up the display on Friday, April 24, between the hours of 7:00 a.m. - 9:00 a.m.
- C. To remove the display no earlier than Friday, April 24, after 3:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- D. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 24.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To staff the display during the following hours:
  - Friday, April 24: 9:00 a.m. – 3:00 p.m.
- G. To maintain the display throughout the term of this Agreement. Maintenance to include signage, educational materials and all necessary cleaning.
- H. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- I. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide one (1) exhibit space in the Millennium Barn at the Centennial Farm. Size and location shall be determined by the District.
- B. To provide table(s) and chair(s), as necessary.
- C. To provide parking passes, as necessary.

-End Exhibit A-



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

**BUDGET DETAIL:**

Not Applicable

**PAYMENT PROVISIONS:**

Not Applicable

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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



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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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



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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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





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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

CONTRACT NUMBER <b>SA-025-1510</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> .	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> .
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	<b>SOUTH COAST WEAVERS AND SPINNERS</b>

2. The agreement term is from **04/23/15** through **04/24/15**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

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

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

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Weaving and Spinning Exhibit for 2015 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

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

GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME		CONTRACTOR'S NAME	
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>SOUTH COAST WEAVERS AND SPINNERS</b>	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		<b>Sarah Jackson, President</b>	
ADDRESS		ADDRESS	
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>13382 Shepard Way, Santa Ana, CA 92705 714-323-7057</b>	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<b>N/A</b>	<b>N/A</b>				
SIGNATURE OF ACCOUNTING OFFICER					DATE SIGNED
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide a weaving and spinning exhibit on Friday, April 24, at the Centennial Farm for 2015 OC Fair Imaginology.
- B. To set up the display on Thursday, April 23, between the hours of 1:00 p.m. – 3:30 p.m., or Friday, April 24, between the hours of 7:00 a.m. - 9:00 a.m. Contractor's vehicle(s) shall enter through Gate 1 located off of Fair Drive.
- C. To remove the display no earlier than Friday, April 24, after 3:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- D. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 24.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To staff the display during the following hours:
  - Friday, April 24: 9:00 a.m. – 3:00 p.m.
- G. To maintain the display while in exhibition at OC Fair Imaginology. Maintenance to include signage, educational materials and all necessary cleaning.
- H. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- I. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide one (1) 20' x 20' exhibit space at the Centennial Farm.
- B. To provide table(s) and chair(s), as necessary.
- C. To allow Contractor to sell handmade woven-related items. All items must be pre-approved by the District.
- D. To provide parking passes, as necessary.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

-End Exhibit A-



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

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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





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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-



CONTRACT NUMBER <b>SA-027-15IO</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

CONTRACTOR'S NAME, hereafter called the **Contractor**.  
**THE WAGON TRAIN**

2. The agreement term is from **04/26/15** through **04/26/15**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

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

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

- Exhibit A – Scope of Work – **Backyard Chicken Raising Display at 2015 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>THE WAGON TRAIN</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Margaret Millspaugh, Representative</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>7618 East Chapman Avenue, Orange, CA 92869 (714) 639-7932</b>			
FUND TITLE <b>N/A</b>	ITEM <b>N/A</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide an educational backyard chicken raising display on Sunday, April 26, at the Centennial Farm for 2015 OC Fair Imaginology.
- B. To set up the display on Sunday, April 26, between the hours of 8:00 a.m. - 10:00 a.m.
- C. To remove the display no earlier than Sunday, April 26, after 5:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- D. Vehicles will not be allowed to enter the event grounds after 9:00 a.m. Sunday, April 26.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To staff the display during the following hours:
  - Sunday, April 26: 10:00 a.m. – 5:00 p.m.
- G. Display area is one (1) 10' x 10' exhibit space in the Silo Building of the Centennial Farm, and includes one (1) table and two (2) chairs.
- H. To provide merchandise for OC Fair Imaginology patrons to purchase to raise backyard chickens, including chicken feed, incubators, books, toys, and chicken coops. All items must be pre-approved by the District.
- I. To provide Centennial Farm with two (2) egg incubators, two (2) egg turners, one (1) 4' x 2.5' Developmental Stages of Embryo Poster, and two (2) candling devices (hand-held and clamp-on lamp) for use during the egg incubation demonstration at no charge to the District.
- J. To maintain the display throughout OC Fair Imaginology. Maintenance to include signage, educational materials and all necessary cleaning.
- K. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide one (1) 10' x 10' exhibit space in the Silo Building at the Centennial Farm.
- B. To provide one (1) table and two (2) chairs.
- C. To allow Contractor to sell backyard chicken raising-related items. All items must be pre-approved by the District.
- D. To provide parking passes, as necessary.

-End Exhibit A-



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

**BUDGET DETAIL:**

Not Applicable

**PAYMENT PROVISIONS:**

Not Applicable

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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



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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-



## **EXHIBIT E – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

CONTRACT NUMBER <b>SA-031-15IO</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

SUBMIT INVOICE TO:

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>KRUSE FEED &amp; SUPPLY</b>
---	---

2. The agreement term is from **04/25/15** through **04/25/15**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

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

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




ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Backyard Chicken Raising Display at 2015 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

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

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>KRUSE FEED &amp; SUPPLY</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Wes Alcott, Representative</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>2300 E. Lambert Road, La Habra, CA 90631 (562) 690-6998</b>			
FUND TITLE <b>N/A</b>	ITEM <b>N/A</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide an educational backyard chicken raising display on Saturday, April 25, at the Centennial Farm for the 2015 OC Fair Imaginology.
- B. To set up the display on Saturday, April 25, between the hours of 8:00 a.m. - 10:00 a.m.
- C. To remove the display no earlier than Saturday, April 25, after 5:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- D. Vehicles will not be allowed to enter the event grounds after 9:00 a.m. Saturday, April 25.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To staff the display during the following hours:
  - Saturday, April 25: 10:00 a.m. – 5:00 p.m.
- G. Display area is one (1) 10' x 10' exhibit space in the Silo Building of the Centennial Farm, and includes one (1) table and two (2) chairs.
- H. To provide merchandise for OC Fair Imaginology patrons to purchase to raise backyard chickens, including chicken feed, incubators, books, toys, and chicken coops. All items must be pre-approved by the District.
- I. To provide Centennial Farm with two (2) egg incubators and two (2) egg turners for use during the egg incubation demonstration at no charge to the District.
- J. To maintain the display throughout OC Fair Imaginology. Maintenance to include signage, educational materials and all necessary cleaning.
- K. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide one (1) 10' x 10' exhibit space in the Silo Building at the Centennial Farm.
- B. To provide one (1) table and two (2) chairs.
- C. To allow Contractor to sell backyard chicken raising-related items. All items must be pre-approved by the District.
- D. To provide parking passes, as necessary.

-End Exhibit A-





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

**BUDGET DETAIL:**

Not Applicable

**PAYMENT PROVISIONS:**

Not Applicable

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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



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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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





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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-032-15GE</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>State</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>PHILLIP SHANE NORTON</b>
--	--

2. The agreement term is from **08/12/15** through **08/16/15**

3. The maximum amount payable is \$ **4,500.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,500.00** (Attach list if applicable.)

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

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2015 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

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

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>PHILLIP SHANE NORTON</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Phillip Shane Norton</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>1003 Louise Court, Gallatin, TN 3706 (702) 898-7331</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide entertainment from August 12 through August 16, in Baja Blues for the 2015 OC Fair.
- B. The performances begin at 8:00 p.m. and end at 11:30 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. To provide biographical and news release information as necessary.
- D. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- F. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To provide complimentary parking and OC Fair admission for band members, crew and management.
- B. To provide promotion and advertising as part of the 2015 OC Fair collateral material.
- C. To pay Contractor a total sum not to exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the US mail.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon completion of services herein required and delivered via the US mail.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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



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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

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

-End Exhibit D-



AGREEMENT NUMBER <b>SA-033-15YR</b>
REGISTRATION NUMBER <b>1404252</b>

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
 CONTRACTOR'S NAME  
**COSTA MESA POLICE DEPARTMENT**
- The term of this Agreement is: **04/01/15** through **03/31/16** **FED ID:**
- The maximum amount of this Agreement is: **\$70,000.00**
- 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 – <b>To provide and coordinate traffic management services during designated Year-Round Events for the OC Fair &amp; Event Center. See Page 2 for additional</b>	Page 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 6
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 7 – 9
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

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

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COSTA MESA POLICE DEPARTMENT</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tom Gazsi, Police Chief</b>		
ADDRESS <b>P.O. Box 1200, Costa Mesa, CA 92626 (714) 754-5115</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:





**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide and coordinate traffic management services during designated Year-Round Events at the OC Fair & Event Center.
2. To provide officers for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or “pickle” traffic lights in unison with the efforts of the District’s Parking Department.
4. To close city streets in unison with the efforts of the District’s Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District’s Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee’s hourly rate.
8. 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 notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of \$149.31 per service hour. Total amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5102-30

**PAYMENT PROVISIONS:**

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

Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

All invoicing must include the District's Purchase Order (PO) number 45258. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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



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

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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



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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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



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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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



STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-034-15CS</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>LIGHTHOUSE MANAGEMENT AND TRAINING, LLC</b>
---	---

2. The agreement term is from **03/09/15** through **04/20/15**

3. The maximum amount payable is \$ **3,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **3,000.00** *(Attach list if applicable.)*

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER *Per schedule outlined in Exhibit B – Budget Detail and Payment Provisions*

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

- Exhibit A – Scope of Work – **Strategic Planning Session Development and Facilitation Services**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

- GTC\* **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits *(List)* **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME ("DISTRICT") <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>LIGHTHOUSE MANAGEMENT AND TRAINING, LLC</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Richard L. Andersen, CFE, Principal</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		BUSINESS ADDRESS: <b>2661 N. Pearl St, Box 415, Tacoma, WA 98407</b> MAILING ADDRESS: <b>4762 Bryce Cr., Carlsbad, CA 92008</b> <b>(619) 850-1088</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-06</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To develop a half-day, Strategic Planning Session for the District. The focus of the Strategic Planning Session shall be on the development of core operating values and strategic operational priorities for staff.
- B. To facilitate Strategic Planning Session with key staff as identified by District Management.
- C. Strategic Planning Session shall take place Friday, March 20, 2015 from 9:00 a.m. until 1:00 p.m. at a location determined by the District.
- D. To deliver a written Executive Summary containing session findings and outcomes. Executive Summary shall be delivered no later than Monday, April 20, 2015.
- E. Contractor's fee for the services detailed in items A. through D. above, is TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).
- F. Contractor shall invoice actual reimbursement costs for transportation, lodging, meals in connection with travel, long distance telephone calls, courier services and facsimile communications, postage and delivery charges, reproduction costs. Evidence of expenses in the form of receipts, tickets, hotel folios, etc., must be submitted with Contractor's invoice. Reimbursable costs shall not exceed FIVE HUNDRED DOLLARS (\$500.00) during the term of this Agreement and may not exceed the current travel reimbursement rate(s) as listed on <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> at time of travel.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. Contractor shall have the right to retain a photographer for the photography of mutually agreed upon elements of the assessment and training services. Any costs incurred for photography commissioned by Contractor shall be the sole responsibility of Contractor.
- B. To reimburse Contractor for the following travel and business expenses incurred in the fulfillment of this Agreement: transportation, lodging, meals in connection with travel, long distance telephone calls, courier services and facsimile communications, postage and delivery charges, reproduction costs. Reimbursable expenses shall not exceed FIVE HUNDRED DOLLARS (\$500.00).
- C. To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS (\$3,000.00) based upon satisfactory completion of services herein required and receipt of proper invoice. Total payment is inclusive of all expenses required in the fulfillment of this Agreement, including but not limited to, Contractor's reimbursable travel and business expenses as detailed in "District Agrees," Item B. above. Payment shall be made according to the Payment Provisions provided in *Exhibit B – Budget Detail and Payment Provisions*.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5100-06

**PAYMENT PROVISIONS:**

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

Invoices are to be itemized and contain the District's Purchase Order (PO) number 45235. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed/delivered as follows:

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

1. **APPROVAL:**

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

2. **AMENDMENT:**

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

3. **ASSIGNMENT:**

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

4. **AUDIT:**

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

5. **INDEMNIFICATION:**

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

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

8. **INDEPENDENT CONTRACTOR:**

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



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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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



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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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





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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



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

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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

##### a. General Liability

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

##### d. Medical Malpractice

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

##### e. Liquor Liability

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

CONTRACT NUMBER <b>SA-035-15IO</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

CONTRACTOR'S NAME, hereafter called the **Contractor**.  
**OH! SNAP STUDIOS**

2. The agreement term is from **04/23/15** through **04/26/15**

3. The maximum amount payable is \$ **3,500.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **3,500.00**

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




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

- Exhibit A – Scope of Work – **Photography Services for 2015 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

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

GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>OH! SNAP STUDIOS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Rafael Cruz, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>2159 Fitzgerald Avenue, Commerce, CA 90040 (213) 394-9443</b>			
FUND TITLE <b>OPERATING</b>	ITEM <b>N/A</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide still photography and printing services in a photo booth setting from April 24 – April 26 at the 2015 OC Fair Imaginology.
- B. To provide one (1) onsite photographer and one (1) onsite technical staff member for the duration of the event.
- C. To staff the display during the following hours, which shall include photography and printing:
  - Friday, April 24: 9:00 a.m. – 3:00 p.m.
  - Saturday, April 25: 11:00 a.m. – 5:00 p.m.
  - Sunday, April 26: 11:00 a.m. – 5:00 p.m.
- D. To provide an assortment of premium props for guests to use when sitting for their photograph(s).
- E. To provide an unlimited number of 4" x 6" prints with protector sleeves. Each guest shall receive one (1) print per sitting.
- F. To imprint the District's custom graphic watermark on each print. Watermark will be provided by the District.
- G. To upload and host all digital high-resolution images on Contractor's website as well as provide a web link to enable the download of all images.
- H. To create an online gallery of images and protect the gallery with a secure password for viewing. The gallery shall be activated after the end of each event day and remain active for 30 days.
- I. To set up photography and lighting equipment on Thursday, April 23, at a time to be determined by the District's Director of Marketing. Setup shall be completed by Friday, April 24, at 9:00 a.m.
- J. To remove equipment no earlier than Sunday, April 26, after 3:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- K. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 24, or after 9:00 a.m. on Saturday, April 25, and Sunday, April 26.
- L. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- M. To maintain the display throughout the term of this Agreement. Maintenance to include signage and all necessary cleaning.
- N. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- O. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide one (1) approximately 10' x 15' indoor exhibit space. Exact size and location shall be determined by the District.
- B. To provide additional custom props promoting the OC Fair.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES (CONT.):**

- C. To provide one linen-covered six-foot (6') table for Contractor and District-provided props.
- D. To provide access to a minimum of one (1) 15-amp outlet.
- E. To provide two (2) staff to support photography activities and assist with crowd control.
- F. To provide uniforms for Contractor Personnel comprised of three (3) men's large and three (3) women's large t-shirts branded with the OC Fair logo and theme.
- G. To provide a set/backdrop production with consultation from District-appointed designer.
- H. To provide signage for photo booth such as line indicators, "Pick Up," and "Free Photo" signs.
- I. To provide four (4) stanchions for line organization.
- J. To provide a minimum of 3,000 postcards with OC Fair branding which may be co-branded with Contractor's logo at the sole discretion of the District. Contractor shall provide logo to the District, as necessary.
- K. To provide parking passes and credentials, as necessary.
- L. To pay Contractor a total sum not to exceed THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00). Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice.

-End Exhibit A-





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

**BUDGET DETAIL:**

District Account #: 5430-41

**PAYMENT PROVISIONS:**

Payment will be Net 30 and sent via the US Mail based upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice shall include the date(s) for which services were rendered as well as an itemized detail of work performed and equipment utilized.

Invoice may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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





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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER <b>SA-038-15PL</b>
REGISTRATION NUMBER <b>1404944</b>


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

STATE AGENCY'S NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>
CONTRACTOR'S NAME <b>RK DIVERSIFIED ENTERTAINMENT, INC.</b>
- The term of this Agreement is: **04/01/15** through **03/31/17** **FED ID:**  
**with three (3) one-year options to renew at the sole discretion of the District**
- The maximum amount of this Agreement is: **\$138,170.00**  
**Not to exceed \$359,565.00 with inclusion of option years**
- 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 – <b>To provide Pacific Amphitheatre lighting equipment and services for the OC Fair &amp; Event Center. See Page 2 for additional Scope of Work.</b>	Pages 1 – 13
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 14
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 15 – 18
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 19 – 22
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 23 – 25
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages 26 – 28
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 29

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

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

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

Exempt per:



## **EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide Pacific Amphitheatre lighting equipment and 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, equipment utilized and/or project assignments. All scheduling of Contractor's services will be determined and managed by the District's Entertainment Department.

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. MINIMUM REQUIREMENTS**

1. Contractor and/or Contractor's employees/volunteers/independent contractors must have demonstrated technical competence and technical ability with live action, outdoor lighting systems, intelligent lighting, detailed design plans and mastery of on-the-spot country, rock, and pop music stage show productions in an amphitheatre-style venue.
2. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

### **B. GENERAL REQUIREMENTS**

1. Contractor understands that the safety of the audience, performers, and production staff is the number one priority.
2. Contractor shall provide a professional quality concert lighting system for the Pacific Amphitheatre. The lighting system must be able to support national, touring acts. This is to include conventional lighting as well as intelligent lighting for an audience of up to 8,200 patrons in an outdoor area. Contractor shall also provide the staff and personnel to operate and maintain the system.
3. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
4. Contractor shall be responsible for maintaining lighting and lighting-related equipment, which will remain in place from the first day of installation through the end of the last performance.
5. Contractor shall be required to set up in the Pacific Amphitheatre, as specified by the District, according to the performance schedule.
6. Contractor shall provide versatile personnel and lighting equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of musical genres and lighting themes. Examples of past performers include The Offspring, Little Big Town, Lynyrd Skynyrd, Ziggy Marley and Earth, Wind & Fire.
7. Contractor shall provide lighting equipment and personnel for a minimum of twenty-three (23) performance nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform on a single performance night, including opening and headline acts.
8. Contractor shall provide innovative and cost-effective lighting system designs that can meet typical artist requirements for the types of music presented at venue, and must differ for each show. Contractor designs shall be accommodating and flexible, demonstrating creative and professional solutions.
9. Lighting failures visible to the audience are not acceptable. Any failure(s), including, but not limited to, instrument, system component, and/or lamp/fixture outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete lighting system is maintained at all times.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

10. 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 C.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
11. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of lighting equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Contracted Financial Proposal Bid Form (Exhibit F).
12. 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 shall be implemented.
13. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2015 OC Fair, but are subject to final requirements and final approval by District Management.
14. All lighting equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors, equipment safety lines, or other items used to secure equipment must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
15. The final layout of lighting equipment and systems may vary for each performance. The location and position of the equipment will be identified in conjunction with District Management and/or the touring production team. It is Contractor's responsibility to ensure accurate placement.
16. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
17. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The actual final requirements will be contingent upon the entertainer/artist and varying theme established for each performance.
18. The District may require items not called out in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed on the Contracted Financial Proposal Bid Form (Exhibit F) for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
19. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
20. Upon contract execution, Contractor shall immediately begin an analysis and development of lighting systems for the 2015 OC Fair and shall have a finalized plan no later than May 2015 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Paragraph F, Contract Terms and Conditions, Item 7.
21. Contractor shall present, for District review and approval, a lighting recommendation each year beginning in April 2016, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the lighting design layout and required equipment for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Paragraph F, Contract Terms and Conditions, Item 7.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**C. 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. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of touring lighting designers. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in the Contracted Financial Proposal Bid Form (Exhibit F) and may be modified by the District at any time.
4. All equipment must be clean and in excellent condition. The District reserves the right to approve the 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. All items shall be in good repair and will have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
9. The Pacific Amphitheatre Super Structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
10. Contractor will supply all required rigging for the lighting system, including motors, steel cables, shackles, span-sets, burlap, rings, etc.
11. Power will be supplied by a reliable source, which may be a static power supply or generator system supplied by the District or a District-approved vendor.
12. Contractor will provide all power distribution for the complete lighting system. Access to up to 600 amps, three-phase, is available at stage left. Contractor shall provide distribution from the breaker panel extreme mid-stage left. It is anticipated Contractor will require 150 feet of camlock feeder for this endeavor; however, it is Contractor's responsibility to provide and install all appropriate devices, cables, cords, wires, connectors, etc., to secure and maintain electrical connectivity.
13. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
14. Contractor shall keep adequate spare lamps, materials, equipment, and personnel onsite in order to make any required repairs to the lighting system.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

15. Contractor shall provide all necessary gel color, frames, replacement lamps/bulbs, etc., to keep the system operating at maximum potential.
16. Equipment storage is located under the stage platform, which is not a weatherproof environment. Contractor may utilize all or a portion of this area for equipment storage, as mutually agreed upon by Contractor and the District.
17. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting system. Specific equipment is called out in this RFP as required for the overall functionality of the lighting system; however Contractor is responsible for ensuring a complete lighting design package. The equipment list provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a dynamic, unique and cost-effective design.
18. The Pacific Amphitheatre is equipped with a sophisticated video system. Contractor shall design the lighting levels, etc. with appropriate and applicable consideration given to the existing video system.
19. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
20. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
21. Contractor shall immediately notify District Management of any hazardous electrical conditions.
22. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.

**D. PERSONNEL SERVICES AND REQUIREMENTS**

1. Contractor shall supply all personnel necessary to meet the following requirements:
  - a. All labor personnel shall be certified in the manner applicable to the task(s) which they are performing.
  - b. A minimum of two (2) qualified, competent technicians/operators must be provided to set up, rig, focus, operate and strike the system. These technicians must also be available at all times for technical, operational or supervisory assistance. Contractor has included a flat fee for all personnel required to fulfill these services on the Contracted Financial Proposal Bid Form (Exhibit F).
  - c. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
  - d. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
  - e. 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.
  - f. Technicians must be present for the initial lighting set-up, all twenty-three (23) days of the Fair and the final lighting strike.
  - g. There are to be no more than three (3) different technicians throughout the run of the Fair.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

h. Setup and Teardown:

- i. Typically, installation and teardown 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. It is anticipated initial setup and final 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 performance schedule.
- ii. Contractor shall be required to provide lighting equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair.
- iii. It is anticipated Contractor will begin setup on July 11, 2015, and shall have all equipment set up and operational by 5:00 p.m. on July 15, 2015; however, the exact dates are subject to change. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- iv. Teardown begins the day after the last performance. Contractor must supply lighting personnel during setup/teardown or as specified by the District. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- v. The Equipment List has been included in the Contracted Financial Proposal Bid Form (Exhibit F) for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The equipment list for the 2015 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances.
- vi. Contractor shall communicate with District personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- vii. 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 and meets the requirements detailed in this Agreement as well as the design plan for that Fair run. 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 C.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- viii. Contractor shall maintain a load-in/loud-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

i. Show/Rehearsal Crew:

- i. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment, and tear down equipment.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- ii. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. A typical workday begins at 9:00 a.m. and ends at midnight. Daily meals are provided to show/rehearsal personnel.
- iii. Below is an example of a typical performance schedule:
  1. Performances typically begin between 6:30 p.m. – 8:30 p.m.
  2. Support act and/or headline act may be introduced before act takes the stage.
  3. Support act on stage. Some shows may have no support act, and some shows may have more than one support act.
  4. Headline act on stage. There is a 20-minute maximum changeover between acts.
  5. Shows typically end between 10:00 p.m. and 10:30 p.m.
- iv. Contractor shall provide a dedicated System Operator who is also capable of being a Crew Chief.
- v. Contractor shall provide a minimum of one (1) System Technician who shall be responsible for the dimmer world and overall ongoing system maintenance.
- vi. Contractor's personnel shall adapt and be flexible to reasonable requests, as determined appropriate by the District and/or made by traveling/touring Lighting Designers, including, but not limited to, changing gels, lamps, and design elements.
- vii. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's lighting system is supplemented for a performance. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
- viii. Contractor shall be prepared to operate the lighting system in cases where the performer does not bring its own lighting director. The District shall supply Contractor with a list of performances requiring a lighting operator as soon as practicable prior to performance night(s). Contractor agrees that no additional charges will be assessed against the District for these services.

**E. CONTRACTOR'S PROPOSED 2015 OC FAIR EQUIPMENT LIST**

1. Contractor shall deliver the below equipment list as excerpted from Contractor's proposal dated March 11, 2015.
2. All equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite.
3. Approval will be required from the District for any changes to the District's equipment list contained the Contracted Financial Proposal Bid Form (Exhibit F). After contract execution, if the Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, approval must be requested in writing, and subsequently submitted as part of Contractor's annual Lighting Design Proposal per Paragraph B, Item 21.
4. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

5. The District shall only be charged for actual equipment used and/or services rendered, and according to the Contracted Financial Proposal Bid Form (Exhibit F).
6. Contractor shall be responsible for ensuring lighting system and design(s) are complete and fully functional.
7. The proposed equipment list for the 2015 OC Fair is as follows:
  - (144) Total Structures - 1k Par 64 cans complete with gel frames
  - (24) TMB ACL cans (6 bars of 4)
  - (16) ETC Source Four® Lekos with lenses variety and spares; 190,260,360
  - (4) PMB 8-light Molephays
  - (10) Martin Mac 700 Profiles with spares (moving lights)
  - (20) Chauvet Q-Wash 560z-LED moving light with spares
  - (8) Elation Platinum Beams 5R w/ spares (moving lights)
  - (24) Chauvet COLORband™ Pix Strip Lights
  - (15) Martin 3000 Atomic Strobes
  - (6) Reel EFX DF 50 Hazers with fans
  - MA Lighting Grand MA 2 Lite Lighting Console
  - High End Road Hog Full Boar Console with Playback wing
  - ETC 96-way Sensor Rack Dimmer
  - ETC 48-way Sensor Rack Dimmer
  - LEX Power Distro Rack
  - DADCO Moving Light Distro
  - (4) 4-output Opto Splitters
  - (1) Workbox
  - (16) COLORado 2 Tour LED PARS - spare fixtures
  - (5) Tomcat Truss @ 20.5" x 10' w/ bolts
  - (12) Units of Total Structures Pre Rig Truss w/ bolts
  - (14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings
  - (120') Total Structures 12" box truss
  - (60') Tomcat 20.5" box truss
  - (12) CM Hoists 1-ton chain motors
  - (18) CM Hoists ½-ton chain motors and all associated rigging hardware and electrical
  - (2) 8-way motor control
  - (2) 16-way motor pendant systems (for District-provided sponsorship banner and sound wall curtains)
  - (4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs
  - (10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required
  - (4) Par 64s - Location: Loading Dock/Ramp
  - (18) Par 56s - Location: Backstage Compound
  - (4) Par 64s - Location: Walkway Area
  - (All) cabling necessary for lighting system to function in any formation outlined in herein and to adapt to any situation brought in by any outside traveling production:
    - Feeder, socapex, power, data. All cabling to each truss and on the floor will have extra socapex and data lines built into the loom for adaption to traveling shows.
    - Ethernet House Snake for house will include a separate line to accommodate outside consoles at both FOH and on stage for daytime focus.
  - Additional gear provided at no additional cost to the District, but is vital to the design:
    - (16) Chauvet Tour 2 Hi Powered LED Par Fixtures
    - (24) Additional ColorbandPIX Strip Lights



## EXHIBIT A – SCOPE OF WORK (CONT.)

### 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 Agreement.

#### 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. 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* (See Exhibit G) at all times.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

#### 4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete 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.

#### 5. Security

Security of the lighting equipment is the responsibility of the Contractor. The Pacific Amphitheatre is monitored by District security personnel 24 hours per day upon initial installation of the equipment. However, the security personnel is provided in partnership with the Contractors providing equipment in the venue and all equipment is brought to the District at the risk of Contractor. The District does not take responsibility for loss of equipment by theft, damage, vandalism, or act of nature.

#### 6. Weather Protection

Weather protection is the responsibility of the Contractor. The stage will be covered, but is not watertight.

#### 7. 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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

8. Site Access

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

9. 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.

10. 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.

11. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. The District requires Contractor's employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

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.

13. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors 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 subcontractors/independent contractors 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 subcontractor/independent contractor.

14. 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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

15. 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.

16. Fire Regulations

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

17. Travel, Transportation and Accommodations:

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

18. 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, and dates of delivery/pick-up for each piece of equipment provided as well as the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto: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.

19. Payment

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

20. Pricing/Financial Proposal Bid Form

The Contracted Financial Proposal Bid Form (Exhibit F) will be used to develop 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 entered on the Contracted Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate changes in specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. 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.

22. 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 in this RFP.

23. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

24. 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. Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor. Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

25. 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.

26. 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.

27. Anticipated Contract Term

The term of the Pacific Amphitheatre Lighting Equipment and Services contract shall be from April 1, 2015 through March 31, 2017 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.





**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 Pacific Amphitheatre Lighting Equipment and Services, PL-01-15, dated February 19, 2015, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor's proposal for Pacific Amphitheatre Lighting Equipment and Services, PL-01-15, dated March 11, 2015, is on file in the Office of the 32<sup>nd</sup> 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 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.
2. To visually examine delivery of equipment to confirm equipment has been clearly marked with Contractor's company name and/or logo, and are maintained and cleaned in a professional, like-new/gently used condition.
3. To provide temporary storage under the stage at the Pacific Amphitheatre. The size of requested temporary storage 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 understands it is not a weatherproof environment. The District shall not be charged for any equipment utilized to set up and/or secure this area.
4. To allow Contractor access to the District's property as necessary.
5. The term of this contract is from April 1, 2015 – March 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.
6. To pay Contractor a total amount not to exceed THREE HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED SIXTY FIVE DOLLARS (\$359,565.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
7. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

<b>Pacific Amphitheatre Lighting Equipment and Services</b>	
04/01/15 – 03/31/16	\$66,295.00
04/01/16 – 03/31/17	\$71,875.00
04/01/17 – 03/31/18	\$73,915.00
04/01/18 – 03/31/19	\$73,545.00
04/01/19 – 03/31/20	\$73,935.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$359,565.00</b>



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

**BUDGET DETAIL:**

District Account #: 5100-72

**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 45283;
4. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**6. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



**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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code §10410):**

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**2. LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:**

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

##### A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

##### 1. List as the Additional Insured:

**"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

##### 2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

##### 3. Coverages:

##### a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

##### b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

##### c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

##### d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

##### e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**4. Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

**5. Certificate Holder:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

**7. Insured:**

The contractor/renter must be specifically listed as the Insured.

OR

**B. CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

**C. Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

**D. Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

**A. Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**B. Primary Coverage:**

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

**C. Contractor's Responsibility:**

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM**

All quantities provided on the Financial Proposal Bid Form 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.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

**PRICING: RUN OF FAIR**

Pacific Amphitheatre Lighting & Equipment Package - RUN OF FAIR (Currently 23 Shows)		2015	2016	2017	2018	2019
Equipment Description	Proposed Substitution (If Left Blank, Bidder Proposes to Provide Specific Equipment Listed)	OC Fair Equipment Package Price	OC Fair Equipment Package Price	OC Fair Equipment Package Price	OC Fair Equipment Package Price	OC Fair Equipment Package Price
<b>Lighting Effects Package</b>						
(144) Total Structures - 1k Par 64 cans complete with gel frames		\$ 1,000.00	\$ 1,150.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00
(24) TMB ACL cans (6 bars of 4)		\$ 250.00	\$ 287.50	\$ 325.00	\$ 300.00	\$ 300.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360		\$ 500.00	\$ 575.00	\$ 625.00	\$ 600.00	\$ 600.00
(4) TMB 8-light Molefays		\$ 400.00	\$ 460.00	\$ 520.00	\$ 500.00	\$ 500.00
(10) Martin Mac 700 Profiles with spares (moving lights)		\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,000.00
(20) Chauvet Q-Wash 560z-LED moving light with spares		\$ 3,000.00	\$ 3,450.00	\$ 3,750.00	\$ 3,500.00	\$ 3,700.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)		\$ 1,700.00	\$ 1,955.00	\$ 2,050.00	\$ 2,050.00	\$ 2,100.00
(24) Chauvet COLORband™ Pix Strip Lights		\$ 800.00	\$ 920.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(15) Martin 3000 Atomic Strobes		\$ 800.00	\$ 920.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(6) Reel EFX DF 50 Hazers with fans		\$ 1,500.00	\$ 1,725.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
<b>Trussing</b>						
(5) Tomcat 20.5" X 10' Truss		\$ 500.00	\$ 575.00	\$ 600.00	\$ 600.00	\$ 600.00
(12) Units of Total Structures Pre Rig Truss		\$ 1,200.00	\$ 1,380.00	\$ 1,450.00	\$ 1,450.00	\$ 1,500.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings		\$ 1,400.00	\$ 1,610.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
(120') Total Structures 12" box truss		\$ 1,200.00	\$ 1,380.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
(60') Tomcat 20.5" box truss		\$ 600.00	\$ 690.00	\$ 750.00	\$ 750.00	\$ 700.00
<b>Rigging</b>						
(12) CM Hoists 1 ton chain motors		\$ 3,000.00	\$ 3,450.00	\$ 3,600.00	\$ 3,600.00	\$ 3,700.00
(6) CM Hoist 1/2 ton chain motors		\$ 1,500.00	\$ 1,725.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
(2) 8-way motor control		\$ 250.00	\$ 287.50	\$ 300.00	\$ 300.00	\$ 300.00
(2) 16-way motor pendant		\$ 400.00	\$ 460.00	\$ 500.00	\$ 500.00	\$ 500.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)		\$ 3,250.00	\$ 3,500.00	\$ 3,850.00	\$ 3,850.00	\$ 4,000.00
<b>Controllers</b>						
(1) High End Road Hog Full Boar Console with Playback wing		\$ 750.00	\$ 862.50	\$ 900.00	\$ 900.00	\$ 900.00
(1) MA Lighting Grand MA 2 Lite Lighting Console		\$ 2,000.00	\$ 2,300.00	\$ 2,350.00	\$ 2,350.00	\$ 2,500.00
<b>Dimmers</b>						
(1) ETC 96-way Sensor Rack Dimmer		\$ 700.00	\$ 805.00	\$ 850.00	\$ 850.00	\$ 800.00
(1) ETC 48-way Sensor Rack Dimmer		\$ 400.00	\$ 460.00	\$ 500.00	\$ 500.00	\$ 500.00
<b>Spotlights</b>						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Intercom</b>						
(10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required		\$ 400.00	\$ 460.00	\$ 460.00	\$ 460.00	\$ 500.00
<b>Miscellaneous BOH Lighting (Required)</b>						
(4) Par 64s - Location: Loading Dock/Ramp		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
(18) Par 56s - Location: Backstage Compound		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
(4) Par 64s - Location: Walkway Area		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
<b>Total OC Fair Lighting Equipment Package Cost</b>		\$ 34,050.00	\$ 37,937.50	\$ 39,980.00	\$ 39,610.00	\$ 40,000.00
<b>Personnel - OC Fair Package Labor Cost</b>		\$ 21,250.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
<b>CUMULATIVE ANNUAL TOTAL - RUN OF FAIR</b>		\$ 55,300.00	\$ 60,437.50	\$ 62,480.00	\$ 62,110.00	\$ 62,500.00
<b>TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - RUN OF FAIR</b>						\$ 302,827.50



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)**

All quantities provided on the Financial Proposal Bid Form 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.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

**PRICING: PER SHOW**

Pacific Amphitheatre Lighting & Equipment Package - PER SHOW		2015	2016	2017	2018	2019
Equipment Description	Proposed Substitution (Per Equipment Listed in "RUN OF FAIR" Schedule, if any)	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price
<b>Lighting Effects Package</b>						
(144) Total Structures - 1k Par 64 cans complete with gel frames	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(24) TMB ACL cans (6 bars of 4)	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(4) TMB 8-light Molefays	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(10) Martin Mac 700 Profiles with spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(20) Chauvet Q-Wash 560z-LED moving light with spares	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(24) Chauvet COLORband™ Pix Strip Lights	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(15) Martin 3000 Atomic Strobes	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(6) Reel EFX DF 50 Hazers with fans	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>Trussing</b>						
(6) Tomcat 20.5" X10' Truss	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(12) Units of Total Structures Pre Rig Truss	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(120') Total Structures 12" box truss	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(60') Tomcat 20.5" box truss	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
<b>Rigging</b>						
(12) CM Hoists 1 ton chain motors	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(6) CM Hoist 1/2 ton chain motors	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
(2) 8-way motor control	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(2) 16-way motor pendant	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>Controllers</b>						
(1) High End Road Hog Full Boar Console with Playback wing	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(1) MA Lighting Grand MA 2 Lite Lighting Console	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>Dimmers</b>						
(1) ETC 96-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(1) ETC 48-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>Spotlights</b>						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>Intercom</b>						
(10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>Miscellaneous BOH Lighting (Required)</b>						
(4) Par 64s - Location: Loading Dock/Ramp	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(18) Par 56s - Location: Backstage Compound	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(4) Par 64s - Location: Walkway Area	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
<b>Total PER SHOW OC Fair Lighting Equipment Package Cost</b>		\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00
<b>Personnel - PER SHOW OC Fair Package Labor Cost</b>		\$ 923.91	\$ 978.26	\$ 978.26	\$ 978.26	\$ 978.26
<b>CUMULATIVE TOTAL - PER SHOW</b>		\$ 1,488.91	\$ 1,543.26	\$ 1,543.26	\$ 1,543.26	\$ 1,543.26
<b>CUMULATIVE TOTAL - PER SHOW X 3 SHOWS PER YEAR (ESTIMATED)</b>		\$ 4,466.74	\$ 4,629.78	\$ 4,629.78	\$ 4,629.78	\$ 4,629.78
<b>TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - PER SHOW</b>						\$ 22,985.87



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)**

All quantities provided on the Financial Proposal Bid Form 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.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

**PRICING: PER WEEK**

Pacific Amphitheatre Lighting & Equipment Package - PER WEEK		2015 OC Fair PER WEEK Package Price	2016 OC Fair PER WEEK Package Price	2017 OC Fair PER WEEK Package Price	2018 OC Fair PER WEEK Package Price	2019 OC Fair PER WEEK Package Price
Equipment Description	Proposed Substitution (Per Equipment Listed in "RUN OF FAIR" Schedule, if any)					
<b>Lighting Effects Package</b>						
(144) Total Structures - 1K Par 64 cans complete with gel frames	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(24) TMB ACL cans (6 bars of 4)	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
(4) TMB 8-light Molefays	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(10) Martin Mac 700 Profiles with spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
(20) Chauvet Q-Wash 560z-LED moving light with spares	See "RUN OF FAIR" Schedule	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
(24) Chauvet COLORband™ Pix Strip Lights	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(15) Martin 3000 Atomic Strobes	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(6) Reel EFX DF 50 Hazers with fans	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>Trussing</b>						
(5) Tomcat 20.5" X 10' Truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(12) Units of Total Structures Pre Rig Truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(120') Total Structures 12" box truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(60') Tomcat 20.5" box truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
<b>Rigging</b>						
(12) CM Hoists 1 ton chain motors	See "RUN OF FAIR" Schedule	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
(6) CM Hoist 1/2 ton chain motors	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(2) 8-way motor control	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(2) 16-way motor pendant	See "RUN OF FAIR" Schedule	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)	See "RUN OF FAIR" Schedule	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>Controllers</b>						
(1) High End Road Hog Full Boar Console with Playback wing	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(1) MA Lighting Grand MA 2 Lite Lighting Console	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>Dimmers</b>						
(1) ETC 96-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(1) ETC 48-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<b>Spotlights</b>						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>Intercom</b>						
(10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
<b>Miscellaneous BOH Lighting (Required)</b>						
(4) Par 64s - Location: Loading Dock/Ramp	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(18) Par 56s - Location: Backstage Compound	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(4) Par 64s - Location: Walkway Area	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
<b>Total PER WEEK OC Fair Lighting Equipment Package Cost</b>		\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00
<b>Personnel - PER WEEK OC Fair Package Labor Cost</b>		\$ 4,722.22	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
<b>CUMULATIVE TOTAL - PER WEEK (1 WEEK ESTIMATED PER YEAR)</b>		\$ 6,527.22	\$ 6,805.00	\$ 6,805.00	\$ 6,805.00	\$ 6,805.00
<b>TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - PER WEEK</b>						\$ 33,747.22

**FIVE YEAR CUMULATIVE TOTAL**

<b>CUMULATIVE TOTAL - ENTIRE BID - RUN OF FAIR, PER SHOW (Estimated at 3 per year) &amp; PER WEEK (Estimated at 1 per year)</b>	\$ 66,293.96	\$ 71,872.28	\$ 73,914.78	\$ 73,544.78	\$ 73,934.78
<b>TOTAL BID</b>					\$ 359,560.59





## **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	AMENDMENT NUMBER
<b>SA-26-14LS</b>	<b>#2</b>
REGISTRATION NUMBER	
<b>1327917</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**MANATT, PHELPS & PHILLIPS, LLP**
2. The term of this Agreement is **03/01/14** through **12/31/15** **FED ID:**
3. The maximum amount of this Agreement is **\$0.00 Amendment**  
Agreement after this amendment is: **\$400,000.00**
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 #26-14LS, dated January 17, 2014, between the District and Manatt, Phelps & Phillips, LLP is hereby amended as follows:**



**CONTRACTOR AGREES:**

1. To amend the contract to provide additional legal services to the OC Fair & Event Center by extending the original contract termination date of February 28, 2015 to December 31, 2015.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) upon satisfactory completion of work herein required and receipt of proper itemized invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>MANATT, PHELPS &amp; PHILLIPS, LLP</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Steven L. Edwards, Partner</b>		
ADDRESS		
<b>695 Town Center Drive, Fourteenth Floor, Costa Mesa, CA 92626 (714) 371-2546</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Acct. #: 5110-06

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER <b>SA-27-14TR</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1327259</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**WILLIAMS SCOTSMAN, INC.**

2. The term of this

Agreement is

**01/15/14**

through

**03/31/15****FED ID:**3. The maximum amount of this **\$1,140.00 Amendment**  
Agreement after this amendment is: **\$17,220.00**

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:**

- 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 February 28, 2015, to March 31, 2015.
- The rental rate shall remain ONE THOUSAND FIFTY FIVE DOLLARS (\$1,055.00) per month, plus sales tax.
- The total increase to the Agreement is ONE THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,140.00), thereby increasing the not to exceed Agreement amount from \$16,080.00 to \$17,220.00.

**DISTRICT AGREES:**

- To pay Contractor a total amount not to exceed SEVENTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS (\$17,220.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>WILLIAMS SCOTSMAN, INC.</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Donna Finnerty, Contracts Administrator</b>		
ADDRESS		
<b>11811 Greenstone Avenue, Santa Fe Springs, CA 90670 (800) 782-1500</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Account #: Distribution

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-29-14PS</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1388600</b>	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
CONTRACTOR'S NAME  
**LOOMIS ARMORED US, LLC**
- The term of this Agreement is **03/01/14** through **03/31/15** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$500.00 Amendment**  
**\$6,980.00**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:  
**Standard Agreement #29-14PS, dated January 16, 2014, between the District and Loomis Armored US, LLC is hereby amended as follows:**



**CONTRACTOR AGREES:**

- To amend the original contract to provide additional armored car services for the OC Fair & Event Center thereby increasing the not to exceed contract amount from \$6,480.00 to \$6,980.00.

**DISTRICT AGREES:**

- To pay Contractor a total amount not to exceed SIX THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$6,980.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> <b>LOOMIS ARMORED US, LLC</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Sarah Kattapong, VP Finance and Accounting</b>		
<small>ADDRESS</small> <b>2500 CityWest Blvd., Suite 900, Houston, TX 77042 (713) 435-6700</b>		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small> <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
<small>ADDRESS</small> <b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Account #: Distribution

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-25-13CT</b>	<b>#1</b>
REGISTRATION NUMBER	
<b>1262637</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**TICKETMASTER, LLC**
2. The term of this Agreement is **04/01/13** through **03/31/16** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$230,000.00**  
**Not to exceed \$390,000.00 with inclusion of option years**
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 #25-13CT, dated April 01, 2013, between the District and Ticketmaster, LLC is hereby amended as follows:**


**CONTRACTOR AGREES:**

- To amend the original contract to provide computerized ticketing services to the OC Fair & Event Center with the first year option to renew at \$80,000.00, bringing the maximum amount of this Agreement from \$150,000.00 to \$230,000.00.
- To provide to the District a signing bonus of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) upon execution of this Agreement Amendment.

**STATE AGREES:**

- To pay the Contractor a total amount not to exceed TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00) upon satisfactory completion of work herein required and receipt of proper itemized invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>TICKETMASTER, LLC</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Geoff Carns, Senior Vice President</b>		
ADDRESS		
<b>7060 Hollywood Boulevard, Los Angeles, CA 90028 (213) 639-8807</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Acct. #: 5110-06

OC FAIR & EVENT CENTER  
 RENTAL AGREEMENTS FOR BOARD APPROVAL  
 MARCH 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15-IO-01	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-02	UC Regents / Orange County 4-H	Imaginology	4-H Projects and livestock show	Anaheim Building	04/18/15-04/26/15	\$0.00
15-IO-03	A.I.A.A. OC Rocketry	Imaginology	Exhibitor	Livestock Lane	04/23/15-04/26/15	\$0.00
15-IO-04	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-05	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-06	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-07	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-08	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-09	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-10	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-11	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-12	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-13	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-14	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-15	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-16	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-17	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-18	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-19	Agreement # cancelled. Agreement will be resubmitted with new #.					

OC FAIR & EVENT CENTER  
 RENTAL AGREEMENTS FOR BOARD APPROVAL  
 MARCH 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15-IO-20	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-21	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-22	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-23	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-24	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-25	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-26	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-27	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-28	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-29	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-30	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-31	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-32	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-33	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-34	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-35	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-36	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-37	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-38	Agreement # cancelled. Agreement will be resubmitted with new #.					

OC FAIR & EVENT CENTER  
 RENTAL AGREEMENTS FOR BOARD APPROVAL  
 MARCH 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15-IO-39	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-40	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-41	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-42	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-43	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-44	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-45	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-46	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-47	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-48	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-49	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-50	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-51	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-52	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-53	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-54	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-55	Academic Chess	Imaginology	Tournament of Champions	Baja Blues	04/23/15-04/26/15	\$0.00
15-IO-57	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-58	Agreement # cancelled. Agreement will be resubmitted with new #.					



OC FAIR & EVENT CENTER  
 RENTAL AGREEMENTS FOR BOARD APPROVAL  
 MARCH 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15-IO-59	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-60	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-61	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-62	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-63	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-64	Agreement # cancelled. Agreement will be resubmitted with new #.					
15-IO-65	Agreement # cancelled. Agreement will be resubmitted with new #.					
R-009-15	Gem Faire, Inc.	Gem Faire	Consumer show	Costa Mesa Building, Santa Ana Pavilion	05/06/15-05/11/15	\$43,178.50
R-011-15	Goldenvoice, LLC	Musink Tattoo Convention & Music Festival	Concert and exposition	Costa Mesa Building, Huntington Beach Building, The Hangar, OC Promenade, Baja Blues	03/19/15-03/23/15	\$100,920.25
R-027-15	County of Orange, Sheriff-Coroner Department	Mass Reception, Care and Shelter Site - as required during major emergencies	Mass reception, care and shelter site	All grounds	01/01/15-12/31/15	Fee waived
R-077-15	Pacific Coast Sportfishing Magazine	Pacific Coast Sportfishing Festival	Consumer show	The Hangar	05/25/15-06/01/15	\$18,903.50
R-082-15	Orange County Science and Engineering Fair	Orange County Science and Engineering Fair	Science fair	Huntington Beach Building	04/21/15-04/27/15	Payment: \$4,745.50 In-kind Trade: \$18,186.50
R-086-15	Leisure World Elks	Trailer Rally	Trailer rally	Campground	04/17/15-04/19/15	\$25.00 per night per RV
R-088-15	Vital Link	Imaginology	STEM programming	Costa Mesa Building, Park Plaza, Santa Ana	04/20/15-04/27/15	Payment: \$2,631.75 In-kind Trade: \$34,278.00
R-089-15	Tapia Brothers Co.	Tapia Brothers Food Expo	Food expo	The Hangar	03/24/15-03/25/15	\$24,270.00
R-090-15	4C's	Trailer Rally	Trailer rally	Campground	05/15/15-05/17/15	\$25.00 per night per RV
R-091-15	Center for Transportation Safety, LLC	Johnson & Johnson Behind the Wheel	Ride and drive	The Hangar, Lot I	2/27/2015	\$3,812.50
R-096-15	Morpace, Inc.	CUV Automotive Clinic	Automotive research	The Hangar	03/27/15-03/30/15	\$19,416.50

**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**MARCH 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
FT-002-15	The Grilled Cheese Truck	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-003-15	Waffle-icious	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-008-15	Baby's Badass Burgers	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-016-15	The Slummin' Gourmet	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-020-15	Me So Hungry	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-022-15	TJ's Wood Fire Pizza	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-028-15	Jogasaki Burrito	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-031-15	Mexicalbi	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-035-15	Frijolitos Mobile Coffee	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-046-15	We Heart Froyo	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-051-15	Belly BombZ	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-057-15	StuffNit Burgers LLC	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-060-15	The Buffalo Truck	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00
FT-061-15	The Coconut Truck	Food Truck Fair, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/15-12/31/15	Varies \$25.00-\$400.00

REVIEWED *[Signature]*  
APPROVED *[Signature]*

DATE February 17, 2015

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY **XX**

### RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **UC Regents/Orange County 4-H** 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: **Set up April 18 - 23; Event dates April 24-26, 2015**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **Anaheim Building (east end) and livestock area.**
- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**OC Fair Imaginology - April 24-26, 2015**

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Association to waive charges in exchange for Orange County 4-H exhibiting their 4-H projects and livestock show at OC Fair Imaginology. See the itemized charges to be waived on Page 2 of this agreement.**
- 5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 27, 2015**
- 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: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
- 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 duplicate, by and on behalf of the parties hereto, the day and year first above written.

Darren Haver  
UC Regents/Orange County 4-H  
7601 Irvine Blvd  
Irvine, CA 92618

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or Sharon Augenstein, Chief Financial Officer

Title \_\_\_\_\_

4. Itemized charges waived (continued)

4-H Building Exhibits

Anaheim Building (eastend)	\$ 950.00/per day (4/18 – 4/26/15)	\$ 8,550.00
75 folding chairs	\$ 1.15/ea	86.25
50 8ft tables	\$ 15.20/ea	760.00
350ft pipe & drape (booths)	\$ 3.65ft	1,277.50
1 garment rack	\$ 31.00/ea	31.00

4-H Livestock Show

Show Ring	\$ 1,000.00/per day (4/18 – 4/26/15)	\$ 9,000.00
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Miscellaneous

1 water cooler w/water	\$ 36.00/ea	\$ 36.00
1 refrigerator	\$ 55.00/ea	55.00
1 roll velon	\$ 100.00/ea	100.00

Total cost waived in exchange for 4-H projects and livestock show \$ 19,895.75

## EXHIBIT "A"

### OC FAIR IMAGINOLOGY 2015 RULES AND REGULATIONS

**ACTIVITY** – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**EQUIPMENT AND ELECTRICAL** - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

✓ **INSURANCE** - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 45.00.

**MEGAN'S LAW SCREENING** – In accordance with District policy, all entities conducting business on the OC Fair grounds property during Youth Expo will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC for any negligence arising out of or connected with their obligations pertaining to the required screening. Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

**PROHIBITED ITEMS** - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

**PROMOTION ONLY** - Feature exhibitors will not be allowed to sell items at the event. Exhibitors are prohibited from obtaining personal information from attendees under the age of 18. Information provided by a parent is permissible.

**SET-UP** - of exhibit is permitted **Thursday, April 23 from 9 a.m. to 6 p.m., Friday, April 24 from 6:30 a.m. to 8 a.m. and Saturday and Sunday, April 25 and 26 from 7 a.m. to 9 a.m.** If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call **Chris Gunst at (714) 708-1553** to make special set-up arrangements. Cart service will not be provided.

**SPACES** - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

**STAFFING** - All booths must be staffed during all hours of the event for all days you are participating.

Friday, April 24, 2015	9 a.m. – 3 p.m.
Saturday, April 25, 2015	10 a.m. – 5 p.m.
Sunday, April 26, 2015	10 a.m. – 5 p.m.

**SUBLEASING (SHARING)** - of spaces is not allowed under any circumstances.

**TEAR DOWN** - of exhibit should take place after **3:00 p.m. on Friday** and after **5:00 p.m. on Saturday or Sunday.** Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**TIP JARS** - are not allowed.

**WORK PERMITS** - are required by law for all workers under the age of 18 years old.

**PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT OC FAIR IMAGINOLOGY 2015. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.**

REVIEWED \_\_\_\_\_

DATE February 1, 2015

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **A.I.A.A. OC Rocketry – Janet Koepke** 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: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 50'x50' space. Space number to be determined, Livestock Lane. Space rental includes one 10'x20' covered canopy with 3 tables and 15 chairs and electrical.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair Imaginology – APRIL 24-26, 2015

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit of \$100 due. If conditions of agreement are met, refund of deposit will be made on or before June 1, 2015.**
5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before APRIL 1, 2015**
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: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
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 triplicate, by and on behalf of the parties hereto, the day and year first above written.

**A.I.A.A. Rocketry – Janet Koepke**  
20162 E. Santiago Canyon  
Orange, CA 92869

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)

By \_\_\_\_\_

\_\_\_\_\_ (print)

Title: Kathy Kramer, Chief Executive Officer or  
Sharon M. Augenstein, Chief Financial Officer

Title \_\_\_\_\_

## EXHIBIT "A"

### OC FAIR IMAGINOLOGY 2015 RULES AND REGULATIONS

**ACTIVITY** – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**EQUIPMENT AND ELECTRICAL** - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

✓ **INSURANCE** - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 45.00.

**MEGAN'S LAW SCREENING** – In accordance with District policy, all entities conducting business on the OC Fair grounds property during Youth Expo will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC for any negligence arising out of or connected with their obligations pertaining to the required screening. Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

**PROHIBITED ITEMS** - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

**PROMOTION ONLY** - Feature exhibitors will not be allowed to sell items at the event. Exhibitors are prohibited from obtaining personal information from attendees under the age of 18. Information provided by a parent is permissible.

**SET-UP** - of exhibit is permitted **Thursday, April 23 from 9 a.m. to 6 p.m., Friday, April 24 from 6:30 a.m. to 8 a.m. and Saturday and Sunday, April 25 and 26 from 7 a.m. to 9 a.m.** If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call **Chris Gunst at (714) 708-1553** to make special set-up arrangements. Cart service will not be provided.

**SPACES** - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

**STAFFING** - All booths must be staffed during all hours of the event for all days you are participating.

Friday, April 24, 2015	9 a.m. – 3 p.m.
Saturday, April 25, 2015	10 a.m. – 5 p.m.
Sunday, April 26, 2015	10 a.m. – 5 p.m.

**SUBLEASING (SHARING)** - of spaces is not allowed under any circumstances.

**TEAR DOWN** - of exhibit should take place after **3:00 p.m. on Friday** and after **5:00 p.m. on Saturday or Sunday.** Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**TIP JARS** - are not allowed.

**WORK PERMITS** - are required by law for all workers under the age of 18 years old.

**PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT OC FAIR IMAGINOLOGY 2015. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.**

REVIEWED     *cm*    

APPROVED     *[Signature]*    

DATE February 17, 2015

FAIRTIME

INTERIM

OC FAIR IMAGINOLOGY XX

# RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Academic Chess** 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: **Set up April 23; Event dates April 24 – 26, 2015**
- 2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space with tent, location to be determined. Space includes 2 tables, 4 chairs and electrical plus the use of Baja Blues Restaurant for the "Tournament of Champions" and booster section open to non-champions of any age. Tournament to be held Saturday, April 25 from noon – 4 pm.**
- 3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:  
**OC Fair Imaginology - April 24 – 26, 2015**
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Association to waive charges in exchange for Academic Chess facilitating the "Tournament of Champions", the booster section, MC awards ceremony, provide chess instruction April 24 - 26 during operating hours of OC Fair Imaginology. (#4 Continued on Page 2.)**
- 5. **See Exhibits "A", "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before March 18, 2015.**
- 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: By signing this Agreement, Rentor acknowledges that they have read the OC Fair Imaginology Rules and Regulations and agrees to abide by said Rules and Regulations. By this reference, the Rules and Regulations are incorporated into and become a part of this agreement and are on file with the Association.**
- 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 duplicate, by and on behalf of the parties hereto, the day and year first above written.

Academic Chess  
P.O. Box 3918  
Mission Viejo, CA 92690

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_ (print)  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Sharon M. Augenstein, Chief Financial Officer



Rentor agrees to: (continued)

4. Facilitate sign-ups and collect all fees for the competition(s), include a 30 minute chess lesson for the participants prior to tournament, provide staff and leads to assist chess participants prior to and during the tournament, supply chess games for all players, supply all trophies, promote tournament via contractor's email, website and hard copy flyers to members, schools, and emails. Cost of Baja Blues Restaurant @\$675/day and one 10'x20' booth at \$225 waived.

Association to:

1. Give each participant a "Scholastic Award" ribbon at the conclusion of the tournament(s).
2. Promote the family tournament via the OC Fair Imaginology website.

## EXHIBIT "A"

### OC FAIR IMAGINOLOGY 2015 RULES AND REGULATIONS

**ACTIVITY** – All booths must include a demonstration, hands-on activity or game to engage those attending the event. Failure to provide an activity will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**EQUIPMENT AND ELECTRICAL** - needs must be stated on the application. Any modification of needs will be accommodated if possible, but not guaranteed. Extension cords must be a minimum of 12 gauge and UL approved, and are 3 prong (grounded) configuration. You must supply your own extension cords.

✓ **INSURANCE** - Feature exhibitors are required to provide evidence of insurance. See Exhibit "B", Insurance Requirements. Special Events Liability Insurance may be purchased at a fee of \$ 45.00.

**MEGAN'S LAW SCREENING** – In accordance with District policy, all entities conducting business on the OC Fair grounds property during Youth Expo will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on OCFEC premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify OCFEC for any negligence arising out of or connected with their obligations pertaining to the required screening. Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on OCFEC premises. See the Megan's Law Screening Certification and Listing enclosed.

**PROHIBITED ITEMS** - Feature exhibitors are prohibited from giving away the following items: Stickers, balloons, gum and consumable items.

**PROMOTION ONLY** - Feature exhibitors will not be allowed to sell items at the event. Exhibitors are prohibited from obtaining personal information from attendees under the age of 18. Information provided by a parent is permissible.

**SET-UP** - of exhibit is permitted **Thursday, April 23 from 9 a.m. to 6 p.m., Friday, April 24 from 6:30 a.m. to 8 a.m. and Saturday and Sunday, April 25 and 26 from 7 a.m. to 9 a.m.** If additional set-up time is required special arrangements must be made in advance with the OC Fair Imaginology staff. Please call **Chris Gunst at (714) 708-1553** to make special set-up arrangements. Cart service will not be provided.

**SPACES** - will be assigned by designated OC Fair Imaginology staff of the OC Fair & Event Center only.

**STAFFING** - All booths must be staffed during all hours of the event for all days you are participating.

Friday, April 24, 2015	9 a.m. – 3 p.m.
Saturday, April 25, 2015	10 a.m. – 5 p.m.
Sunday, April 26, 2015	10 a.m. – 5 p.m.

**SUBLEASING (SHARING)** - of spaces is not allowed under any circumstances.

**TEAR DOWN** - of exhibit should take place after **3:00 p.m. on Friday** and after **5:00 p.m. on Saturday or Sunday**. Tearing down booth prior to closure of event will result in forfeiture of deposit monies and withdrawal of application to OC Fair Imaginology 2016.

**TIP JARS** - are not allowed.

**WORK PERMITS** - are required by law for all workers under the age of 18 years old.

**PLEASE SHARE A COPY OF THESE FEATURE EXHIBITOR BOOTH RULES WITH ALL WHO WILL BE STAFFING YOUR BOOTH AT OC FAIR IMAGINOLOGY 2015. FAILURE TO COMPLY WITH ABOVE RULES MAY RESULT IN THE LOSS OF DEPOSIT MONIES.**

REVIEWED \_\_\_\_\_

DATE March 20, 2015

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Gem Faire, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**May 6 - 11, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**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**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Steve Small, President**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
 Contact Person: Steve Small  
 Event Dates: 05/08/2015 - 05/10/2015

Contract No: R-009-15  
 Phone: (503) 252-8300  
 Hours: Friday: 12:00 PM - 06:00 PM  
 Saturday: 10:00 AM - 06:00 PM  
 Sunday: 10:00 AM - 05:00 PM  
 \* Friday: 10:00 AM - 12:00 PM  
 (\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Wednesday</b>			
Costa Mesa Building (#10)	05/06/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	05/06/2015 08:00 AM - 08:00 PM	Move In	800.00
<b>Thursday</b>			
Costa Mesa Building (#10)	05/07/2015 08:00 AM - 08:00 PM	Move In	2,000.00
Santa Ana Pavilion (Parade of Products)	05/07/2015 08:00 AM - 08:00 PM	Move In	800.00
<b>Friday</b>			
Costa Mesa Building (#10)	05/08/2015 12:00 PM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	05/08/2015 12:00 PM - 06:00 PM	Event	1,600.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/09/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	05/09/2015 10:00 AM - 06:00 PM	Event	1,600.00
<b>Sunday</b>			
Costa Mesa Building (#10)	05/10/2015 10:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion (Parade of Products)	05/10/2015 10:00 AM - 06:00 PM	Event	1,600.00
<b>Monday</b>			
Costa Mesa Building (#10)	05/11/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	05/11/2015 08:00 AM - 12:00 PM	Move Out	No Charge
<b>Total:</b>			<b>22,400.00</b>

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Barricade (Metal)	Estimate 60	60.00 EA	15.00 EA	900.00
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00
Forklift	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Marquee Board (7 Consecutive Days)	05/04/2015 - 05/10/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	05/08/2015 - 05/10/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System (Per Building)	05/08/2015 - 05/10/2015	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
<b>Total:</b>			<b>9,415.00</b>	

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 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	05/08/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/08/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	05/08/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	05/09/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/09/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	05/09/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	05/10/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	05/10/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	05/10/2015 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	05/08/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/09/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/10/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Parking

Parking Attendant Lead	05/07/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	05/07/2015 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Safety & Security

Security Attendant - OVERNIGHT	05/06/2015 05:00 PM - 05/07/2015 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	05/07/2015 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	05/07/2015 06:00 PM - 05/08/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/08/2015 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	05/08/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	05/08/2015 06:00 PM - 05/09/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/09/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	05/09/2015 06:00 PM - 05/10/2015 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	05/10/2015 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	05/10/2015 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	03/06/2015	\$21,589.25
Second Payment	04/06/2015	\$21,589.25
	<b>Total:</b>	<b>\$43,178.50</b>
	<b>Payment Total:</b>	<b>\$43,178.50</b>

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure 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 **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Goldenvoice, LLC** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **March 19 - 23, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Musink Tattoo Convention & Music Festival**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$100,920.25**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Goldenvoice, LLC**  
**5750 Wilshire Boulevard, Suite 501**  
**Los Angeles, CA 90036-3638**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Skip Paige, Director of Operations

Title: Kathy Kramer, Chief Executive Officer

# EXHIBIT A

## Event Information

**Event Name:** Musink Tattoo Convention & Music Festival  
**Contact Person:** Bill Hardie  
**Event Dates:** 03/20/2015 - 03/22/2015

**Contract No:** R-011-15  
**Phone:** (714) 925-3327  
**Hours:** Friday: 3:00 PM - 10:00 PM  
 Saturday: 12:00 PM - 10:00 PM  
 Sunday: 12:00 PM - 10:00 PM

**Admission Price:** One Day Pass: \$25.00    Three Day Pass: \$50.00    VIP Pass: \$75.00

**Vehicle Parking Fee:** \$7.00 General Parking

**Projected Attendance:** 3,500 Per Day

<u>Facility Rental Fees</u>			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Baja Blues	03/19/2015 06:00 AM - 11:30 PM	Move In	337.50
Costa Mesa Building (#10)	03/19/2015 06:00 AM - 11:30 PM	Move In	2,000.00
Huntington Beach Building (#12)	03/19/2015 06:00 AM - 11:30 PM	Move In	1,500.00
OC Promenade (Span)	03/19/2015 06:00 AM - 11:30 PM	Move In	112.50
The Hangar	03/19/2015 06:00 AM - 11:30 PM	Move In	1,600.00
<b>Friday</b>			
Baja Blues	03/20/2015 03:00 PM - 10:00 PM	Event	675.00
Costa Mesa Building (#10)	03/20/2015 03:00 PM - 10:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/20/2015 03:00 PM - 10:00 PM	Event	3,000.00
OC Promenade (Span)	03/20/2015 03:00 PM - 10:00 PM	Event	225.00
The Hangar	03/20/2015 03:00 PM - 10:00 PM	Event	3,200.00
<b>Saturday</b>			
Baja Blues	03/21/2015 12:00 PM - 10:00 PM	Event	675.00
Costa Mesa Building (#10)	03/21/2015 12:00 PM - 10:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/21/2015 12:00 PM - 10:00 PM	Event	3,000.00
OC Promenade (Span)	03/21/2015 12:00 PM - 10:00 PM	Event	225.00
The Hangar	03/21/2015 12:00 PM - 10:00 PM	Event	3,200.00
<b>Sunday</b>			
Baja Blues	03/22/2015 12:00 PM - 10:00 PM	Event	675.00
Costa Mesa Building (#10)	03/22/2015 12:00 PM - 10:00 PM	Event	4,000.00
Huntington Beach Building (#12)	03/22/2015 12:00 PM - 10:00 PM	Event	3,000.00
OC Promenade (Span)	03/22/2015 12:00 PM - 10:00 PM	Event	225.00
The Hangar	03/22/2015 12:00 PM - 10:00 PM	Event	3,200.00
<b>Monday</b>			
Baja Blues	03/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Costa Mesa Building (#10)	03/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	03/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	03/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	03/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - March 23, 2015 to avoid additional charges.

**Total: 38,850.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet	03/20/2015 - 03/22/2015	1.00 EA	125.00 EA/DAY	375.00
4-Channel Audio Mixer	03/20/2015 - 03/22/2015	1.00 EA	35.00 EA/DAY	105.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 25	25.00 EA	15.00 EA	375.00
Dumpster	Estimate 140	140.00 EA	18.00 EA	2,520.00
Electrical Splitter Box	Estimate 12	12.00 EA	55.00 EA	660.00
Electrical Usage Rate - Bldg 10	Estimate Only	3.00 DAY	750.00 DAY	2,250.00
Electrical Usage Rate - Bldg 12	Estimate Only	3.00 DAY	500.00 DAY	1,500.00
Electrical Usage Rate - Hangar	Estimate Only	3.00 DAY	1,000.00 DAY	3,000.00
Electrical Usage Rate Star Trailers	Estimate 3	3.00 DAY	125.00 DAY	375.00
Forklift	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Forklift - Rockstar	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 1 Day	Estimate 65	65.00 EA	4.00 EA	260.00
Hang Tag - 3 Day	Estimate 200	200.00 EA	12.00 EA	2,400.00
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board (7 Consecutive Days)	03/16/2015 - 03/22/2015	1.00 WK	450.00 WK	450.00



# EXHIBIT A

## Event Information

Picnic Table ( <i>Rectangular &amp; Round</i> )	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electric Light	TBD	TBD EA	75.00 EA	TBD
Portable Electronic Message Board	03/20/2015 - 03/22/2015	2.00 EA	75.00 EA/DAY	450.00
Public Address System ( <i>2 Buildings</i> )	03/20/2015 - 03/22/2015	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift ( <i>Banners</i> )	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper ( <i>In-House</i> )	Estimate 18 Hours	18.00 HR	75.00 HR	1,350.00
Ticket Booth	Estimate 3	3.00 EA	100.00 EA	300.00
Wireless Router	Estimate 4	4.00 EA	75.00 EVT	300.00
Yellow Bollards	TBD	TBD EA	15.00 EA	TBD

Total: 19,070.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 7 Hours	7.00 HR	30.00 HR	210.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00
Electrician	Estimate 10 Hours	10.00 HR	47.50 HR	475.00
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Days</b>				
<b>Event Hours: 3:00 PM - 10:00 PM</b>				
Grounds Attendant Lead	03/20/2015 02:00 PM - 03/21/2015 01:00 AM	1.00 EA	30.00 HR	330.00
Grounds Attendant	03/20/2015 02:00 PM - 03/21/2015 01:00 AM	3.00 EA	19.50 HR	643.50
Janitorial Attendant	03/20/2015 02:00 PM - 11:00 PM	9.00 EA	19.50 HR	1,579.50
Electrician	03/20/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR	308.75
<b>Event Hours: 12:00 PM - 10:00 PM</b>				
Grounds Attendant Lead	03/21/2015 11:00 AM - 12:00 AM	1.00 EA	30.00 HR	390.00
Grounds Attendant	03/21/2015 11:00 AM - 12:00 AM	3.00 EA	19.50 HR	760.50
Janitorial Attendant	03/21/2015 11:00 AM - 11:00 PM	9.00 EA	19.50 HR	2,106.00
Electrician	03/21/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR	308.75
<b>Event Hours: 12:00 PM - 10:00 PM</b>				
Grounds Attendant Lead	03/22/2015 11:00 AM - 10:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	03/22/2015 11:00 AM - 10:00 PM	3.00 EA	19.50 HR	643.50
Grounds Attendant	03/22/2015 10:30 PM - 03/23/2015 01:00 AM	2.00 EA	19.50 HR	97.50
Janitorial Attendant	03/22/2015 11:00 AM - 10:00 PM	9.00 EA	19.50 HR	1,930.50
Electrician	03/22/2015 03:30 PM - 10:00 PM	1.00 EA	47.50 HR	308.75
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Grounds Attendant	Estimate 50 Hours	50.00 HR	19.50 HR	975.00
Janitorial Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00
Electrician	Estimate 8 Hours	8.00 HR	47.50 HR	380.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/20/2015 02:00 PM - 10:30 PM	1.00 EA	40.00 HR	340.00
Event Coordinator	03/21/2015 11:00 AM - 10:30 PM	1.00 EA	40.00 HR	460.00
Event Coordinator	03/22/2015 11:00 AM - 10:30 PM	1.00 EA	40.00 HR	460.00
<b>Parking</b>				
<b>Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 32 Hours	32.00 HR	19.50 HR	624.00
<b>Safety &amp; Security</b>				
Security Attendant*	03/20/2015 02:00 PM - 10:30 PM	2.00 EA	19.50 HR	331.50
Security Attendant*	03/21/2015 11:00 AM - 10:30 PM	2.00 EA	19.50 HR	448.50
Security Attendant*	03/22/2015 11:00 AM - 10:30 PM	2.00 EA	19.50 HR	448.50

\* Two (2) Outside Security Attendants

# EXHIBIT A

## Event Information

### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
Technology Attendant	03/20/2015 02:00 PM - 10:00 PM	1.00 EA	37.50 HR	300.00

### Outside Services

Event Medical Services	03/20/2015 02:00 PM - 11:00 PM (Estimate Only)	3.00 EA	20.00 HR	540.00
Event Medical Services	03/21/2015 11:00 AM - 11:00 PM (Estimate Only)	3.00 EA	20.00 HR	720.00
Event Medical Services	03/22/2015 11:00 AM - 10:30 PM (Estimate Only)	3.00 EA	20.00 HR	690.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00

### Estimate Only

Orange County Sheriff Services	03/20/2015 02:00 PM - 11:00 PM	8.00 EA	6,840.00 DAY	6,840.00
Orange County Sheriff Services	03/21/2015 11:00 AM - 11:00 PM	3.00 EA	3,420.00 DAY	3,420.00
Orange County Sheriff Services	03/21/2015 05:30 PM - 11:00 PM	5.00 EA	2,612.50 DAY	2,612.50
Orange County Sheriff Services	03/22/2015 11:00 AM - 11:00 PM	3.00 EA	3,420.00 DAY	3,420.00
Orange County Sheriff Services	03/22/2015 05:30 PM - 11:00 PM	5.00 EA	2,612.50 DAY	2,612.50

Sound Engineer	03/20/2015 02:00 PM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	03/21/2015 11:00 AM - 10:30 PM	1.00 EA	750.00 DAY	750.00
Sound Engineer	03/22/2015 11:00 AM - 10:30 PM	1.00 EA	750.00 DAY	750.00

Sound Engineer not required if all music is inside buildings with doors closed.

State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
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**Total: 42,000.25**

### Summary

Facility Rental Total				\$38,850.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$61,070.25
Refundable Deposit				\$1,000.00

**Grand Total: \$100,920.25**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/06/2015	\$50,460.25
Second Payment	02/19/2015	\$50,460.00

**Total: \$100,920.25**

**Payment Total: \$100,920.25**

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. Please contact your OCFEC Event Coordinator for details.

### OVATIONS

\*\*\* Oventions will raise the price of alcohol beverages by \$1.00 for wine, cocktails, small beers/24oz bottled beer, and increase large draft beer by \$2.00. Oventions will pay the applicable increase on alcohol beverage sales to OCFEC. Goldenvoice, LLC will receive the applicable \$1.00 or \$2.00 rebate per number of units of alcohol beverages sold, less CA Sales Tax.

### RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

# EXHIBIT A

## Event Information

### SECURITY

A security plan must be submitted to OCFEC by no later than March 6, 2015.

### 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 must be on site for sound check and all music performances. All amplified music/sound must end by 10:00 PM on Friday, Saturday and Sunday. Should the Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Goldenvoice, LLC must comply with request. 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.

### TOBACCO SPONSORSHIP, SALES AND SAMPLING

- Sponsorship, sale of cigarettes/tobacco products and electronic smoking devices, and sampling of cigarettes/tobacco products and electronic smoking devices is permitted subject to applicable law.
- Should complaints arise due to the sale of or distribution of cigarettes/tobacco products and electronic smoking devices to minors, the operation will be required to cease and close immediately during the event.
- No smoking of tobacco products, electronic cigarettes, vaporizers and oil/wax pens allowed in any exhibit building, Baja Blues, Courtyard (if applicable) and/or OC Promenade (Span).
- No smoking of tobacco products, electronic cigarettes, vaporizers and oil/wax pens allowed within twenty (20) feet of any State building.

\_\_\_\_\_  
Skip Paige, Director of Operations

\_\_\_\_\_  
Kathy Kramer, Chief Executive Officer

\_\_\_\_\_  
Juan Quintero, General Manager, Ovations

REVIEWED \_\_\_\_\_

DATE **March 20, 2015**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **County of Orange, Sheriff - Coroner 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 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: **To provide buildings and ground areas at the OC Fair & Event Center based upon availability and specific needs.**

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Mass Reception, Care and Shelter Site - As Required During Major Emergencies**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Fee Waived**

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**County of Orange  
Sheriff - Coroner Department  
550 North Flower Street  
Santa Ana, CA 92702-0449**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Sandra Hutchens, Sheriff-Coroner**

**Title: Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

**Event Name:** Mass Reception, Care and Shelter Site  
**Contact Person:** Sandra Hutchens  
**Event Dates:** 01/01/2015 - 12/31/2015

**Contract No:** R-027-15  
**Phone:** (714) 628-7672  
**Hours:** 12:00AM - 11:59 PM Daily

**Projected Attendance:** 500 - 10,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Anaheim Building (#16)	TBD	Shelter Site	Fee Waived
Costa Mesa Building (#10)	TBD	Shelter Site	Fee Waived
Huntington Beach Building (#12)	TBD	Shelter Site	Fee Waived
Los Alamitos Building (#14)	TBD	Shelter Site	Fee Waived
Main Mall	TBD	Shelter Site	Fee Waived
OC Promenade (The Span)	TBD	Shelter Site	Fee Waived
Parking Lot A	TBD	Shelter Site	Fee Waived
Parking Lot C	TBD	Shelter Site	Fee Waived
Parking Lot E	TBD	Shelter Site	Fee Waived
Parking Lot I	TBD	Shelter Site	Fee Waived
Santa Ana Pavilion (Parade of Products)	TBD	Shelter Site	Fee Waived
The Hangar	TBD	Shelter Site	Fee Waived

DRAFT

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Pacific Coast Sportfishing Magazine** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**May 28 - June 1, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Pacific Coast Sportfishing Festival**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$18,903.50**

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.

**Pacific Coast Sportfishing Magazine**  
**881 Dover Drive, Suite 100**  
**Newport Beach, CA 92663**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Drew Lawler, President**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Pacific Coast Sportfishing Festival  
 Contact Person: Drew Lawler  
 Event Dates: 05/30/2015 - 05/31/2015

Contract No: R-077-15  
 Phone: (949) 650-3474  
 Hours: Saturday: 10:00 AM - 6:00 PM  
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$10 Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday The Hangar	05/28/2015 08:00 AM - 10:00 PM	Move In	1,600.00
Friday The Hangar	05/29/2015 06:00 AM - 10:00 PM	Move In	1,600.00
Saturday The Hangar	05/30/2015 10:00 AM - 06:00 PM	Event	3,200.00
Sunday The Hangar	05/31/2015 10:00 AM - 05:00 PM	Event	3,200.00
Monday The Hangar	06/01/2015 06:00 AM - 10:00 AM	Move Out	No Charge

-OCFEC is not responsible for boats and equipment staged on grounds.

-Move out must be completed by 10:00 AM on Monday - June 1, 2015 to avoid additional charges.

**Total: 9,600.00**

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	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 18	18.00 EA	18.00 EA	324.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EVT	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 50	50.00 EA	8.00 EA	400.00
Man Lift (Banners)	Estimate TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	05/30/2015 - 05/31/2015	2.00 EA	75.00 EA/DAY	300.00
Portable Public Address System	05/30/2015 - 05/31/2015	TBD EA	120.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	Estimate 9 Hours	9.00 HR	75.00 HR	675.00
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EVT	100.00
Windmaster Sign (Small)	TBD	TBD EA	36.00 EA	TBD
			<b>Total:</b>	<b>3,104.00</b>

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Days</b>				
Grounds Attendant Lead	05/30/2015 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	05/30/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	05/30/2015 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	05/31/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	05/31/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	05/31/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
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 1 Hour	1.00 HR	47.50 HR	47.50

### Event Sales & Services

Event Coordinator	05/30/2015 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	05/31/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Parking

Parking Attendant Lead	05/29/2015 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	05/29/2015 08:00 AM - 06:00 PM	2.00 EA	19.50 HR	390.00

### Safety & Security

Security Attendant Lead	TBD (Event Hours)	TBD EA	30.00 HR	TBD
Security Attendant	TBD (Event Hours)	TBD EA	19.50 HR	TBD
Security Attendant - Overnight	05/29/2015 07:00 PM - 05/30/2015 07:30 AM	1.00 EA	19.50 HR	243.75
Security Attendant - Overnight	05/30/2015 07:00 PM - 05/31/2015 07:30 AM	1.00 EA	19.50 HR	243.75

### Technology

Technology Attendant	Flat Fee (Audio Configuration Fee)	TBD EA	100.00 EVT	TBD
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### Outside Services

Trash Collection and Sweeping Services	Estimate Only	TBD EA	350.00 EVT	350.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 5,199.50**

### Summary

Facility Rental Total				\$9,600.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$8,303.50
Refundable Deposit				\$1,000.00

**Grand Total: \$18,903.50**

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/27/2015	\$1,000.00
Second Payment	03/27/2015	\$8,951.75
Third Payment	04/28/2015	\$8,951.75

**Total: \$18,903.50**

**Payment Total: \$18,903.50**

**Please Remit Payment in \*Check Only\***

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.



# EXHIBIT A

## Event Information

### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC.

### CANOPIES

No canopies or pop-up tents are allowed in the buildings or breezeways.

### MAIN MALL

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.

### OYATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

DRAFT

REVIEWED \_\_\_\_\_

DATE March 20, 2015

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Orange County Science and Engineering Fair hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 21 - 27, 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:

**Orange County Science and Engineering Fair**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Payment = \$4,745.50****In-Kind Trade = \$18,186.50**

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Orange County Science and Engineering Fair  
P.O. Box 1361  
Huntington Beach, CA 92647**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: James Li, Co-President

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Orange County Science and Engineering Fair  
 Contact Person: James Li  
 Event Dates: 04/22/2015 & 04/24/2015 - 04/26/2015

Contract No: R-082-15  
 Phone: (949) 510-8889  
 Hours: Sci. & Engr. Fair: 7:00 AM - 5:00 PM  
 Imaginology Friday: 9:00 AM - 3:00 PM  
 Saturday: 10:00 AM - 5:00 PM  
 Sunday: 10:00 AM - 5:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,000

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>OC Science and Engineering Fair</b>			
<b>Tuesday</b>			
Courtyard	04/21/2015 07:00 AM - 08:30 PM	Move In	No Charge
Huntington Beach Building (#12)	04/21/2015 07:00 AM - 08:30 PM	Move In	1,500.00*
<b>Wednesday</b>			
Courtyard	04/22/2015 07:00 AM - 05:00 PM	Event/Judging	No Charge
Huntington Beach Building (#12)	04/22/2015 07:00 AM - 05:00 PM	Event/Judging	**2,550.00*

\*\* 15 % non-profit discount has been applied to event day only. OCSE Fair must provide proof of non-profit status with the signed rental agreement.

**\*In-Kind Trade "OCSE Fair" Total: 4,050.00**

### Imaginology

<b>Thursday</b>			
Huntington Beach Building (#12)	04/23/2015 09:30 AM - 05:00 PM	Transition to Maker Fair	1,500.00*
<b>Friday</b>			
Huntington Beach Building (#12)	04/24/2015 09:00 AM - 03:00 PM	Event	3,000.00*
<b>Saturday</b>			
Huntington Beach Building (#12)	04/25/2015 10:00 AM - 05:00 PM	Event	3,000.00*
<b>Sunday</b>			
Huntington Beach Building (#12)	04/26/2015 10:00 AM - 05:00 PM	Event	3,000.00*
<b>Monday</b>			
Huntington Beach Building (#12)	04/27/2015 08:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - April 27, 2015.

**\*In-Kind Trade "Imaginology" Total: 10,500.00**

**\*In-Kind Trade Facility Total: 14,550.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>OC Science and Engineering Fair</b>				
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Public Address System (w/Mic)	04/22/2015	1.00 EA	75.00 EA/DAY	75.00
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00

**OCSE Fair Total Due: 673.00**

### Imaginology

Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00*
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00*
Forklift	TBD	TBD HR	55.50 HR	TBD*
Picnic Tables	TBD	TBD EA	15.00 EA	TBD*
Portable Public Address System (w/Mic)	04/24/2015 - 04/26/2015	1.00 EA	75.00 EA/DAY	225.00*
Sweeper (In-House)	Estimate 2.5 Hours	2.50 HR	55.50 HR	138.75*

**\*In-Kind Trade Imaginology Equipment Total: 771.75**

# EXHIBIT A

## Event Information

<b>Reimbursable Personnel Fees</b>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>OC Science and Engineering Fair</u></b>				
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
<b>Student Project Set Up 1:00 PM - 8:30 PM</b>				
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 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Day</b>				
<b>Judging 7:00 AM - 5:00 PM</b>				
Grounds Attendant	04/22/2015 06:00 AM - 05:00 PM	2.00 EA	19.50 HR	429.00
Janitorial Attendant	04/22/2015 06:00 AM - 05:00 PM	2.00 EA	19.50 HR	429.00
Electrician	04/22/2015 06:00 AM - 05:00 PM	TBD EA	47.50 HR	TBD
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	04/22/2015 06:00 AM - 05:00 PM	1.00 EA	40.00 HR	440.00
<b><u>Parking</u></b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<b><u>Technology</u></b>				
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
<b><u>Outside Services</u></b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
<b>OCSE Fair Total Due:</b>				<b>\$2,572.50</b>
<b><u>Imaginology</u></b>				
<b><u>Event Operations</u></b>				
Grounds Attendant	04/24/2015 08:00 AM - 03:00 PM	1.00 EA	19.50 HR	136.50*
Janitorial Attendant	04/24/2015 08:00 AM - 03:00 PM	2.00 EA	19.50 HR	273.00*
Electrician	04/24/2015 08:00 AM - 03:00 PM	TBD EA	47.50 HR	TBD*
Grounds Attendant	04/25/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00*
Janitorial Attendant	04/25/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00*
Electrician	04/25/2015 09:00 AM - 05:00 PM	TBD EA	47.50 HR	TBD*
Grounds Attendant	04/26/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00*
Janitorial Attendant	04/26/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00*
Electrician	04/26/2015 09:00 AM - 05:00 PM	TBD EA	47.50 HR	TBD*
<b><u>Clean Up</u></b>				
Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00*
Grounds Attendant	Estimate 7 Hours	7.00 HR	19.50 HR	136.50*
Grounds Attendant ( <i>Equipment Operator</i> )	Estimate 2.5 Hours ( <i>for Sweeper</i> )	2.50 HR	19.50 HR	48.75*
Janitorial Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00*
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	04/24/2015 08:00 AM - 03:00 PM	1.00 EA	40.00 HR	280.00*
Event Coordinator	04/25/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*
Event Coordinator	04/26/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*

**\*In-Kind Trade Imaginology Personnel Total: \$2,864.75**

### Summary

<b><u>OCFEC In-Kind Trade</u></b>	
OCSE Fair Facility Rental	\$4,050.00*
Imaginology Facility Rental	\$10,500.00*
<b>*In-Kind Trade Facility Total: \$14,550.00</b>	

# EXHIBIT A

## Event Information

Imaginology Estimated Equipment, and Reimbursable Personnel Total	\$3,636.50
<b>*In-Kind Trade Grand Total:</b>	<b>\$18,186.50</b>

## Orange County Science and Engineering Fair

Estimated Equipment Reimbursable Personnel Total	\$3,245.50
Refundable Deposit	\$1,500.00

**OCSE Fair Grand Total Due: \$4,745.50**

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/20/2015	\$2,372.75
Second Payment	03/20/2015	\$2,372.75
	<b>Total:</b>	<b>\$4,745.50</b>
	<b>Payment Total:</b>	<b>\$4,745.50</b>

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OC SCIENCE AND ENGINEERING FAIR AGREES:

- To keep science fair projects on display through 5:00 PM on Sunday - April 26, 2015.
- To allow Imaginology attendees to walk through and view science fair displays/projects throughout entire April 24-26, 2015 Imaginology Event.

### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. One (1) banner in front of Huntington Beach Building will be provided through OCFEC at no cost to OCSEF.

Renter must use OCFEC Creative Services artwork specifications if creating additional banners for the Huntington Beach Building.

### IN-KIND TRADE

See Exhibit D

### MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

### PARKING

Parking buyout total at \$7.00 per vehicle to be determined.

### FUTURE TERMS

2016 rental terms and agreement subject to change.

REVIEWED \_\_\_\_\_

DATE March 20, 2015

FAIRTIME

INTERIM XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Leisure World Elks hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 17 - 19, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Leisure World Elks - Trailer Rally**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  

**\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before April 19, 2015. All campers must provide proof of insurance on or before April 17, 2015.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the 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.

**Leisure World Elks**  
**1331 Pelhan, #671**  
**Seal Beach, CA 90740**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Pat Chovanec, Wagon Master**

**Title: Sharon Augenstern, Chief Financial Officer**

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Vital Link hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 20 - 27, 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:

**Vital Link/Imaginology**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Payment - \$2,631.75**

**In-Kind Trade - \$34,278.00**

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees 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.

**Vital Link**  
**15401 Redhill Avenue, Suite F**  
**Tustin, CA 92780**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Kathy Johnson, President**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Vital Link/Imaginology  
 Contact Person: Kathy Johnson  
 Event Dates: 04/24/2015 - 04/26/2015

Contract No: R-088-15  
 Phone: (949) 646-2520  
 Hours: Friday: 9:00 AM - 3:00 PM  
 Saturday: 10:00 AM - 5:00 PM  
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 1,000

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Costa Mesa Building (#10)	04/20/2015 07:30 AM - 10:00 PM	Move In	2,000.00*
Santa Ana Pavilion (Parade of Products)	04/20/2015 07:30 AM - 10:00 PM	Move In	800.00*
<b>Tuesday</b>			
Costa Mesa Building (#10)	04/21/2015 07:30 AM - 10:00 PM	Move In	2,000.00*
Santa Ana Pavilion (Parade of Products)	04/21/2015 07:30 AM - 10:00 PM	Move In	800.00*
<b>Wednesday</b>			
Costa Mesa Building (#10)	04/22/2015 07:30 AM - 10:00 PM	Move In	2,000.00*
Santa Ana Pavilion (Parade of Products)	04/22/2015 07:30 AM - 10:00 PM	Move In	800.00*
<b>Thursday</b>			
Costa Mesa Building (#10)	04/23/2015 07:30 AM - 10:00 PM	Move In	2,000.00*
Santa Ana Pavilion (Parade of Products)	04/23/2015 07:30 AM - 10:00 PM	Move In	800.00*
VIP Lunch Area (Grass area north of Costa Mesa Building)	04/23/2015 01:30 PM - 06:00 PM	Event	No Charge
<b>Imaginology</b>			
<b>Friday</b>			
Costa Mesa Building (#10)	04/24/2015 09:00 AM - 03:00 PM	Event	4,000.00*
Santa Ana Pavilion (Parade of Products)	04/24/2015 09:00 AM - 03:00 PM	Event	1,600.00*
<b>Saturday</b>			
Costa Mesa Building (#10)	04/25/2015 10:00 AM - 05:00 PM	Event	4,000.00*
Santa Ana Pavilion (Parade of Products)	04/25/2015 10:00 AM - 05:00 PM	Event	1,600.00*
<b>Sunday</b>			
Costa Mesa Building (#10)	04/26/2015 10:00 AM - 05:00 PM	Event	4,000.00*
Santa Ana Pavilion (Parade of Products)	04/26/2015 10:00 AM - 05:00 PM	Event	1,600.00*
Park Plaza	04/26/2015 10:00 AM - 04:00 PM	Event	1,200.00*
<b>Monday</b>			
Costa Mesa Building (#10)	04/27/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	04/27/2015 08:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	04/27/2015 08:00 AM - 12:00 PM	Move Out	No Charge

- Move out must be completed by 12:00 Noon on Monday - April 27, 2015.

\* See In-kind Trade Details on Exhibit D

\*Imaginology In-Kind Trade: 29,200.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Vital Link				
Dumpster (VIP Lunch)	Estimate 3	3.00 EA	18.00 EA	54.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift (Banner)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Wi-Fi Access - 1 Day	TBD	TBD EA	7.00 EA	TBD
Wi-Fi Access - 3 Day	TBD	TBD EA	15.00 EA	TBD



# EXHIBIT A

## Event Information

			<b>Vital Link Total:</b>	<b>654.00</b>
<b>Imaginology</b>				
Chair	TBD	TBD EA	2.50 EA	TBD*
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00*
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00*
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00*
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00*
Public Address System ( <i>Per Building</i> )	04/24/2015 - 04/26/2015	1.00 EA	75.00 EA/DAY	225.00*
Stanchion	TBD	TBD EA	5.00 EA	TBD*
Sweeper ( <i>In-House</i> )	Estimate 5 Hours	5.00 HR	75.00 HR	375.00*

**\*Imaginology In-Kind Trade: 1,565.00**

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Vital Link</b>				
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant ( <i>Banners</i> )	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
<b>Event Day</b>	<b>VIP Luncheon</b>			
Grounds Attendant	04/23/2015 12:30 PM - 07:00 PM	1.00 EA	19.50 HR	126.75
Janitorial Attendant	04/23/2015 12:30 PM - 07:00 PM	2.00 EA	19.50 HR	253.50

**Vital Link Total: 477.75**

### Imaginology

#### Event Operations

##### Set Up

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 3 Hours	3.00 HR	47.50 HR	142.50*
Grounds Attendant	04/24/2015 08:00 AM - 03:00 PM	1.00 EA	19.50 HR	136.50*
Janitorial Attendant	04/24/2015 08:00 AM - 03:00 PM	2.00 EA	19.50 HR	273.00*
Electrician	04/24/2015 08:00 AM - 03:00 PM	TBD EA	47.50 HR	TBD*
Grounds Attendant	04/25/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00*
Janitorial Attendant	04/25/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00*
Electrician	04/25/2015 09:00 AM - 05:00 PM	TBD EA	47.50 HR	TBD*
Grounds Attendant	04/26/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00*
Janitorial Attendant	04/26/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00*
Electrician	04/26/2015 09:00 AM - 05:00 PM	TBD EA	47.50 HR	TBD*

##### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00*
Grounds Attendant	Estimate 7 Hours	7.00 HR	19.50 HR	136.50*
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*

#### Event Sales & Services

<b>Imaginology</b>				
Event Coordinator	04/24/2015 08:00 AM - 03:00 PM	1.00 EA	40.00 HR	280.00*
Event Coordinator	04/25/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*
Event Coordinator	04/26/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00*

#### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00*
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**\*Imaginology In-Kind Trade: 3,513.00**

# EXHIBIT A

## Event Information

### Summary

#### OCFEC In-Kind Trade:

Facility Rental Total	\$29,200.00*
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,078.00*
<b>*In-Kind Trade Total:</b>	<b>\$34,278.00</b>

#### Vital Link

Estimated Equipment, Reimbursable Personnel and Services Total	\$1,131.75
Parking Buyout ( <i>VIP Luncheon</i> )	TBD
Refundable Deposit	\$1,500.00
<b>Vital Link Grand Total:</b>	<b>\$2,631.75</b>

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/20/2015	\$2,631.75
<b>Payment Total:</b>		<b>\$2,631.75</b>

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

#### BANNERS

All banner locations and sizes must be reviewed and approved by OCFEC. One (1) banner in Costa Mesa Building will be provided through OCFEC Marketing Trade at no cost to Vital Link.

#### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

#### IN-KIND TRADE

See Exhibit D

#### MARKETING

All marketing must be coordinated with and approved by OCFEC Communications and Marketing Departments.

#### PARKING BUYOUT

Vital Link will be responsible for VIP Reception parking buyout at \$7.00 per vehicle. A final count of attendees must be submitted by April 20, 2015. Payment is due by no later than April 23, 2015.

#### VITAL LINK AGREES:

To allow Imaginology attendees to walk through and view exhibits throughout the April 24-26, 2015 Imaginology Event.

\_\_\_\_\_  
Title: Kathy Johnson, President

\_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

DATE March 20, 2015

FAIRTIME

INTERIM XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Tapia Brothers Co. hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**March 24 - 25, 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:

**Tapia Brothers Food Expo**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$24,270.00**

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.

**Tapia Brothers Co.**  
**6067 District Boulevard**  
**Maywood, CA 90270**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Erik Tapia, Vice President of Sales

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Tapia Brothers Food Expo  
 Contact Person: Mario Viramontes  
 Event Date: 03/25/2015

Contract No: R-089-15  
 Phone: (559) 495-3300  
 Hours: 10:00 AM - 4:00 PM  
 8:30 AM VIP Walk Through

Admission Price: Trade Show

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,000

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Tuesday</b>			
The Hangar	03/24/2015 06:00 AM - 11:59 PM	Move In	1,600.00
<b>Wednesday</b>			
The Hangar	03/25/2015 10:00 AM - 04:00 PM	Event	3,200.00

-Move out must be completed by 11:59 PM on Wednesday - March 25, 2015 to avoid additional charges. Total: 4,800.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
17.5 MB Internet - Static IP	03/24/2015 - 03/25/2015	1.00 EA	175.00 EA/DAY	350.00
40 Yard Dumpster	Estimate 1	1.00 EA	129.00 EA	129.00
50 Amp Drop	Estimate 2	2.00 EA	70.00 EA	140.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
400 Amp Drop	Estimate 1	1.00 EA	720.00 EA	720.00
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Marquee Board	03/25/2015	1.00 DAY	65.00 DAY	65.00
Picnic Table (Round or Rectangle)	Estimate 15	15.00 EA	15.00 EA	225.00
Portable Electronic Message Board	03/25/2015	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	03/24/2015 - 03/25/2015	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours (Based on Electrical Layout)	2.00 HR	75.00 HR	150.00
Signage Pole	TBD	TBD EA	75.00 EA	TBD
Sweeper (In House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Tonnage Weight (40 Yard Dumpster)	Estimate Only	1.00 TON	48.00 TON	48.00
Trussing Unit	TBD	TBD EA	200.00 EA	TBD
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	03/24/2015 - 03/25/2015	1.00 EA	50.00 EA/DAY	100.00
Wireless Internet Router	03/24/2015 - 03/25/2015	1.00 EA	75.00 EA/DAY	150.00
<b>Total:</b>				<b>4,802.00</b>

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	03/24/2015 01:00 PM - 07:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	03/24/2015 01:00 PM - 07:00 PM	1.00 EA	19.50 HR	117.00
Janitorial Attendant	03/24/2015 01:00 PM - 07:00 PM	4.00 EA	19.50 HR	468.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Day</b>				
Grounds Attendant Lead	03/25/2015 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	03/25/2015 06:00 AM - 07:00 PM	2.00 EA	19.50 HR	507.00
Janitorial Attendant	03/25/2015 06:00 AM - 02:00 PM	8.00 EA	19.50 HR	1,248.00
Janitorial Attendant	03/25/2015 02:00 PM - 07:00 PM	8.00 EA	19.50 HR	780.00
Electrician	03/25/2015 06:00 AM - 05:00 PM	1.00 EA	47.50 HR	522.50
Plumber	TBD	TBD HR	47.50 HR	TBD

# EXHIBIT A

## Event Information

<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/25/2015 06:00 AM - 05:00 PM	1.00 EA	40.00 HR	440.00
<b>Parking</b>				
<b>Set Up</b>				
Parking Attendant Lead	03/24/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	03/24/2015 Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<b>Safety &amp; Security</b>				
Security Attendant - Overnight	03/24/2015 10:00 PM - 03/25/2015 06:00 AM	1.00 EA	19.50 HR	156.00
Security Attendant - Beer Garden	03/25/2015 10:00 AM - 04:30 PM <i>(Serving of Alcohol concludes at 3:30 PM)</i>	2.00 EA	19.50 HR	253.50
<b>Technology</b>				
Technology Attendant	Flat Fee <i>(Audio Configuration)</i>	1.00 EA	100.00 EVT	100.00
Technology Attendant	Estimate 2 Hours <i>(Internet)</i>	2.00 HR	37.50 HR	75.00
<b>Outside Service</b>				
Event Medical Services	03/25/2015 08:00 AM - 05:00 PM	2.00 EA	20.00 HR	360.00
State Fire Marshal	Estimate Only <i>(Plan Review and/or Site Inspection)</i>	2.00 HR	263.00 HR	526.00
<b>Total:</b>				<b>7,668.00</b>

### Summary

Facility Rental Total	\$4,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,470.00
Parking Buyout - Attendees <i>(600 vehicles @ \$7.00 EA)</i>	4,200.00
Parking Buyout - Vendors <i>(200 vehicles @ \$4.00 EA)</i>	800.00
Refundable Deposit	\$2,000.00
<b>Grand Total:</b>	<b>\$24,270.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/24/2015	\$24,270.00
<b>Total:</b>		<b>\$24,270.00</b>
<b>Payment Total:</b>		<b>\$24,270.00</b>

Please Remit Payment in **\*Check Only\***  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OVATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 4C's hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 15 - 17, 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:

**4C's - Trailer Rally**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before May 17, 2015. All campers must provide proof of insurance on or before May 15, 2015.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

4C's  
5418 Mezzanine Way  
Long Beach, CA 90808

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: John Valencia, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Center for Transportation Safety LLC hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**February 27, 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:

**Johnson & Johnson Behind the Wheel**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$3,812.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Center for Transportation Safety LLC  
5700 East 65<sup>th</sup> Avenue, Unit I  
Commerce City, CO 80022**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Matt Dean, Finance Manager**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Johnson & Johnson Behind the Wheel  
 Contact Person: Christina Licata  
 Event Dates: 02/27/2015

Contract No: R-091-15  
 Phone: (303) 227-0136 x231  
 Hours: 8:00 AM - 5:00 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*)

Projected Attendance: 30

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Parking Lot I	02/27/2015 08:00 AM - 05:00 PM	Event	1,700.00
The Hangar Meeting Room	02/27/2015 08:00 AM - 05:00 PM	Event	375.00

-Move out must be completed by 11:59 PM on Friday - February 27, 2015 to avoid additional charges. **Total: 2,075.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair ( <i>Individual</i> )	Estimate 25	25.00 EA	2.50 EA	62.50
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Folding Table	Estimate 5	5.00 EA	15.00 EA	75.00

Any requests for equipment not listed on this agreement will result in additional charges. **Total: 173.50**

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Event Day</b>				
Janitorial Attendant	02/27/2015 Estimate 2 Hours in the AM	2.00 EA	19.50 HR	78.00
Janitorial Attendant	02/27/2015 Estimate 2 Hours in the PM	2.00 EA	19.50 HR	78.00
<b>Clean Up</b>				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Parking</b>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00

Any requests for personnel not listed on this agreement will result in additional charges. **Total: 354.00**

### Summary

Facility Rental Total	\$2,075.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$527.50
Parking Buyout	\$210.00
Refundable Deposit	\$1,000.00
<b>Grand Total:</b>	<b>\$3,812.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/20/2015	\$3,812.50
<b>Total:</b>		<b>\$3,812.50</b>
<b>Payment Total:</b>		<b>\$3,812.50</b>

Please Remit Payment in \*Check Only\*  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.



# EXHIBIT A

## Event Information

### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

### CENTER FOR TRANSPORTATION SAFETY LLC AGREES:

- 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 Parking Lot I and/or of OCFEC property will be itemized and invoiced.
- 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 Renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.

DRAFT

REVIEWED \_\_\_\_\_

DATE **March 20, 2015**

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Morpace 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

**March 27 - 30, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**CUV Automotive Clinic**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$19,416.50**

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.

**Morpace Inc.**  
7700 Irvine Center Drive, Suite #660  
Irvine, CA 92618

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Lori Dreyer, Research Director**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Morpace Inc. - CUV Automotive Clinic  
 Contact Person: Lori Dreyer  
 Event Dates: 03/28/15 - 03/30/15

Contract No: R-096-15  
 Phone: (949) 453-2555 x226  
 Hours: 7:00 AM - 7:00 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*)

Projected Attendance: 300

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b> The Hangar	03/27/2015 07:00 AM - 06:00 PM	Move In	1,600.00
<b>Saturday</b> The Hangar	03/28/2015 07:00 AM - 07:00 PM	Event	3,200.00
<b>Sunday</b> The Hangar	03/29/2015 07:00 AM - 07:00 PM	Event	3,200.00
<b>Monday</b> The Hangar	03/30/2015 07:00 AM - 07:00 PM	Event	3,200.00

-Move out must be completed by 11:59 PM on Monday - March 30, 2015 to avoid additional charges.

Total: 11,200.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet Connection	03/27/2015 - 03/30/2015	1.00 EA	125.00 EA/DAY	500.00
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper ( <i>In-House</i> )	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Total: 1,829.00

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b><u>Event Operations</u></b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
<b>Event Day</b>				
Janitorial Attendant	03/28/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	03/28/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	03/29/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	03/29/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	03/30/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	03/30/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
<b>Parking</b>				
Parking Attendant Lead	03/27/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	03/28/2015 06:00 AM - 05:00 PM	2.00 EA	19.50 HR	429.00
Parking Attendant	03/29/2015 06:00 AM - 04:00 PM	2.00 EA	19.50 HR	390.00
<b>Outside Service</b>				
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00

# EXHIBIT A

## Event Information

Total: 2,787.50

## Summary

Facility Rental Total	\$11,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,616.50
Parking Buyout (300 vehicles at \$7.00 each)	\$2,100.00
Refundable Deposit	\$1,500.00

Grand Total: \$19,416.50

## Payment Schedule

### Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
03/13/2015	\$19,416.50

Total: \$19,416.50

Payment Total: \$19,416.50

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OVATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

REVIEWED \_\_\_\_\_

DATE March 20, 2015

FAIRTIME

INTERIM

XX

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Grilled Cheese Truck hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**January 1, 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 Grilled Cheese Truck**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**The Grilled Cheese Truck**  
**12923 South Budlong Avenue**  
**Gardena, CA 90247**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Barry Fogel**

**Title: Sharon Augenstein, Chief Financial Officer**

AGREEMENT: FT-002-15  
DATED: March 20, 2015  
WITH: The Grilled Cheese Truck  
PHONE: (323) 522-3418  
EMAIL: regan@thegrilledcheesetruck.com

## 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Waffle-icious hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from  

**January 1, 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:  

**Waffle-icious**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Waffle-icious  
 16611 Busby Lane  
 Huntington Beach, CA 92647

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Bonfa

Title: Sharon Augenstein, Chief Financial Officer

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

## RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Baby's Badass 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:  

Baby's Badass 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.

**Baby's Badass Burgers**  
 15555 Huntington Village Lane, #233  
 Huntington Beach, CA 92647

**32<sup>nd</sup> District Agricultural Association**  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: JR Cifrese

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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Slummin' Gourmet 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 Slummin' Gourmet**

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 Slummin' Gourmet**  
**20510 Earlgate Street**  
**Diamond Bar, CA 91789**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Angie Lin**

**Title: Sharon Augenstein, Chief Financial Officer**

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Me So Hungry 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:  
**Me So Hungry**
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.

**Me So Hungry**  
1471 West Lambert Road  
La Habra, CA 90631

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Harrold

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: FT-020-15  
DATED: March 20, 2015  
WITH: Me So Hungry  
PHONE: (714) 390-2263  
EMAIL: mharrold@mesohungrytruck.com

## 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
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- 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and TJ's Wood Fire Pizza hereinafter, called the 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:

**TJ's Wood Fire Pizza**

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.

**TJ's Wood Fire Pizza**  
**6 Wood Barn Road**  
**Ladera Ranch, CA 92694**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Tim Gonzales**

**Title: Sharon Augenstein, Chief Financial Officer**

AGREEMENT: FT-022-15  
DATED: March 20, 2015  
WITH: TJ's Wood Fire Pizza  
PHONE: (949) 697-9311  
EMAIL: info@tjwoodfirepizza.com

## 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Jogasaki Burrito hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**January 1, 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:

**Jogasaki Burrito**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Jogasaki Burrito**  
25627 ¼ Eshelman Avenue  
Lomita, CA 90717

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Michael Harrold**

**Title: Sharon Augenstein, Chief Financial Officer**

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and MexiCalbi 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:  

**MexiCalbi**
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.

**MexiCalbi**  
 P.O. Box 26066  
 Anaheim, CA 92825

**32<sup>nd</sup> District Agricultural Association**  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Danielle Murcia

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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Frijolitos Mobile Coffee 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:

**Frijolitos Mobile Coffee**

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.

**Frijolitos Mobile Coffee**  
17770 Plumtree Lane  
Yorba Linda, CA 92886

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Priscilla Cerda**

**Title: Sharon Augeustein, Chief Financial Officer**

AGREEMENT: FT-035-15  
DATED: March 20, 2015  
WITH: Frijolitos Mobile Coffee  
PHONE: (562) 822-3363  
EMAIL: frijolitosmobilecoffee@yahoo.com

## 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and We Heart Froyo 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:  

**We Heart Froyo**
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.

**We Heart Froyo**  
 1529 Alamitos Avenue  
 Long Beach, CA 90813

**32<sup>nd</sup> District Agricultural Association**  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Leroy Chhun

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: FT-046-15  
DATED: March 20, 2015  
WITH: We Heart Froyo  
PHONE: (562) 338-2087  
EMAIL: Leroyc562@gmail.com

## 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

### **\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Belly BombZ 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:  

**Belly BombZ**
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.

**Belly BombZ**  
 918 South Oxford Avenue, #321  
 Los Angeles, CA 90006

**32<sup>nd</sup> District Agricultural Association**  
 88 Fair Drive  
 Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Youngho Yoo

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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
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 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and StuffNit Burgers LLC hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**January 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:

**StuffNit Burgers LLC**

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.

**StuffNit Burgers LLC**  
**525 Victoria Street, Unit 100**  
**Costa Mesa, CA 92627**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Jeffrey Lum**

**Title: Sharon Angenstein, 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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The Buffalo 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 Buffalo 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 Buffalo Truck**  
426 20th Street, Apt. #1  
Huntington Beach, CA 92648

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Salvatore Search

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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 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 \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Coconut 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 Coconut 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 Coconut Truck  
21971 Calderas  
Mission Viejo, CA 92691**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Chad Aldrich**

**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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto:rwachner@ocfair.com) if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below\*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below\*\*).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

**\*\*TENTATIVE SCHEDULE OF PLANNED 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



**OC FAIR & EVENT CENTER  
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS  
As of February 28, 2015**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	03212031	09/14/12	New Ovations Kitchen - Inspection	CFFA	\$3,850.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Phase I - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Phase I - 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	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	Pacific Amphitheatre 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
<b>New</b>					
<b>Revision/Amendment</b>					

# **New Joint Powers Authority Agreements**

**February 2015**

**None**

# **Joint Powers Authority**

**Invoices Paid in February 2015**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76078  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/30/2015 Amount: \$122.50

Vendor Name: BYER GEOTECHNICAL, INC.

Invoice No.: 41983

Invoice Date: 11/18/2014

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

B. E.  
Project Manager

By E.  
Construction Manager

Cinda Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee

November 18, 2014

**INVOICE FOR PROFESSIONAL SERVICES**

Remit to:

**BYER GEOTECHNICAL, INC.**

1461 E. Chevy Chase Drive, Suite 200 ; Glendale, California 91206  
818-549-9959 F: 818-543-3747  
Tax I.D. #26-4208017

Orange County Fair & Event Center  
California Fairs Finance Authority  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815  
Attention: David Freese

Invoice # 41983  
BG 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

WORK PERFORMED: Preparation of "Addendum Geotechnical Engineering Exploration Report, Plaza Area Subgrade Preparation, Pacific Amphitheater, 100 Fair Drive, Costa Mesa, California," dated November 18, 2014.

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/18/2014	HH	Addendum Preparation, Project Geologist	0.50	150.00/hr	\$75.00
	RIZ	Addendum Review, Chief Geotechnical Engineer	0.25	190.00/hr	\$47.50
Total from current billing period				0.75	\$122.50

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76078  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/30/2015 Amount: \$400.00

Vendor Name: BYER GEOTECHNICAL, INC.

Invoice No.: 42002

Invoice Date: 11/14/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

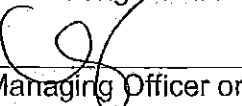
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

November 14, 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 # 42002  
BG 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

**WORK PERFORMED:**

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/10/2014		Compaction Testing - Fill Control, Engineering Technician	4.00	100.00/hr	\$400.00
Total from current billing period				4.00	\$400.00

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



BYER GEOTECHNICAL, INC.

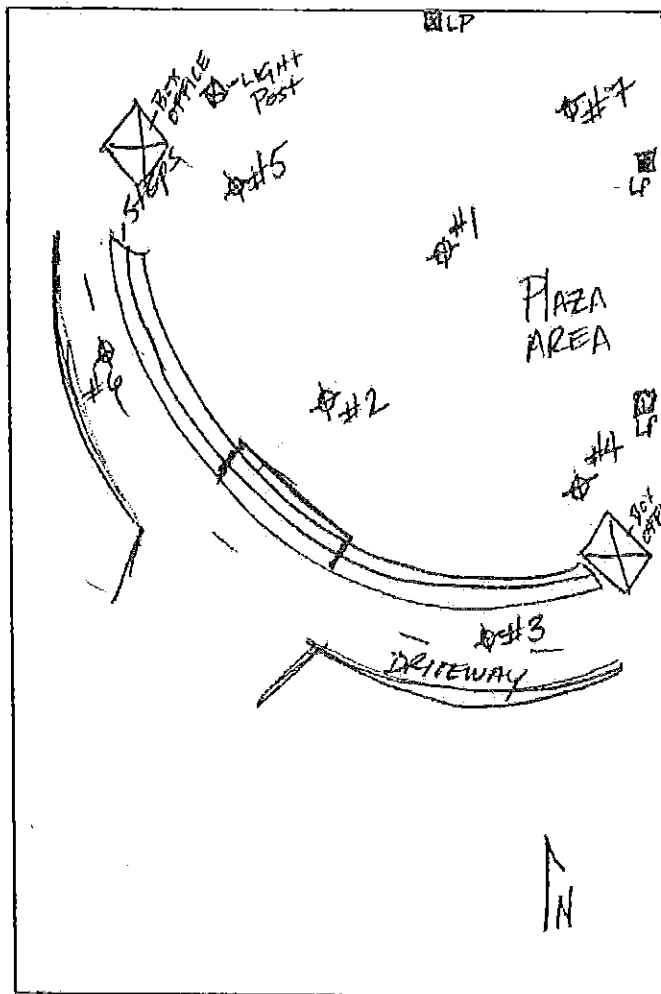
### NOTICE OF FIELD OBSERVATION

CLIENT: CC FAIR GROUND DATE: 10/10/14 ARRIVAL TIME: 8:30 AM  
 BG: 21695 LOCATION: COSTA MESA - ORANGE COUNTY FAIR  
 REQUESTED BY: DAVID FREESE MET WITH: CHRISTY & DAVE  
 SPECIAL CONDITIONS: CLAUDE ~ 60°F

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: IN-SITUE MOISTURE FOR PLAZA.

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



-ARRIVED ONSITE TO DETERMINE IN-SITUE MOISTURE ON SOIL @ PLAZA AREA.

-TESTS LOCATIONS WERE TESTED FROM A DEPTH OF 4-10" BELOW GRADE.

RESULTS ARE AS FOLLOWS

- #1 - 7.10%
- #2 - 10.31%
- #3 - 8.03%
- #4 - 8.71%
- #5 - 7.48%
- #6 - 10.52%
- #7 - 6.54%

ADDITIONAL SITE VISIT(S):       REQUIRED FOR: \_\_\_\_\_       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC. (2 HOUR MINIMUM CHARGE) HOURS: 3 4

NOTICE LEFT WITH: CHRISTY KRISTE LAMMING INITIALS: JOLF



**Cindy Fisher**

---

**From:** David Freese  
**Sent:** Wednesday, January 21, 2015 8:57 AM  
**To:** Cindy Fisher  
**Subject:** Re: Pacific Amphitheatre PhII

Cindy  
These are approved.

DFreese

On Jan 16, 2015, at 4:09 PM, Cindy Fisher <[cfisher@cfsa.org](mailto:cfisher@cfsa.org)> wrote:

Hi David,

Can you approve these invoices and I will submit to OC?

Thank you.

**From:** Connie Juarez [<mailto:CJuarez@ByerGeo.com>]  
**Sent:** Friday, January 16, 2015 12:53 PM  
**To:** Cindy Fisher; Maria Barrios  
**Cc:** David Freese; CFFAaccounting  
**Subject:** RE: Pacific Amphitheatre PhII

*Byer*  
11/14/2014 # 42002 \$ 400  
11/18/2014 # 41983 \$ 122.50  
1/9/2015 # 42206 \$ 712.50

Hi Cindy,

Attached are the outstanding invoices, total balance due \$1235.00. Feel free to call/email should you need additional information.

Best regards,

**From:** Cindy Fisher [<mailto:cfisher@cfsa.org>]  
**Sent:** Friday, January 16, 2015 12:18 PM  
**To:** Connie Juárez; Maria Barrios  
**Cc:** David Freese; CFFAaccounting  
**Subject:** Pacific Amphitheatre PhII

Hi Connie & Maria,

Could you confirm invoice #41947 \$245 is the last invoice for the Pac Amp project at Orange County and that there are no outstanding invoices on this project?

*Thank you,*  
*Cindy*

CFFA Accounting



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76078  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/30/2015 Amount: \$712.50

Vendor Name: BYER GEOTECHNICAL, INC.

Invoice No.: 42206

Invoice Date: 01/09/2015

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

Ben E  
Project Manager

Ben E  
Construction-Manager

Cindy Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee

January 09, 2015

**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 # 42206  
BG 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

**WORK PERFORMED:**

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/17/2014	HH	Consultation with Architect Regarding Subdrain, Project Geologist	0.25	150.00/hr	\$37.50
12/5/2014	HH	Consultation with Client and Architect, Project Geologist	0.50	150.00/hr	\$75.00
1/9/2015	HH	Observation of Footings and Ramp Subgrade, Project Geologist	4.00	150.00/hr	\$600.00
Total from current billing period				4.75	\$712.50

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



BYER GEOTECHNICAL, INC.

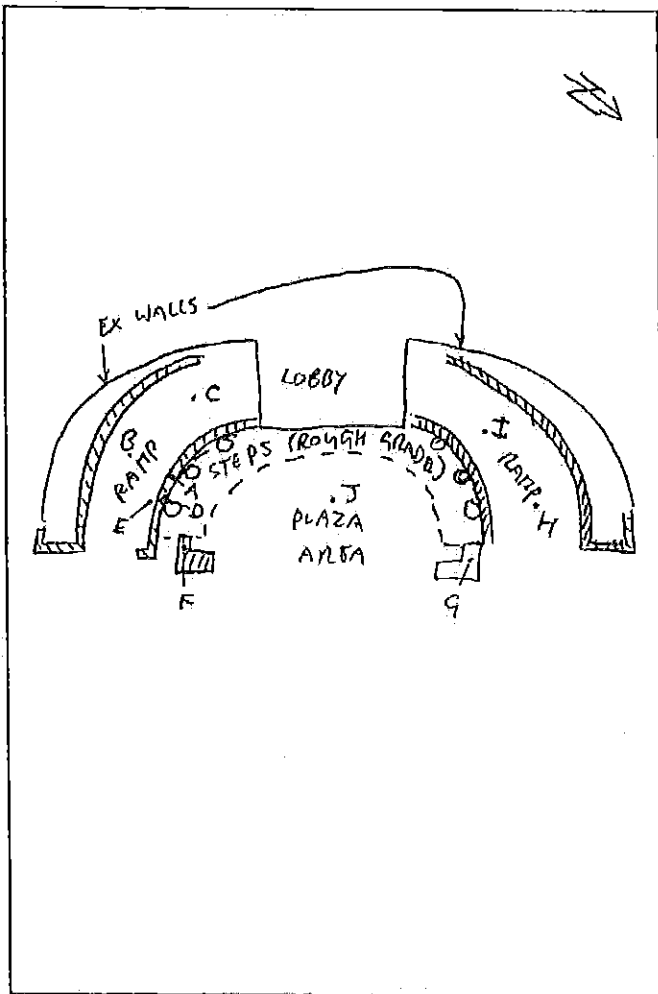
# NOTICE OF FIELD OBSERVATION

CLIENT: CCFA / OC FAIR DATE: 1/9/15 ARRIVAL TIME: 10 AM  
 BG: 21695 LOCATION: 100 FAIR DRIVE, COSTA MESA  
 REQUESTED BY: KHRISTY MET WITH: KHRISTY  
 SPECIAL CONDITIONS: \_\_\_\_\_

(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: BOTTOM FOR LANDSCAPE WALL FOOTINGS & MOISTURE ON RAMPS - IN PLAZA AREA.

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



FOOTING BOTTOMS SHOWN ON SKETCH EXPOSE FIRM COMPACTED FILL AND ARE APPROVED ~~FROM~~ FROM GEOTECHNICAL STAND POINT.

RAMP AREAS WERE TESTED FOR MOISTURE CONTENT.

TEST	% MOISTURE
B	14.3 <del>14.3</del>
C	15.6 <del>15.6</del>
E	16.4
H	16.7
I	16.5
J	14.8

120% OF OPTIMUM MOISTURE = 16%.

ADDITIONAL SITE VISIT(S):  REQUIRED FOR: CEMENT TREATMENT       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC. HANS HOON COG 2044 DDP (2 HOUR MINIMUM CHARGE) HOURS: 4  
 NOTICE LEFT WITH: KHRISTY Kristy Cummings INITIALS: HH



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76079  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/16/2015 Amount: \$55,555.00

Vendor Name: CFFA

Invoice No.: 1640

Invoice Date: 01/15/2015

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

*Buy*  
Project Manager

*Buy*  
Construction Manager

*C. Fisher*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1640  
Invoice Date: 1/15/2015  
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 2nd of 4 admin fee Installments - settlement agreement	55,555.00
	<b>\$55,555.00</b>

*Thank you for your business!*

Questions: [CFFAccounting.org](http://CFFAccounting.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 #: 76079  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/22/2015 Amount: \$4,006.09

Vendor Name: CFFA

Invoice No.: 1642

Invoice Date: 12/31/2014

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 receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tibbale 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: 1642  
Invoice Date: 12/31/2014  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Reno Phase II

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 13-031β Direct Costs Sept 2014 See Attached GL detail and invoices	4,006.09
	<u>\$4,006.09</u>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$4,006.09  
Sales Tax: 0.00  
Invoice Total: \$4,006.09



# General Ledger Detail

(9/1/2014 - 9/30/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Tuesday, January 20, 2015 9:41:40AM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>651-032-03213031-A                    Legal, 032, Pac Amp Phase II ,</b>							55,379.80
9/8/2014	Summarized AP Invoices	Invoices	AP-Invoice		2,267.00		
9/8/2014	Orbach Huff Suarez & Henderson LLP	Invoice: 69181	Legal 8/1-8/31 2014				2,267.00
<b>651-032-03213031-A                    Net:</b>					2,267.00	0.00	57,646.80
<b>664-032-03213031-A                    Travel-projects, 032, Pac Amp Phase</b>							25,503.19
9/18/2014	Summarized AP Invoices	Invoices	AP-Invoice		1,699.09		
9/18/2014	West America Bank	Invoice: 09/08/2014 flight	Southwest -Freese 5262441788022				309.20
9/18/2014	West America Bank	Invoice: 09/15/2014 flight	Southwest -Freese 5262441788581				282.20
9/18/2014	West America Bank	Invoice: 10/06/14 flight	Southwest -Freese 5262444345152 Change F				28.00
9/18/2014	West America Bank	Invoice: 8/27 Hotel	Best Western / Costa Mesa D. Freese				133.19
9/18/2014	West America Bank	Invoice: 8/27 Parking	Sac Airport- Freese				34.00
9/18/2014	West America Bank	Invoice: 9/18/2014 flight	Southwest - Freese 5262446647425 change				77.00
9/18/2014	West America Bank	Invoice: 9/22/14 flight	Southwest -Freese 526244648835 change f				49.00
9/18/2014	West America Bank	Invoice: 9/22/2014 flight	Southwest -Freese 5262441789075				324.20
9/18/2014	West America Bank	Invoice: 9/29/2014 flight	Southwest - Freese 5262441789577				237.20
9/18/2014	West America Bank	Invoice: 9/9 flight	Southwest-M.Sellens 5262443683435				225.10
9/18/2014	West America Bank	Invoice: 9/9 Credit	Southwest - B. Eubanks 5262443949695				450.20
9/18/2014	West America Bank	Invoice: 9/9 Flight	Southwest - B. Eubanks 5262443949695-see				450.20
<b>664-032-03213031-A                    Net:</b>					1,699.09	0.00	27,202.28
<b>668-032-03213031-A                    Misc Expense-Project, 032, Pac Amp</b>							1,154.64
9/29/2014	Summarized AP Invoices	Invoices	AP-Invoice		40.00		
9/29/2014	American Reprographics Company Bidcaster	Invoice: 7719984	Pac Amp II Monthly User Fee-Sept 2014, Planwell and				40.00
<b>668-032-03213031-A                    Net:</b>					40.00	0.00	1,194.64
<b>\$ Grand Totals</b>							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		82,037.63	4,006.09		4,006.09	0.00	86,043.72
<b>\$ Trial Balances</b>							
			Prior:		82,037.63	0.00	82,037.63
			Activity:		4,006.09	0.00	4,006.09
			Ending:		86,043.72	0.00	86,043.72

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

total  
267  
121  
751 - 117.00

California Pairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA  
95815

September 8, 2014

Attention: David Freese

Inv #: 69181

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
08-01-14	1600		0.40	\$230.00	92.00
08-05-14	1597		2.00	\$230.00	460.00
	1600		0.20	\$230.00	46.00
08-06-14	1597		1.60	\$230.00	368.00

COPY

Invoice #: 69181

Page 2

September 8, 2014

08-07-14 1597

0.40 \$230.00 92.00

08-12-14 1597

0.60 \$230.00 138.00

08-13-14 1597

1.60 \$230.00 368.00

08-15-14 1597

0.20 \$230.00 46.00

08-25-14 1597

0.50 \$230.00 115.00

08-26-14 1597

0.50 \$230.00 115.00

08-27-14 1597

0.20 \$230.00 46.00

08-28-14 1597

0.30 \$230.00 69.00

08-29-14 1597

1.30 \$230.00 299.00

Invoice #: 69181

Page 3

September 8, 2014

Totals 10.30 \$2,361.50

DISBURSEMENTS

Aug-31-14 Photocopies 16 @ 0.25 4.00  
Photocopies 29 @ 0.25 7.25  
Photocopies 7 @ 0.25 1.75

Totals \$13.00

Total Fees and Disbursements \$2,374.50

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597		9.20	\$230.00	\$2,116.00
1600		0.60	\$230.00	\$138.00
1613		0.50	\$215.00	\$107.50

cc. 2,367  
of 107,500

OK TO P...  
B... 9-12-14

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, August 27, 2014 1:11 PM  
**To:** David Freese  
**Subject:** Flight reservation (FA9X9N) | 08SEP14 | SMF-SNA | Freese/David

You're all set for your trip!

*PAc AMP*

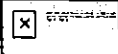


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**Ready for takeoff!**



 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 09/08/14 - Orange County

 **AIR Itinerary**

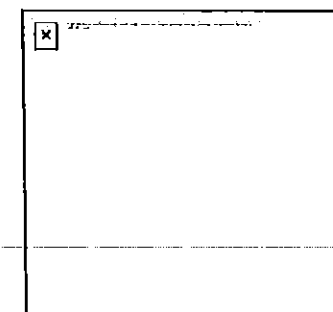
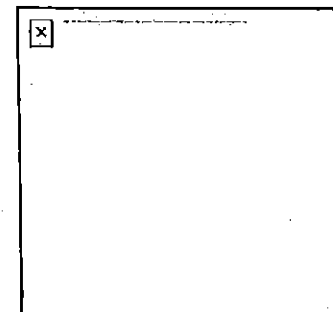
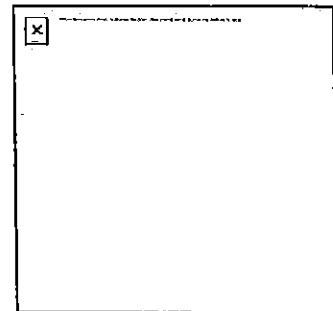
**AIR Confirmation:** FA9X9N

Confirmation Date: 08/27/2014

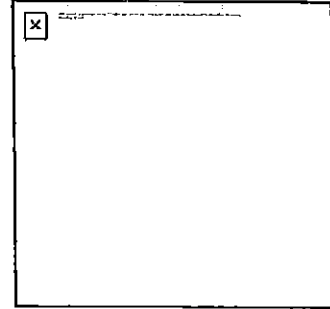
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262441788022	Aug 27, 2015	1568

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 Sep 8	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Fri Sep 12	3488	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:45 PM



Arrive in SACRAMENTO, CA (SMF) at 5:05 PM  
Travel Time 1 hrs 20 mins  
Wanna Get Away



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**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.

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Air Cost: 309.20

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.

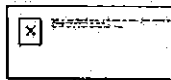
Fare Rule(s): 5262441788022: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA136.74OLNCPNR WN SMF124.65OLNUPNR 261.39 END ZPSMFSNA  
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our  
Boarding Process



Get EarlyBird  
Check-In® Details

### Cost and Payment Summary

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AIR : FA9X9N

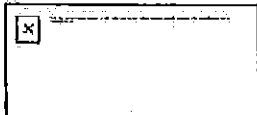
Base Fare	\$ 261.39	<b>Payment Information</b>
Excise Taxes	\$ 19.61	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Aug 27, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$309.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 309.20</b>	

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, August 27, 2014 1:12 PM  
**To:** David Freese  
**Subject:** Flight reservation (FTXXBT) | 15SEP14 | SMF-SNA | Freese/David

You're all set for your trip!

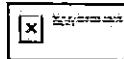
*Pre Arrive*



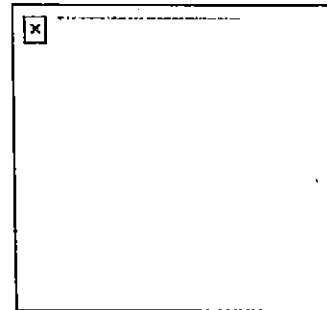
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**Ready for takeoff!**



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip:** 09/15/14 - Orange County



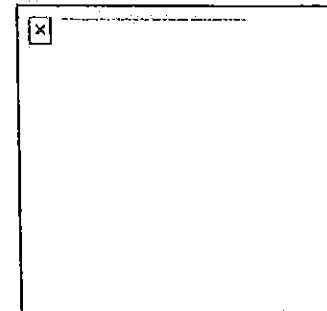
**AIR Itinerary**

**AIR Confirmation: FTXXBT**

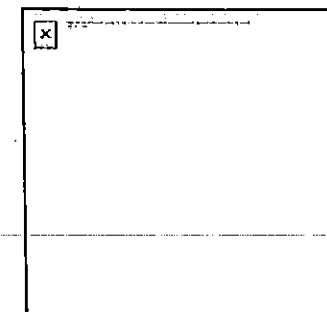
Confirmation Date: 08/27/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262441788581	Aug 27, 2015	1418

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.

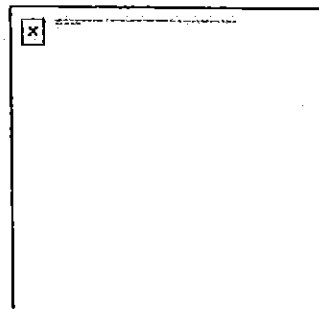


Date	Flight	Departure/Arrival
Mon Sep 15	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>



Fri Sep 19	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:45 PM
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Arrive in SACRAMENTO, CA (SMF) at 6:05 PM  
 Travel Time 1 hrs 20 mins  
 Wanna Get Away



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your 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.

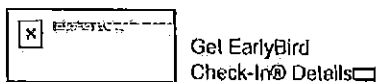
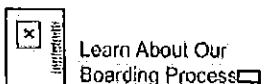
Air Cost: 282.20

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): 5262441788581: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA111.63MLNUPNR WN SMF124.65OLNUPNR 236.28 END ZPMSMFSNA  
 XF5SMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



**Cost and Payment Summary**

AIR FTXBT

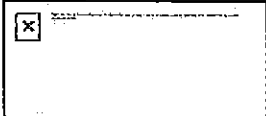
Base Fare	\$ 236.28	<b>Payment Information</b>
Excise Taxes	\$ 17.72	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Aug 27, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$282.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 282.20</b>	



**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Sunday, September 07, 2014 7:58 PM  
**To:** David Freese  
**Subject:** UPDATED flight reservation (FA9X9N) | 06OCT14 | SMF-SNA | Freese/David

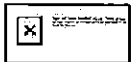
You're all set for your trip!



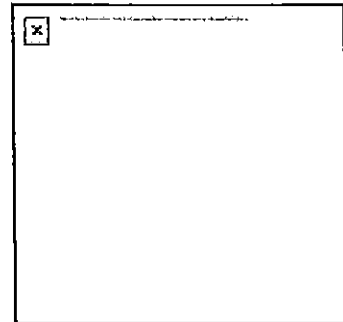
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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**Ready for takeoff!**



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip:** 09/08/14 - Orange County

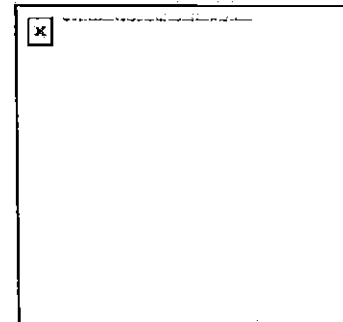


**AIR Itinerary**

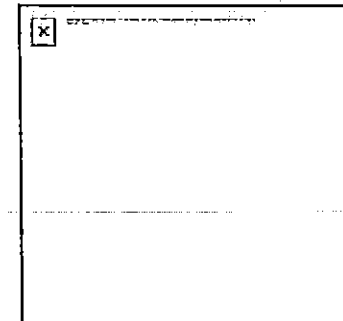
**AIR Confirmation: FA9X9N**

Confirmation Date: 09/7/2014

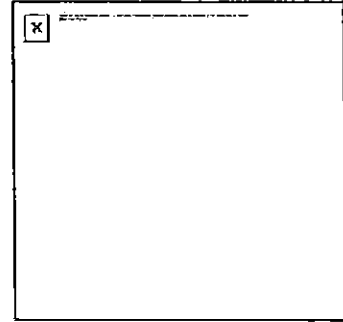
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262444345152	Aug 27, 2015	2510



Date	Flight	Departure/Arrival
Mon Oct 6	4126	Depart <b>SACRAMENTO, CA (SMF)</b> on Southwest Airlines at <b>06:05 AM</b> Arrive In <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at <b>07:30 AM</b> Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Fri Oct 10	3489	Depart <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> on Southwest Airlines at <b>3:45 PM</b> Arrive In <b>SACRAMENTO, CA (SMF)</b> at <b>5:05 PM</b> Travel Time 1 hrs 20 mins



Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

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- 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: 337.20

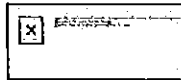
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262444345152: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.



Learn About Our Boarding Process



Get EarlyBird Check-In@ Details

**Cost and Payment Summary**

AIR - FA9X9N

Base Fare	\$ 287.45	<b>Payment information</b>
Excise Taxes	\$ 21.55	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Sep 7, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: <b>\$28.00</b>
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 337.20</b>	Payment Type: Ticket Exchange ✓
		Date: Sep 7, 2014
		Payment Amount: \$309.20

**Exchange Detail**

Aug 27, 2014 From ticket # 5262441788022 to ticket # 5262444345152

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

08/27/2014 07:00 AM  
 Loyalty Club: 6006637310286679 BASE

Room # 307-A

Registered To:

FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 78153  
 Arrival 08/26/14  
 Departure 08/27/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
08/26/14	DEPAL	RC	ROOM CHARGE			\$119.99
08/26/14	DEPAL	9	ROOM TAX			\$9.60
08/26/14	DEPAL	91	CITY BIA			\$3.60
08/27/14	DEPAL	VS	PAYMENT VISA/MC		0686 - 816290	\$133.19-
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

\_\_\_\_\_  
 Signature

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0600  
Card Type : Visa  
Authorization Code : 027273

Cashier : 13 Seq # 40581  
License Plate : NOPLATE  
Ent : 04:56 08/26/13 Lane 39  
Exit: 10:37 08/27/13 Lane 60  
Duration: 1D(s) 13H(s) 41M(s)  
Rate Code: 36 Shift: 138

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 34.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

2 Day(s) @\$17.00 = \$34.00

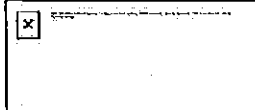
\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 26, 2014 3:45 PM  
**To:** David Freese  
**Subject:** CANCELLED flight reservation (FTXXBT) | 18SEP14 | SNA-SMF | Freese/David

Your reservation has been cancelled



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<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Your reservation has been cancelled.



**AIR Confirmation: FTXXBT**

Confirmation Date: 09/18/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join</a>	5282448647425	Aug 27, 2015 0	

Date	Flight	Departure/Arrival
Thu Sep 18	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 3:45 PM Arrive in SACRAMENTO, CA (SMF) at 12:00 AM, Next Day Travel Time 8 hrs 15 mins

*change fee  
return from 9/19 to 9/18*

Air Cost: 225.10

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

## Cost and Payment Summary

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AIR FTXXBT

Base Fare	\$ 196.28	<b>Payment Information</b>
Excise Taxes	\$ 14.72	Payment Type: Visa XXXXXXXXXXXXXXX0686
Segment Fee	\$ 4.00	Date: Sep 16, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$77.00
September 11th Security Fee	\$ 5.60	
<b>Total Air Cost</b>	<b>\$ 225.10</b>	Payment Type: Ticket Exchange
		Date: Sep 16, 2014
		Payment Amount: \$148.10

REFUND ON Sep 18, 2014 TO Visa  
XXXXXXXXXXXX0686 \$77.00

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### Useful Tools

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[Early Bird Check-In](#)  
[View/Share Itinerary](#)  
[Change Air Reservation](#)  
[Cancel Air Reservation](#)  
[Check Flight Status](#)  
[Flight Status Notification](#)  
[Book a Car](#)  
[Book a Hotel](#)

### Know Before You Go

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[Baggage Policies](#)  
[Suggested Airport Arrival Times](#)  
[Security Procedures](#)  
[Customers of Size](#)  
[In the Air](#)  
[Purchasing and Refunds](#)

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[Traveling with Children](#)  
[Traveling with Pets](#)  
[Unaccompanied Minors](#)  
[Baby on Board](#)  
[Customers with Disabilities](#)

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## Legal Policies & Helpful Information

[Privacy Policy](#)  
[Notice of Incorporated Terms](#)

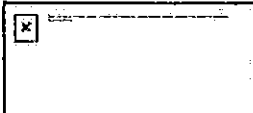
[Customer Service Commitment](#)  
[FAQs](#)

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**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 26, 2014 3:46 PM  
**To:** David Freese  
**Subject:** CANCELLED flight reservation (F9NXXB) | 22SEP14 | SMF-SNA | Freese/David

Your reservation has been cancelled



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Your reservation has been cancelled.

 **AIR Itinerary**

**AIR Confirmation: F9NXXB**

Confirmation Date: 09/18/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262446648835	Aug 27, 2015	2711

Date	Flight	Departure/Arrival
Mon Sep 22	4126	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Thu Sep 25	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 3:45 PM Arrive in SACRAMENTO, CA (SMF) at 6:05 PM Travel Time 1 hrs 20 mins <a href="#">Anytime</a>

Air Cost: 373.20

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): 5262446648835: 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. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA124.65OLNUPNR WN SMF196.28YL 320.93 END ZPSMFSNA  
 XT11.20AY9.00XFSMF4.5SNA4.5

### Cost and Payment Summary

AIR - F8NXXB

Base Fare	\$ 320.93	Payment Information
Excise Taxes	\$ 24.07	Payment Type: Visa-XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Sep 16, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$49.00
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 373.20</b>	Payment Type: Ticket Exchange
		Date: Sep 16, 2014
		Payment Amount: \$324.20

*from 9/26 Ret to 9/25 Ret*



Useful Tools	Know Before You Go	Special Travel Needs
<a href="#">Check In Online</a>	<a href="#">In the Airport</a>	<a href="#">Traveling with Children</a>
<a href="#">Early Bird Check-In</a>	<a href="#">Baggage Policies</a>	<a href="#">Traveling with Pets</a>
<a href="#">View/Share Itinerary</a>	<a href="#">Suggested Airport Arrival Times</a>	<a href="#">Unaccompanied Minors</a>
<a href="#">Change Air Reservation</a>	<a href="#">Security Procedures</a>	<a href="#">Baby on Board</a>
<a href="#">Cancel Air Reservation</a>	<a href="#">Customers of Size</a>	<a href="#">Customers with Disabilities</a>
<a href="#">Check Flight Status</a>	<a href="#">In the Air</a>	
<a href="#">Flight Status Notification</a>	<a href="#">Purchasing and Refunds</a>	
<a href="#">Book a Car</a>		
<a href="#">Book a Hotel</a>		

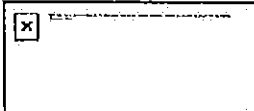


**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, August 27, 2014 1:14 PM  
**To:** David Freese  
**Subject:** Flight reservation (F9NXBX) | 22SEP14 | SMF-SNA | Freese/David

You're all set for your trip!

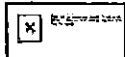
*PAC AMP*



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**Ready for takeoff!**



Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 09/22/14 - Orange County



**AIR Itinerary**

**AIR Confirmation: F9NXBX**

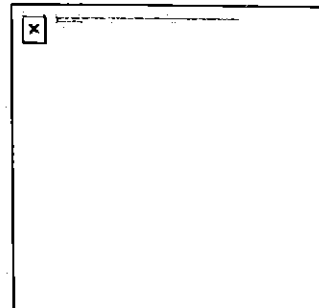
Confirmation Date: 08/27/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262441789075	Aug 27, 2015	1652

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 Sep 22	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 08:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Fri Sep 26	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:45 PM

Arrive In SACRAMENTO, CA (SMF) at 5:05 PM  
Travel Time 1 hrs 20 mins  
Wanna Get Away



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your 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.

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Air Cost: 324.20

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.

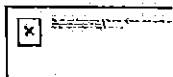
Fare Rule(s): 5262441789075; NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA124.05OLNUPNR WN SMF150.70RLNCPNR 275.35 END ZPSMFSNA  
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



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Check-In@ Details

### Cost and Payment Summary

AIR F9NXXB

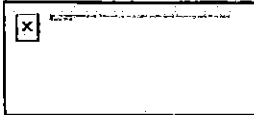
Base Fare	\$ 275.35	Payment Information
Excise Taxes	\$ 20.65	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Aug 27, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$324.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 324.20</b>	

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Wednesday, August 27, 2014 1:16 PM  
**To:** David Freese  
**Subject:** Flight reservation (FOCX9S) | 29SEP14 | SMF-SNA | Freese/David

You're all set for your trip!

*PAC Area*

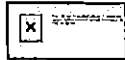


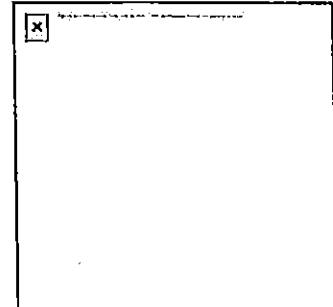
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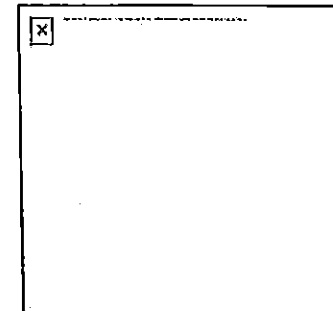
**Upcoming Trip:** 09/29/14 - Orange County

 **AIR Itinerary**

**AIR Confirmation: FOCX9S**

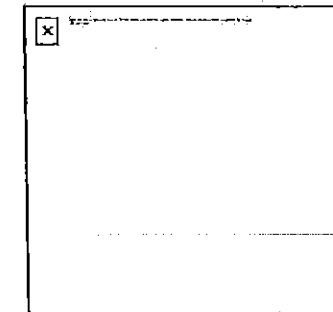
Confirmation Date: 08/27/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262441789577	Aug 27, 2015	1167

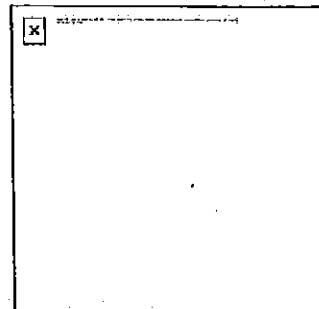


Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Sep 29	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins <u>Wanna Get Away</u>
Fri Oct 3	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:45 PM



Arrive in **SACRAMENTO, CA (SMF)** at 6:05 PM  
 Travel Time 1 hrs 20 mins  
Wanna Get Away



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your 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.

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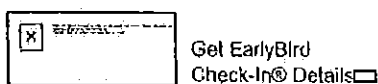
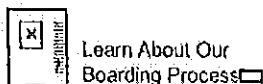
Air Cost: 237.20

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): 5262441789577: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the Individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA91.16SLNVNVR WN SMF103.26MLNVPNR 194.42 END ZPSMFNSNA  
 XF:SMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



**Cost and Payment Summary**

AIR - FO CX9S

Base Fare	\$ 194.42	<b>Payment Information</b>
Excise Taxes	\$ 14.58	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Aug 27, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$237.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 237.20</b>	

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
Sent: Thursday, September 04, 2014 4:50 PM  
To: construction  
Subject: Flight reservation (FRZGPE) | 09SEP14 | SNA-SMF | Sellens/Michael Paul

You're all set for your trip!



*Return flight CFFA 14*

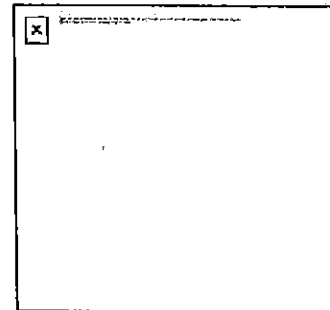
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Ready for takeoff!



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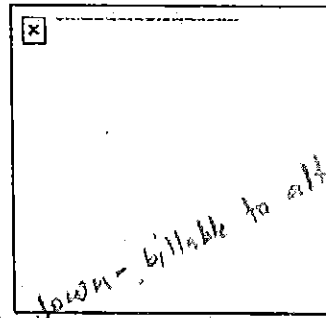
AIR Itinerary

AIR Confirmation: FRZGPE

Confirmation Date: 09/04/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
SELLENS/MICHAEL PAUL	19515812	5262443683435	Sep 4, 2015	1963

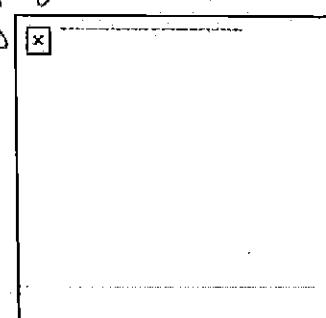
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



*down-billable to alternate job*

Date	Flight	Departure/Arrival
Tue Sep 9	459	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:25 PM Arrive in SACRAMENTO, CA (SMF) at 6:45 PM Travel Time 1 hrs 20 mins <u>Anytime</u>

*OC 9/9/2014 per Michael Sellens partial billed to CFFA - return flight only (paid own way)*

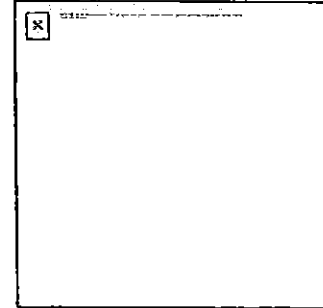
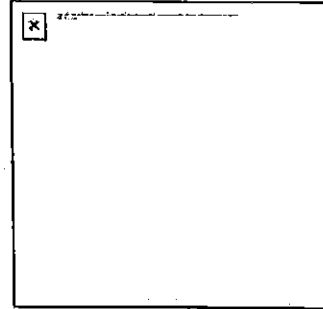


What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

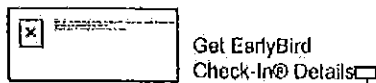
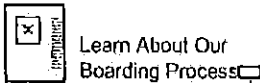


Air Cost: 225.10

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): 5262443683435: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SNA WN SMF196.28YL 196.28 END ZPSNA XFSNA4.5 AY5.60SNA5.60



### Cost and Payment Summary

AIR · FRZGPE

Base Fare	\$ 196.28	Payment Information
Exclude Taxes	\$ 14.72	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Sep 4, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$225.10
September 11th Security Fee	\$ 5.60	
<b>Total Air Cost</b>	<b>\$ 225.10</b>	





Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**

Confirmation #MYJSAB

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Tuesday, September 9, 2014 -  
 Wednesday, September 10, 2014

Air Total: \$450.20

Amount Paid  
 \$450.20

Trip Total  
 \$460.20

**SEP 9**  
 TUE 09/09/14 - Orange County

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 09/09/2014 - 09/10/2014

Confirmation #  
**MYJSAB**

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

<b>DEPART</b> <b>SEP 9</b>	06:05 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3176 southwest	Tuesday, September 9, 2014
<b>TUE</b>	07:30 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
<b>RETURN</b> <b>SEP 10</b>	03:45 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3489 southwest	Wednesday, September 10, 2014
<b>WED</b>	05:05 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 20 m (Nonstop) Anytime

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com<sup>®</sup> 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.

WiFi, TV, and related services may vary and are subject to change based on assigned aircraft. Learn More

*Change*

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Early Departure</li> <li>• 30-Day Changes</li> <li>• No Change Fee!</li> </ul>	1	\$225.10
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Early Departure</li> <li>• 30-Day Changes</li> <li>• No Change Fee!</li> </ul>	1	\$225.10

Enroll in Rapid Rewards and earn at least 3926 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$450.20**  
 Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.

Southwest Airlines - Purchase Confirmation

Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:  
\$450.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks

Billing Address 1726 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1237	\$450.20

Amount Paid  
\$450.20

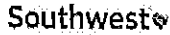
Trip Total  
\$450.20



Español



PLAN A TRIP SPECIAL OFFERS RAPID REWARDS



Cancel Air Reservation #MYJSAB

Things you should know before you cancel:

- By cancelling this reservation you will be giving up your space and fare on this flight.
- Rebooking is subject to current flight availability and may result in a higher fare.
- Due to system processing time, funds from this reservation may not be available for immediate use toward the purchase of a new flight reservation.

Credit

Air

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
09/09/2014 - 09/10/2014

Passenger(s): BRYAN EUBANKS Confirmation # MYJSAB Rapid Rewards # 325019796

DEPART SEP 9	06:05 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #4126 Southwest	Tuesday, September 9, 2014
TUE	07:30 AM	Arrive in Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime
RETURN SEP 10	03:45 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3489 Southwest	Wednesday, September 10, 2014
WED	05:05 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Anytime

BILLING ADDRESS

Purchaser's Name	Billing Address	City, State & Zip
BRYAN EUBANKS	1776 TRIBUTE ROAD SUITE 100	SACRAMENTO, CA 95815

Travel Funds

Please select what you would like to do with the balance of these funds

- Refundable  \$450.20
- Hold for future use.
- Request a refund of the refundable balance.
- Nonrefundable \$0.00 N/A

Cancel this reservation?

Yes, Cancel No, Do Not Cancel

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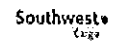
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Escorted

PLAN A TRIP SPECIAL OFFERS RAPID REWARDS



**Your reservation has been cancelled.**

Your request for a refund of \$450.20 has been submitted.

You may View Travel Funds or Book a Flight while applying Travel Funds prior to its expiration date.

Please print this page for your records.

TRAVEL FUNDS INFORMATION

Confirmation Number	Passenger(s)	Depart	Return	Expiration Date
N775AB	BRYAN EUBANKS	Sep 9	Sep 10	09/05/2015

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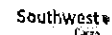
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Entered 10-8-14

**ARC**  
American Reprographics Company, LLC  
345 Clinton St, Costa Mesa, CA 92626  
Federal Tax ID: 95-4657871

INVOICE NO. 7719984

INVOICE DATE 09/29/14

WORK ORDER# 090023-14

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: 09/29/14 at 06:43AM

CONTACT DAVID FREESE/CALIFORNIA FAIRS FINANC	PHONE 916-263-6114	PURCHASE ORDER#	SALES REP Ed Worcester
JOB# PWE - SEPT	JOB NAME ***	BILLER Tom Johnson	LOC 001

OP CODE	DESCRIPTION	TAX	LOG	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	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 PLANWELL and BIDCASTER for SEPT</p> <p>038-13031</p> <p>OK To Pay 10-10-14</p> <p>6/17</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.  
1843769

LT

**Debra Calavano**

---

**From:** David Freese  
**Sent:** Wednesday, October 08, 2014 8:33 AM  
**To:** Debra Calavano  
**Subject:** RE: Invoices

Debra,  
The Invoices are approved. The ARC is a monthly fee for housing all CAD files.  
Willdan- Welding Inspection is for OC Fair Stage Superstructure Willdan-Concrete Tech is for OC Fair Stage Superstructure

-----Original Message-----

**From:** Debra Calavano  
**Sent:** Monday, October 6, 2014 8:06 AM  
**To:** David Freese  
**Cc:** Cindy Fisher  
**Subject:** Invoices

Dave

Please look over these invoices and approve with a email back to me so we can get these paid. Thanks

Debra

-----Original Message-----

**From:** [administrator@cfssa.org](mailto:administrator@cfssa.org) [mailto:[administrator@cfssa.org](mailto:administrator@cfssa.org)] On Behalf Of administrator@  
**Sent:** Monday, October 06, 2014 6:06 AM  
**To:** Debra Calavano  
**Subject:** Scanned image from MX-4111N

Reply to: [administrator@cfssa.org](mailto:administrator@cfssa.org) <[administrator@cfssa.org](mailto:administrator@cfssa.org)> Device Name: Not Set Device Model: MX-4111N  
Location: Not Set

File Format: PDF (Medium)  
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.  
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.  
Adobe(R)Reader(R) can be downloaded from the following URL:  
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<http://www.adobe.com/>



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76079  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/22/2015 Amount: \$5,556.70

Vendor Name: CFFA

Invoice No.: 1643

Invoice Date: 12/31/2014

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 receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*By E*  
Project Manager

*Be E*  
Construction Manager

*Cathy Fisher*  
Accounting Administrator

*J*  
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: 1643  
Invoice Date: 12/31/2014  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Reno Phase II

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 13-031B Direct Costs October 2014 See Attached GL detail and invoices	5,556.70
	<b>\$5,556.70</b>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$5,556.70  
Sales Tax: 0.00  
Invoice Total: \$5,556.70

## General Ledger Detail

(10/1/2014 - 10/31/2014)

CCFA  
Cindy Fisher

Unit Of Measure: \$

Wednesday, January 14, 2015 1:22:44PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>642-032-03213031-A      Printing-Projects, 032, Pac Amp Pha</b>							1,640.87
10/15/2014	Summarized AP Invoices	Invoices	AP-Invoice		166.26		
10/15/2014	American Reprographics Company	Invoice: 7746318	Pac Amp-Redlines-Scan/e-file/burn to CD				166.26
Net:					166.26	0.00	1,807.13
<b>643-032-03213031-A      Supplies-Projects, 032, Pac Amp Rei</b>							186.68
10/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		62.04		
10/21/2014	West America Bank	Invoice: 14/09/17 Supplies	Office Depot OC - Office Supplies				62.04
Net:					62.04	0.00	248.72
<b>651-032-03213031-A      Legal, 032, Pac Amp Phase II,</b>							57,646.80
10/6/2014	Summarized AP Invoices	Invoices	AP-Invoice		699.25		
10/6/2014	Orbach Huff Suarez & Henderson LLP	Invoice: 69285	Legal 9/2/14-9/30/14				699.25
Net:					699.25	0.00	58,346.05
<b>664-032-03213031-A      Travel-projects, 032, Pac Amp Phase</b>							27,202.28
10/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		4,494.05		
10/21/2014	West America Bank	Invoice: 14/09/18 flt Southwest - D.Freese 5262447070078					225.10
10/21/2014	West America Bank	Invoice: 14/09/18 flt credit Southwest - D.Freese *Credit* 5262446647					77.00-
10/21/2014	West America Bank	Invoice: 14/09/18 Hotel Best Western /D. Freese					319.65
10/21/2014	West America Bank	Invoice: 14/09/18 Parking Sac Airport-Freese					68.00
10/21/2014	West America Bank	Invoice: 14/09/22 flt Southwest - D.Freese 5262447071807					450.20
10/21/2014	West America Bank	Invoice: 14/09/25 Hotel Best Western /D. Freese					332.97- <i>no receipt</i>
10/21/2014	West America Bank	Invoice: 14/09/25 Parking Sac Airport-Freese					68.00
10/21/2014	West America Bank	Invoice: 14/10/03 flt Southwest - D.Freese 5262450844566 <i>9/29, 10/3</i>					77.00
10/21/2014	West America Bank	Invoice: 14/10/03 Hotel Best Western /D. Freese					532.76
10/21/2014	West America Bank	Invoice: 14/10/03 Parking Sac Airport-Freese					85.00
10/21/2014	West America Bank	Invoice: 14/10/06 flt Southwest - D.Freese 5262447073368 <i>10/6 - 10/7</i>					253.10 <i>ok</i>
10/21/2014	West America Bank	Invoice: 14/10/08 Flight Southwest - B. Eubanks 5262451444191 cre					42.90
10/21/2014	West America Bank	Invoice: 14/10/09 Flight Southwest - B. Eubanks 5262452152765					225.10
10/21/2014	West America Bank	Invoice: 14/10/09 Hotel Best Western /Huntington Beach B. Euban					112.99- <i>no receipt</i>
10/21/2014	West America Bank	Invoice: 14/10/09 Hotel Best Western /D. Freese					359.61
10/21/2014	West America Bank	Invoice: 14/10/09 Parking Sac Airport-Eubanks					34.00
10/21/2014	West America Bank	Invoice: 14/10/09 Parking Sac Airport-Freese					68.00
10/21/2014	West America Bank	Invoice: 14/10/13 flt Southwest - D.Freese 5262451361508 <i>10/13 - 10/14</i>					450.20 <i>no receipt</i>
10/21/2014	West America Bank	Invoice: 14/10/16 Hotel Best Western /D. Freese					366.27
10/21/2014	West America Bank	Invoice: 14/10/16 Parking Sac Airport-Freese					68.00
10/21/2014	West America Bank	Invoice: 14/10/20 flt Southwest - D.Freese 5262454811052					432.20
10/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		72.62		
10/21/2014	West America Bank	Invoice: 14/10/08 Fuel Exxon Mobile-Costa Mesa					72.62 <i>no receipt</i>
Net:					4,566.67	0.00	31,768.95
<b>668-032-03213031-A      Misc Expense-Project, 032, Pac Amp</b>							1,194.64
10/10/2014	Summarized AP Invoices	Invoices	AP-Invoice		5.00		
10/10/2014	American Reprographics Company	Invoice: 7788606	Pac Amp II Shipping Prep GSO Label-Dave, Dave Freese				5.00
		Shipping cost					
10/28/2014	Summarized AP Invoices	Invoices	AP-Invoice		57.48		
10/28/2014	American Reprographics Company	Invoice: 7766588	Pac Amp II Monthly User Fee-Oct 2014, Planwell and Bidcaster				40.00
10/28/2014	American Reprographics Company	Invoice: 7769144	Pac Amp II LF Doc Scan/Set Up, LF Doc				17.48
Net:					62.48	0.00	1,257.12
<b>\$ Grand Totals</b>							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		87,871.27	5,556.70		5,556.70	0.00	93,427.97
<b>\$ Trial Balances</b>							
			Prior:		87,871.27	0.00	87,871.27
			Activity:		5,556.70	0.00	5,556.70
			Ending:		139,773.34	0.00	139,773.34





American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7746318

INVOICE DATE 10/15/14

WORK ORDER# F1894608

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 10/15/14 at 08:00AM

CONTACT		PHONE	PURCHASE ORDER#				SALES REP				
DAVID							Ed Worcester				
JOB#		JOB NAME				BILLER				LOC	
		OC FAIR				Matt Clark/Mgr				001	
OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT	
2222.01	Redlines - Scan	NT	001	12	1	24X36	72	SF	1.8000	129.60	
6131	E-File Transfer - over 11x17	NT	001	12	1		12	EA	1.0500	12.60	
6137	Burn to CD	T	001	1	1		1	EA	16.5000	16.50	
6114	Sel Up	T	001	1	1		1	EA	5.7800	5.78	

*OK TO P7  
 B-E 10-21-14*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
164.48		1.78	166.26		166.26

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final  
 1864735

LT

9117

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

2014 14.3.6 4:42 PM  
98 REG2 TRN 9638 EMP 645309

ID	Description	Total
1	NOTE, 3x3, 12/PK	13.99SS
	ant Savings	-3.99
	You Pay	10.00SS
3	HGHLT, PEN, 12PK	7.99 SS
3	CLP, PPR, #1, NSK	6.99 SS
3	NTE, 1 5X2, 12PK	5.99 SS
3	TAPE, CORRECTIO	6.49 SS
3	StnPk, 6x9, Wh, 7	8.99 SS
7	PdLsl, Can, 100S	11.99 SS

Subtotal: 67.44  
 Tax: 4.60  
 Total: 62.04  
 Visa 0686: 62.04

\*\*\*\*\*  
 Total Office Depot Savings:  
 \$3.99

\*\*\*\*\*  
 WE WANT TO HEAR FROM YOU

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

13031  
11021  
199.25  
253.00

October 6, 2014

California Pairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA  
95815

Attention: David Freese

Inv #: 69285

RE: General Facilities  
4520,001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
09-02-14	1597		0.60	\$230.00	138.00
	1597		0.40	\$230.00	92.00
	1597		0.20	\$230.00	46.00
09-04-14	1597		0.50	\$230.00	115.00
09-08-14	1597		0.40	\$230.00	92.00
	1597		0.40	\$230.00	92.00

Invoice #: 69285

Page 2

October 6, 2014

09-19-14	1597	1.10	\$230.00	253.00
09-24-14	1597	0.30	\$230.00	69.00
09-25-14	1600	0.20	\$230.00	46.00
Totals		4.10		\$943.00

DISBURSEMENTS

Sep-30-14	Photocopies 18 @ 0.25	4.50
	Photocopies 19 @ 0.25	4.75
Totals		\$9.25
Total Fees and Disbursements		\$952.25

Timekeeper Summary

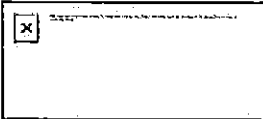
Timekpr #	Name	Hours	Rate	Amount
1597		3.90	\$230.00	\$897.00
1600		0.20	\$230.00	\$46.00

OK To  
Pay

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, September 26, 2014 3:45 PM  
**To:** David Freese  
**Subject:** CANCELLED flight reservation (FTXXBT) | 18SEP14 | SNA-SMF | Freese/David

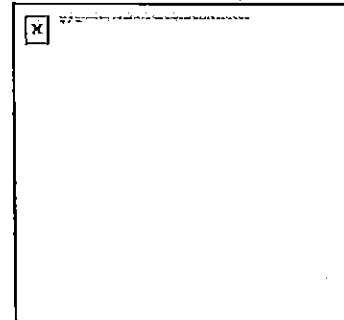
Your reservation has been cancelled



[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

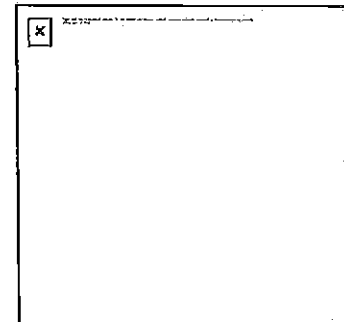
**Your reservation has been cancelled.**



**AIR Confirmation: FTXXBT**

Confirmation Date: 09/18/2014

Passenger(s)	Rapld Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join</a>	5262446647425	Aug 27, 2015	0



Date	Flight	Departure/Arrival
Thu Sep 18	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 3:45 PM Arrive In SACRAMENTO, CA (SMF) at 12:00 AM, Next Day Travel Time 8 hrs 15 mins

**Air Cost: 225.10**

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

## Cost and Payment Summary

---

AIR - FTXXBT

Base Fare	\$ 196.28	<b>Payment Information</b>
Excise Taxes	\$ 14.72	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 4.00	Date: Sep 16, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$77.00
September 11th Security Fee	\$ 6.60	
<b>Total Air Cost</b>	<b>\$ 225.10</b>	Payment Type: Ticket Exchange
		Date: Sep 16, 2014
		Payment Amount: \$148.10

REFUND ON Sep 18, 2014 TO Visa  
XXXXXXXXXXXX0686 (\$77.00)




---

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[Baby on Board](#)  
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<a href="#">Notice of Incorporated Terms</a>	<a href="#">FAQs</a>	

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



PLUS

(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 09/18/2014 07:17 AM DEPALM  
 Loyalty Club: 6006630603493540

Diamond

Room # 331-A

Registered To:

Freese, David  
 106 Luzena Ave  
 Apt A  
 Vacaville, CA 95688

Conf # 79270  
 Arrival 09/15/14  
 Departure 09/18/14

Room Type KDZ-King -  
 Guests 2 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

(916) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
09/15/14	khaled	RC	ROOM CHARGE			\$95.99
09/15/14	khaled	9	ROOM TAX			\$7.68
09/15/14	khaled	91	CITY BIA			\$2.88
09/16/14	DEPAL	RC	ROOM CHARGE			\$95.99
09/16/14	DEPAL	9	ROOM TAX			\$7.68
09/16/14	DEPAL	91	CITY BIA			\$2.88
09/17/14	DEPAL	RC	ROOM CHARGE			\$95.99
09/17/14	DEPAL	9	ROOM TAX			\$7.68
09/17/14	DEPAL	91	CITY BIA			\$2.88
09/18/14	DEPAL	VS	PAYMENT VISA/MC		0686 - 125165	\$319.65

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 \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0888  
Card Type : Visa  
Authorization Code : 918172

Cashier : 101 Seq # 27218  
License Plate : NOPLATE  
Ent : 04:51 09/15/14 Lane 37  
Exit : 17:27 09/18/14 Lane 56  
Duration: 30(s) 12H(s) 36M(s)  
Rate Code: 36 Shift: 228

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @\$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

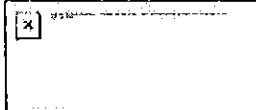
\*\*\* Thank You \*\*\*



**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Sunday, September 21, 2014 11:49 AM  
**To:** David Freese  
**Subject:** Flight reservation (FSQIB6) | 22SEP14 | SMF-SNA | Freese/David

Hi David, here's 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<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 09/22/14 - Orange County

**AIR Itinerary**

**AIR Confirmation:** FSQIB6

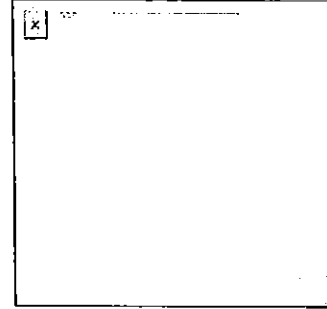
Confirmation Date: 09/21/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262447071807	Sep 18, 2015	3926

Rapid Rewards points earned are only estimates. Visit your [MySouthwest](#) Southwest.com or Rapid Rewards account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Sep 22	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time: 1 hrs 25 mins <a href="#">Anytime</a>
Thu Sep 25	269	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 1:50 PM

Arrive in **SACRAMENTO, CA (SMF)** at **3:10 PM**  
 Travel Time 1 hrs 20 mins  
Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**Remember to be in the gate area on time and ready to board:**

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 450.20

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.

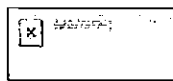
Fare Rule(s) 5262447071807: NONTRANSFERABLE

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 WVN SNA196.28YL WN SMF 196 28YL 392 56 END ZPSMFMSNA XFSMF4.5SNA4.5  
 AY11.20SSMF5.60 SNA5 60



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 Boarding Process



Get EarlyBird  
 Check-In® Details

**Cost and Payment Summary**

AIR FSQIB6

Base Fare	\$ 392.55	<b>Payment Information</b>
Excise Taxes	\$ 29.44	Payment Type: Visa XXXXXXXXXX0088
Segment Fee	\$ 8.00	Date: Sep 18 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$450.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 460.20</b>	



October 2014 Statement 09/19/2014 - 10/21/2014  
 CAL CONST AUTHORITY

Page 3 of 5  
 Cardmember Service ☎ 1-866-552-8855

Transactions

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
Total for Account				0678	

*NO REFUND USE*

Transactions FREESE, DAVID M Credit Limit

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
✓ 09/19	09/18	3219	SOUTHWES 5262446647425 800-435-9792 TX MERCHANDISE/SERVICE RETURN FREESE/DAVID 09/18/14 DALLAS LOVE TO DALLAS LOVE	\$77.00 CR	✓
Purchases and Other Debits					
✓ 09/19	09/17	6306	OFFICE DEPOT #3298 COSTA MESA CA	\$62.04	✓
✓ 09/19	09/18	6692	SOUTHWES 5262447070078 800-435-9792 TX FREESE/DAVID 09/18/14 SANTA ANA TO SACRAMENTO	\$225.10	✓
✓ 09/19	09/18	6700	SOUTHWES 5262447071807 800-435-9792 TX FREESE/DAVID 09/22/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$450.20	✓
✓ 09/19	09/18	6718	SOUTHWES 5262447073368 800-435-9792 TX FREESE/DAVID 10/06/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$253.10	10/16-10/19
✓ 09/22	09/18	9430	SMF PARKING SACRAMENTO CA	\$68.00	✓
✓ 09/22	09/18	2703	BEST WESTERN NEWPORT I COSTA MESA CA	\$319.65	✓
✓ 09/26	09/25	7345	SMF PARKING SACRAMENTO CA	\$68.00	✓
✓ 09/29	09/25	7234	BEST WESTERN NEWPORT I COSTA MESA CA	\$332.97	9/22-9/25
✓ 10/06	10/03	1981	SOUTHWES 5262450844566 800-435-9792 TX FREESE/DAVID 10/03/14 SANTA ANA TO SACRAMENTO	\$77.00	10/12-10/16
✓ 10/06	10/03	1481	BEST WESTERN NEWPORT I COSTA MESA CA	\$532.76	✓
✓ 10/06	10/03	3866	SMF PARKING SACRAMENTO CA	\$85.00	✓
✓ 10/08	10/06	1292	SOUTHWES 5262451361508 800-435-9792 TX FREESE/DAVID 10/13/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$450.20	10/13-10/16
✓ 10/14	10/09	9330	SMF PARKING SACRAMENTO CA	\$68.00	✓
✓ 10/14	10/09	5328	BEST WESTERN NEWPORT I COSTA MESA CA	\$359.61	✓
✓ 10/20	10/16	2407	SMF PARKING SACRAMENTO CA	\$68.00	✓



*Under Court  
VR - MO - DAY*

October 2014 Statement 09/19/2014 - 10/21/2014

Page 2 of 4



CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service ( 1-866-552-885)

**Important Messages**

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

**Transactions EUBANKS, BRYAN K**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Purchases and Other Debits		<i>Receipts</i>
✓ 10/08	10/06	1573	SOUTHWES 5262451444191 800-435-9792 TX EUBANKS/BRYAN 10/08/14 SACRAMENTO TO SANTA ANA	\$42.90	✓
✓ 10/10	10/08	0567	EXXONMOBIL 97622203 COSTA MESA CA	\$72.62	<i>MISSING</i>
✓ 10/10	10/09	✓ 9865	SMF PARKING SACRAMENTO CA	\$34.00	✓
<i>Bryan</i> ✓ 10/14	10/09	✓ 7028	BEST WESTERN REGENCY I HUNTINGTON BE CA	\$112.99	<i>MISSING</i>
✓ 10/14	10/09	8640	SOUTHWES 5262452152765 800-435-9792 TX EUBANKS/BRYAN 10/09/14 SANTA ANA TO SACRAMENTO	\$225.10	✓

Total for Account

SACRAMENTO INT'L  
AIRPORT

Card Account ; XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 715282

Cashier : 24 Seq # 28706  
License Plate : NOPLATE  
Ent : 04:51 09/22/14 Lane 39  
Exit : 15:28 09/25/14 Lane 66  
Duration: 3D(s) 10H(s) 37M(s)  
Rate Code: 38 Shift: 000

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

4 Day(s) @ \$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

**Debra Calavano**

**From:** David Freese  
**Sent:** Monday, November 10, 2014 2:43 PM  
**To:** Debra Calavano  
**Subject:** FW: Flight reservation (FZMI90) | 29SEP14 | SMF-SNA | Freese/David

**From:** Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]  
**Sent:** Monday, November 10, 2014 2:27 PM  
**To:** David Freese  
**Subject:** Flight reservation (FZMI90) | 29SEP14 | 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!



**AIR Itinerary**

**AIR Confirmation: FZMI90**

*ORIG: FZMI90* Confirmation Date: 10/3/2014  
*Sept. 2014*

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join or Add #</a>	5262450844566	Aug 27, 2015	0

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!

Date	Flight	Departure/Arrival
Mon Sep 29	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins → <a href="#">Anytime</a>

What you need to know to travel:

*to changeable flight*

- 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.

Save up to 30%  
Plus earn up to 2,400 Rapid Rewards® points.

**NEED A HOTEL?**  
Best Rate Guarantee  
Flexibility to Pay Later  
Earn up to 750 Rapid Rewards Points  
Book a Hotel

- 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.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**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: 225.10

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

**NEED A CAR?**

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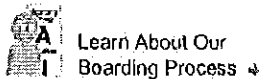
**CLICK 'N SAVE'**

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Southwest



**Cost and Payment Summary**

**AIR** - FZM190

Base Fare	\$ 196.28	<b>Payment Information</b>
Excise Taxes	\$ 14.72	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 4.00	Date: Oct 3, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$77.00
September 11th Security Fee	\$ 5.60	
<b>Total Air Cost</b>	<b>\$ 225.10</b>	Payment Type: Ticket Exchange
		Date: Oct 3, 2014
		Payment Amount: \$148.10

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



PLUS

(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 10/03/2014 12:30 PM mary  
 Loyalty Club: 6006637310286679 BASE

Room # 320-A

Registered To:  
 FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 80148  
 Arrival 09/29/14  
 Departure 10/03/14

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
09/29/14	khaled	RC	ROOM CHARGE			\$119.99
09/29/14	khaled	9	ROOM TAX			\$9.60
09/29/14	khaled	91	CITY BIA			\$3.60
09/30/14	DEPAL	RC	ROOM CHARGE			\$119.99
09/30/14	DEPAL	9	ROOM TAX			\$9.60
09/30/14	DEPAL	91	CITY BIA			\$3.60
10/01/14	DEPAL	RC	ROOM CHARGE			\$119.99
10/01/14	DEPAL	9	ROOM TAX			\$9.60
10/01/14	DEPAL	91	CITY BIA			\$3.60
10/02/14	khaled	RC	ROOM CHARGE			\$119.99
10/02/14	khaled	9	ROOM TAX			\$9.60
10/02/14	khaled	91	CITY BIA			\$3.60
10/03/14	mary	VS	PAYMENT VISA/MC		0686 - 029260	\$532.76-
<b>Balance Due</b>						<b>\$0.00</b>

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is Independently owned and operated.

\_\_\_\_\_  
 Signature



SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0688  
Card Type : Visa  
Authorization Code : 013014

Cashier : 101 Seq # 33172  
License Plate : NOPLATE  
Ent : 04:45 09/29/14 Lane 39  
Exit: 16:41 10/03/14 Lane 56  
Duration: ~~40(s)~~ 56M(s)  
Rate Code: 30 Shift: 020

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00  
Taxes Included

+++ Start Calculation Details +++

5 Day(s) @\$17.00 = \$85.00

+++ End Calculation Details +++

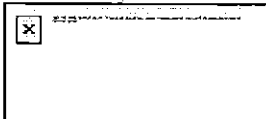
+++ Thank You +++

Sign : \_\_\_\_\_

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Monday, November 10, 2014 2:26 PM  
**To:** David Freese  
**Subject:** Flight reservation (F52I9G) | 06OCT14 | SMF-SNA | Freese/David

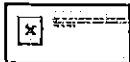
You're all set for your trip!



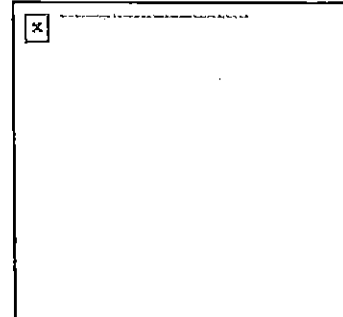
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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**Ready for takeoff!**



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



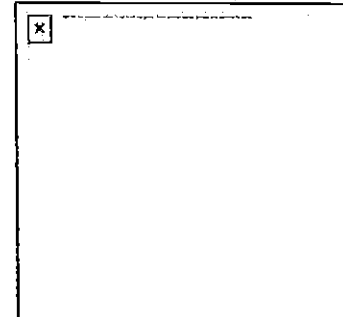
**AIR Itinerary**

**AIR Confirmation: F52I9G**

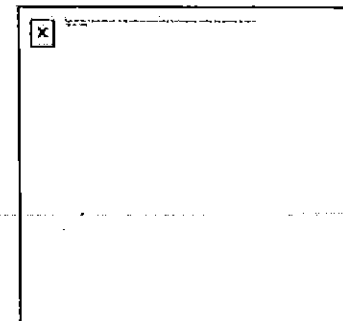
Confirmation Date: 10/9/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join</a> or <a href="#">Add #</a>	5262451184147	Aug 27, 2015	0

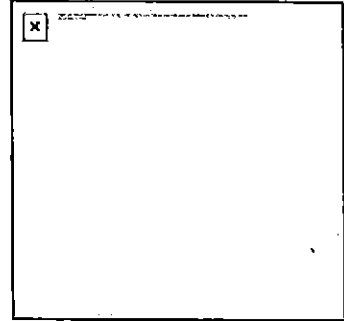
Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!



Date	Flight	Departure/Arrival
Mon Oct 6	4126	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins
Thu Oct 9	3489	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 3:45 PM Arrive in SACRAMENTO, CA (SMF) at 5:05 PM Travel Time 1 hrs 20 mins

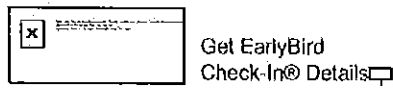
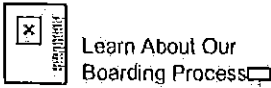


Air Cost: 401.20



Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.



### Cost and Payment Summary

AIR - F52J9G

Base Fare	\$ 346.98	<b>Payment Information</b>
Excise Taxes	\$ 26.02	Payment Type: Ticket Exchange
Segment Fee	\$ 8.00	Date: Oct 5, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$401.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 401.20</b>	

*\$253.10* *10/6 flight*

*flight credits*



#### Useful Tools

- [Check In Online](#)
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- [Cancel Air Reservation](#)
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- [Flight Status Notification](#)
- [Book a Car](#)
- [Book a Hotel](#)

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- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

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Español



PLAN A TRIP SPECIAL OFFERS RAPID REWARDS



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #F8A7E5

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Wednesday, October 8, 2014

Air Total: \$225.10

Amount Paid  
 \$225.10

Trip Total  
 \$225.10

**OCT 8**  
**WED** 10/08/14 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 10/08/2014

Confirmation #  
**F8A7E5**

Adult Passenger(s)

BRYAN EUBANKS  
 Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

<b>DEPART</b> <b>OCT 8</b>	09:10 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	flight #427 Southwest	Wednesday, October 8, 2014
<b>WED</b>	10:35 AM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com<sup>®</sup> 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. WiFi, TV, and related services may vary and are subject to change based on assigned aircraft. Learn More

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> <li>• Early Bookings</li> <li>• Same Day Changes</li> <li>• No Change Fees</li> </ul>	1	\$225.10

Enroll in Rapid Rewards and earn at least 1000 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$225.10**  
 Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.  
 Checked Items: First and second bags are free, size and weight limits apply

Bag Charge 50.00

Air Total:  
\$226.10

Gov't taxes & fees now Included

Purchaser Name Bryan Eubanks      Billing Address 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment				Amount Applied
Visa - XXXXXXXXXXXX-1237				\$42.90 ✓
Travel Funds - F45ACL - 9240	Original Balance	Applied	Remaining	\$182.20
	\$182.20	\$182.20	\$0.00	

F45ACL

Amount Paid  
\$226.10

Trip Total  
\$226.10

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**CFFAaccounting**

**From:** Cindy Fisher  
**Sent:** Monday, October 06, 2014 4:47 PM  
**To:** CFFAaccounting  
**Subject:** FW: Ticketless Travel Passenger Itinerary

*182.<sup>00</sup> credit used -*

**From:** Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]  
**Sent:** Monday, October 6, 2014 4:05 PM  
**To:** Cindy Fisher  
**Subject:** Ticketless Travel Passenger Itinerary

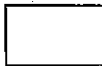
Bryan Eubanks is taking off soon!



[My Account](#) | [View My Itinerary Online](#)

<b>Check In Online</b>	<b>Check Flight Status</b>	<b>Special Offers</b>	<b>Hotel Deals</b>	<b>Car Deals</b>
------------------------	----------------------------	-----------------------	--------------------	------------------

**Upcoming Travel Plans for Bryan Eubanks**



You're receiving this e-mail at the request of the purchaser, Passenger, or individual responsible for making the travel arrangements below. This is a one-time communication, and you will not receive further e-mails from Southwest Airlines without your consent.



**AIR Itinerary**

**AIR Confirmation: F8A7E5**

**Passenger(s)**  
EUBANKS/BRYAN

Date	Flight	Departure/Arrival
Wed Oct 8	427	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 09:10 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 10:35 AM Travel Time 1 hrs 25 mins

**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on

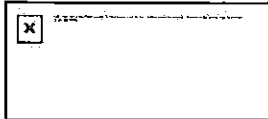
*Flight @ 225.10  
Travel funds - 182.00  
42.90*

*742.90  
Credit applied  
from 182.00*

**construction**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, October 09, 2014 7:53 AM  
**To:** construction  
**Subject:** Flight reservation (FPZCO8) | 09OCT14 | SNA-SMF | Eubanks/Bryan

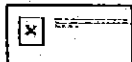
You're all set for your trip!



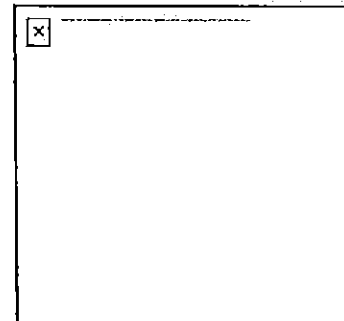
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

**Ready for takeoff!**



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



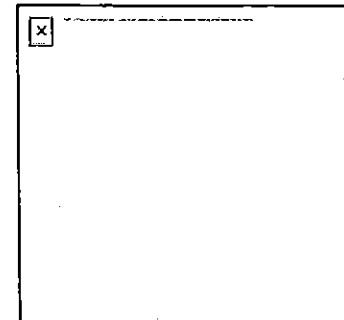
**AIR Itinerary**

**AIR Confirmation: FPZCO8**

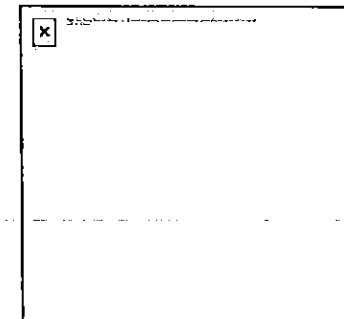
Confirmation Date: 10/9/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262452152765	Oct 9, 2015	1963

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.



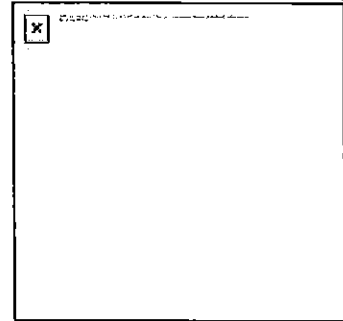
Date	Flight	Departure/Arrival
Thu Oct 9	502	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 1:50 PM Arrive in SACRAMENTO, CA (SMF) at 3:10 PM Travel Time 1 hrs 20 mins <u>Anytime</u>



**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 checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)



**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.

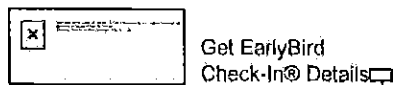
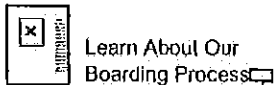
---

Air Cost: 225.10

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SNA WN SMF196.28YL 196.28 END ZPSNA XFSNA4.6 AY5.60SSNA5.60



## Cost and Payment Summary

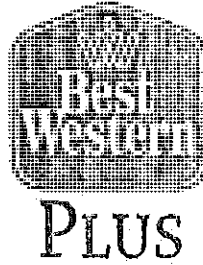
AIR - FPZCO8

Base Fare	\$ 196.28	<b>Payment Information</b>
Excise Taxes	\$ 14.72	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Oct 9, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$225.10
September 11th Security Fee	\$ 5.60	
<b>Total Air Cost</b>	<b>\$ 225.10</b>	





BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 10/09/2014 01:19 PM mary  
 Loyalty Club: 6006637310286679

Platinum

Room # 317-A

Registered To:  
 Freese, David  
 292 Shasta Drive  
 Vacaville, CA 95687

Conf # 666520868-01  
 Arrival 10/06/14  
 Departure 10/09/14

Room Type KDZ-King -  
 Guests 1 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcclCo	Description	From	Reference	Amount
10/06/14	khaled	RC	ROOM CHARGE			\$107.99
10/06/14	khaled	9	ROOM TAX			\$8.64
10/06/14	khaled	91	CITY BIA			\$3.24
10/07/14	DEPAL	RC	ROOM CHARGE			\$107.99
10/07/14	DEPAL	9	ROOM TAX			\$8.64
10/07/14	DEPAL	91	CITY BIA			\$3.24
10/08/14	DEPAL	RC	ROOM CHARGE			\$107.99
10/08/14	DEPAL	9	ROOM TAX			\$8.64
10/08/14	DEPAL	91	CITY BIA			\$3.24
10/09/14	inary	VS	PAYMENT VISA/MC		0686 - 126044	\$359.61-

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 \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 719004

Cashier : 47 Seq # 21113  
License Plate : MOPLATE  
Ent : 07:38 10/08/14 Lane 37  
Exit: 15:40 10/09/14 Lane 60  
Duration: 1D(s) 0H(s) 2M(s)  
Rate Code: 36 Shift: 152

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 34.00  
Taxes Included

### Start Calculation Details ###

2 Day(s) @\$17.00 = \$34.00

### End Calculation Details ###

### Thank You ###

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0886  
Card Type : Visa  
Authorization Code : 029082

Cashier : 30 Seq # 35137  
License Plate : NOPLATE  
Ent : 04:56 10/06/14 Lane 39  
Exit: 10:28 10/09/14 Lane 56  
Duration: 30(s) 13H(s) 32H(s)  
Rate Code: 36 Shift: 049

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

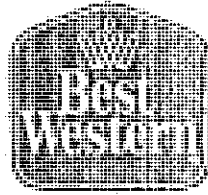
4 Day(s) @ \$17.00 = \$68.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

BEST WESTERN PLUS NEWPORT INN  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



PLUS

(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 10/16/2014 11:58 AM mary

Registered To:  
 FREESE, DAVID

(866) 607-5807

Room # 303-A  
 Conf # 438897769-01  
 Arrival 10/13/14  
 Departure 10/16/14  
 Room Type KDZ-King -  
 Guests 1 / 0  
 Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	Acct Co	Description	From	Reference	Amount
10/13/14	khaled	RC	ROOM CHARGE			\$109.99
10/13/14	khaled	9	ROOM TAX			\$8.80
10/13/14	khaled	91	CITY BIA			\$3.30
10/14/14	DEPAL	RC	ROOM CHARGE			\$109.99
10/14/14	DEPAL	9	ROOM TAX			\$8.80
10/14/14	DEPAL	91	CITY BIA			\$3.30
10/15/14	DEPAL	RC	ROOM CHARGE			\$109.99
10/15/14	DEPAL	9	ROOM TAX			\$8.80
10/15/14	DEPAL	91	CITY BIA			\$3.30
10/16/14	mary	VS	PAYMENT VISA/MC		0686 - 023132	\$366.27

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 \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0696  
Card Type : Visa  
Authorization Code : 126133

Cashier : 34 Seq # 38318  
License Plate : NOPLATE  
Ent : 04:56 10/13/14 Lane 37  
Exit: 19:33 10/16/14 Lane 08  
Duration: 30(s) - 14H(s) - 37M(s)  
Rate Code: 06 Shift: 074

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00  
Taxes Included

!!! Start Calculation Details !!!

4 Day(s) @\$17.00 = \$68.00

!!! End Calculation Details !!!

!!! Thank You !!!

Sign : \_\_\_\_\_

**Debra Calavano**

**From:** David Freese  
**Sent:** Monday, November 10, 2014 2:43 PM  
**To:** Debra Calavano  
**Subject:** FW: Flight reservation (FSNRB9) | 20OCT14 | SMF-SNA | Freese/David

**From:** Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]  
**Sent:** Monday, November 10, 2014 2:30 PM  
**To:** David Freese  
**Subject:** Flight reservation (FSNRB9) | 20OCT14 | 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<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**AIR Itinerary**

**AIR Confirmation: FSNRB9**

Confirmation Date: 10/19/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	<a href="#">Join</a> or <a href="#">Add #</a>	5282454811052	Jun 13, 2015	0

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!

Date	Flight	Departure/Arrival
Mon Oct 20	4126	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins
Fri Oct 24	2253	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 11:25 AM Arrive in SACRAMENTO, CA (SMF) at 12:50 PM Travel Time 1 hrs 25 mins

Air Cost: 454.20

Save up to 30%  
Plus earn up to 2,400 Rapid Rewards<sup>®</sup> points

Budget

**NEED A HOTEL?**

Best Rate Guarantee  
Flexibility to Pay Later  
Earn up to 750 Rapid Rewards Points  
Book a Hotel

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this Itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.


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Guaranteed Low Rates

14 Car Companies


Earn Rapid Rewards Points

Book a Car

 Learn About Our Boarding Process [✈](#)

 Get EarlyBird Check-In® Details [✈](#)

**Cost and Payment Summary**

 AIR - FSNRB9

Base Fare	\$ 396.28	<b>Payment Information</b>
Excise Taxes	\$ 29.72	Tkls funds applied from Conf# FVFZUE
Segment Fee	\$ 8.00	(\$0.00 remaining) \$22.00
Passenger Facility Charge	\$ 9.00	
September 11th Security Fee	\$ 11.20	Payment Type: Visa XXXXXXXXXXXX0686
<b>Total Air Cost</b>	<b>\$ 454.20</b>	Date: Oct 19, 2014
		Payment Amount: <u>\$432.20</u>

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American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7788606

INVOICE DATE 11/10/14

WORK ORDER# F1939141

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: ATTN: DEBRA  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD, STE. 100  
 SACRAMENTO, CA 95815

DUE: 11/10/14 at 11:00AM

OR CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT PRICE	AMOUNT
5503	Shipping Prep SACRAMENTO	NT	001	1	1	95815	1	EA 5.0000	5.00
<p>----- NOTES -----            CUSTOMER SUPPLIED OWN GSO LABEL - TRK# 526089424</p> <p>ARC will be closed Thursday and Friday,            November 27th and 28th, in observance            of the Thanksgiving Holiday.</p> <p><i>Approved            per Bryan            via telephone            @ 9:17am            11/25/14            DL</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
5.00			5.00		5.00

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1897139



**Debra Calavano**

---

**From:** David Freese  
**Sent:** Wednesday, November 12, 2014 11:50 AM  
**To:** Debra Calavano  
**Subject:** Re: approval needed

Approved

DFreese

On Nov 12, 2014, at 11:11 AM, Debra Calavano <[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)> wrote:

Dave

Please review and approve invoice thanks

**Debra Calavano**  
**CFFA- Administrative Assistant**  
**California Fairs Services Authority**  
**[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)**  
**Ph: 916-263-6101**  
**Fx: 916-263-6116**

<[administrator@cfsa.org\\_20141112\\_121434.pdf](#)>



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7766588

INVOICE DATE 10/28/14

WORK ORDER# 100022-14

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: 10/28/14 at 09:54AM

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
NOTES PLANWELL and BIDCASTER for OCT										

*OK TO Pmt  
 BZ  
 11-4-14*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
40.00			40.00		40.00

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1881371

**Debra Calavano**

---

**From:** David Freese  
**Sent:** Tuesday, November 04, 2014 9:38 AM  
**To:** Debra Calavano  
**Subject:** RE: Invoices

**Approved**

**From:** Debra Calavano  
**Sent:** Tuesday, November 4, 2014 8:17 AM  
**To:** David Freese  
**Subject:** Invoices

Good Morning Mr. Freese,

Please approve these invoices! thanks

**Debra Calavano**  
**CFFA- Administrative Assistant**  
**California Fairs Services Authority**  
**[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)**  
**Ph: 916-263-6101**  
**Fx: 916-263-6116**



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7769144

INVOICE DATE 10/28/14

WORK ORDER# F1958365

TO:

Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO:

Cust# 31  
 ATTN: DAVID  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 10/29/14 at 08:00AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP							
DAVID/CALIFORNIA FAIRS FINANCING AUT	916-263-6114		Ed Worcester							
JOB#	JOB NAME	BILLER		LOC						
	PACIFIC AMPHITHEATRE	Maureen Morris		001						
OP CODE	DESCRIPTION	TAX	LOG	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6123	LF Document Scan - BW	NT	001	4	1		4	EA	1.7800	7.04
6131	E-File Transfer - over 11x17	NT	001	4	1		4	EA	1.0500	4.20
6114	Set Up	T	001	1	1		1	EA	5.7800	5.78

*OK TO pay*  
*BZ*

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
17.02		0.46	17.48		17.48

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1883106

**Debra Calavano**

---

**From:** David Freese  
**Sent:** Tuesday, November 04, 2014 9:38 AM  
**To:** Debra Calavano  
**Subject:** RE: Invoices

**Approved**

**From:** Debra Calavano  
**Sent:** Tuesday, November 4, 2014 8:17 AM  
**To:** David Freese  
**Subject:** Invoices

Good Morning Mr. Freese,

Please approve these invoices! thanks

**Debra Calavano**  
**CFFA- Administrative Assistant**  
**California Fairs Services Authority**  
**[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)**  
**Ph: 916-263-6101**  
**Fx: 916-263-6116**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76079  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/22/2015 Amount: \$5,580.51

Vendor Name: CFFA

Invoice No.: 1644

Invoice Date: 12/31/2014

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 receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

B. E.  
Project Manager

B. E.  
Construction Manager

Andy Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1644  
 Invoice Date: 12/31/2014  
 Customer Code: 32nd  
 Project: 03213031  
 Pac Amp Reno Phase II

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 13-031B Direct Costs November 2014 See Attached GL detail and invoices	5,580.51
	<b>\$5,580.51</b>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$5,580.51  
 Sales Tax: 0.00  
 Invoice Total: \$5,580.51

## General Ledger Detail

(11/1/2014 - 11/30/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Tuesday, January 20, 2015 4:18:01PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance	
<b>642-032-03213031-A                      Printing-Projects, 032, Pac Amp Pha</b>							1,807.13	
11/12/2014	Summarized AP Invoices	Invoices	AP-Invoice		1,077.04			
11/12/2014	American Reprographics Company	Invoice: 7791413	Addendums & DSA bulletins - final inspec				1,077.04	
11/20/2014	Summarized AP Invoices	Invoices	AP-Invoice		515.40			
11/20/2014	American Reprographics Company	Invoice: 7803609	Inspection Plan printing Pac Amp Ph II 0				515.40	
<b>642-032-03213031-A                      Net:</b>					1,592.44	0.00	3,399.57	
<b>651-032-03213031-A                      Legal, 032, Pac Amp Phase II ,</b>							58,346.05	
11/11/2014	Summarized AP Invoices	Invoices	AP-Invoice		414.00			
11/11/2014	Orbach Huff Suarez & Henderson LLP	Invoice: 69527	Legal 10/1-10/31 2014				414.00	
<b>651-032-03213031-A                      Net:</b>					414.00	0.00	58,760.05	
<b>664-032-03213031-A                      Travel-projects, 032, Pac Amp Phasi</b>							31,768.95	
11/20/2014	Summarized AP Invoices	Invoices	AP-Invoice		3,534.07			
11/20/2014	West America Bank	Invoice: 14/04/21 Flight	Southwest 4/21/2014 D. Freese flight cr, 4/21/14 D. Freese travel credit				444.00	
11/20/2014	West America Bank	Invoice: 14/10/24 Hotel	Best Western - D. Freese Costa Mesa, 10/20 In 10/24 Out				443.96	
11/20/2014	West America Bank	Invoice: 14/10/24 Parking	SMF Airport D. Freese parking, 10/20 In 10/24 Out				85.00	
11/20/2014	West America Bank	Invoice: 14/10/27 Flight	Southwest - D. Freese 5262455383108, 10/27 Dep 10/31 Ret FLC7AH				454.20	
11/20/2014	West America Bank	Invoice: 14/10/31 Hotel	Best Western Costa Mesa - D. Freese, 10/27 In 10/31 Out				443.96	
11/20/2014	West America Bank	Invoice: 14/10/31 Parking	SMF Airport D. Freese parking, 10/27 In 10/31 Out				85.00	
11/20/2014	West America Bank	Invoice: 14/11/03 Flight	Southwest - D. Freese 5262455383728, 11/03 Dep 11/07 Ret F987GM				454.20	
11/20/2014	West America Bank	Invoice: 14/11/07 Hotel	Best Western Costa Mesa - D. Freese, 11/03 In 11/07 Out				471.67	
11/20/2014	West America Bank	Invoice: 14/11/07 Parking	SMF Airport D. Freese parking, 11/03 In 11/07 Out no rcpt				85.00	
11/20/2014	West America Bank	Invoice: 14/11/10 Flight	Southwest - D. Freese 5262455384306, 11/10 Dep 11/12 Ret FFJ7AD				183.20	
11/20/2014	West America Bank	Invoice: 14/11/12 Hotel	Best Western Costa Mesa - D. Freese, 11/10 In 11/12 Out				221.98	
11/20/2014	West America Bank	Invoice: 14/11/12 Parking	SMF Airport D. Freese parking, 11/10 In 11/12 Out no rcpt				51.00	
11/20/2014	West America Bank	Invoice: 14/11/17 Flight	Southwest flight B. Eubanks 526246156429, 11/17 Dep 11/19 Ret F6Z8GT				204.40	
11/20/2014	West America Bank	Invoice: 14/11/18 Flight	Southwest - D. Freese 5262458584690, 11/18 Dep 11/21 Ret FEJ7A5				288.20	
11/20/2014	West America Bank	Invoice: 14/11/18 Flight	Southwest - D. Freese 5262458584690 se, 11/18 Dep 11/21 Ret FM98S5				377.20	
11/20/2014	West America Bank	Invoice: 14/11/18 Flight Cr	11/18/14 flight D. Freese 5262458584690				227.10	
11/20/2014	West America Bank	Invoice: 14/11/19 Parking	SMF Airport B. Eubanks parking, 11/17 In 11/19 Out no rcpt				48.00	
11/20/2014	West America Bank	Invoice: 14/11/24 Flight	Southwest - D. Freese 5262458585332, 11/24 Dep 11/26 Ret FX88TF				308.20	
<b>664-032-03213031-A                      Net:</b>					3,534.07	0.00	35,303.02	
<b>668-032-03213031-A                      Misc Expense-Project, 032, Pac Amp</b>							1,257.12	
11/24/2014	Summarized AP Invoices	Invoices	AP-Invoice		40.00			
11/24/2014	American Reprographics Company	Invoice: 7809291	Planwell and Bidcaster Nov 2014 Pac Amp, NOV 2014				40.00	
<b>668-032-03213031-A                      Net:</b>					40.00	0.00	1,297.12	
<b>\$ Grand Totals</b>								
		<u>Beginning Balance</u>	<u>Net Activity</u>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		93,179.25	5,580.51			5,580.51	0.00	98,759.76
<b>\$ Trial Balances</b>								
						<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
						93,179.25	0.00	93,179.25
						5,580.51	0.00	5,580.51
						99,015.51	0.00	99,015.51





American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

032/3031

Entered 11/25/14

INVOICE NO. 7791413

INVOICE DATE 11/12/14

WORK ORDER# 4837070

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31  
 ATTN: DAVID FREESE @ CFFA  
 WILL CALL/WAITER - CORPORATE  
 345 CLINTON ST.  
 COSTA MESA, CA 92626

DUE: 11/07/14 at 08:30AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP							
DAVID FREESE	916-263-6114		Ed Worcester							
JOB#	JOB NAME	BILLER	LOC							
	OC FAIR EVENT CENTER PACIFIC AMPHITHEATER PHASE II	Maureen Morris	001							
QTY	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6114	Set Up	T 001		1	1		1	EA	5.7800	5.78
1601	PPC Bond - Additional Set	T 001		161	1	36X49	2093	SF	0.2640	552.55
1605	PPC Tinted Bond - Additional Set	T 001		107	1	36X49	1391	SF	0.3080	428.43
1627	Screw Post Blind	T 001		1	1		1	EA	10.5000	10.50
ARC will be closed Thursday and Friday, November 27th and 28th, in observance of the Thanksgiving Holiday.  207 1642										

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
997.26		79.78	1077.04		1077.04

TERMS: Net 30 Days  
 Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.  
 1895493

LT

**Debra Calavano**

---

**From:** David Freese  
**Sent:** Tuesday, November 18, 2014 8:25 AM  
**To:** Debra Calavano  
**Subject:** Re: approval please

Debra

This is approved. This is the final compiling of all addendum's and DSA bulletn's into a final Inspector set of plans for the pacific amphitheater project.

DFreese

On Nov 18, 2014, at 8:14 AM, Debra Calavano <[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)> wrote:

Need your approval

**Debra Calavano**  
**CFFA- Administrative Assistant**  
**California Fair Services Authority**  
[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)  
**Ph: 916-263-6101**  
**Fx: 916-263-6116**

<[administrator@cfsa.org](mailto:administrator@cfsa.org)\_20141118\_091742.pdf>

OK to pay  
B-E 11-24-14



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7803609  
 INVOICE DATE 11/20/14  
 WORK ORDER# f1931051

SOLD TO: Cust# 402524  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

SHIP TO: Cust# 402524  
 ATTN: Will Call - Dave Freese - Will Call  
 CALIFORNIA FAIRS FINANCING AUTHORITY  
 1776 TRIBUTE ROAD  
 SUITE 220  
 SACRAMENTO, CA 95815

DUE: 11/20/14 at 08:00AM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
Dave Freese/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester					
JOB#		JOB NAME		BILLER		LOC				
		FECP AMPITHEATER PH II		Larry Staab		001				
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	PRICE	AMOUNT
6114	Set Up	T	001	1	1		1	EA	5.7800	5.78
6100	PW DMF/Document MNGT	NT	001	33	1		33	EA	2.0000	66.00
6102	PW DMF/Specs	NT	001	83	1		83	EA	0.1650	13.70
6157	3rd Party Download	NT	001	1	1		1	EA	6.0000	6.00
1605	PPC Tinted Bond - Additional Set	T	001	33	2	36X49	858	SF	0.3080	264.26
1627	Screw Post Bind	T	001	2	1		2	EA	10.5000	21.00
1631	PPC Additional Services 1 HOUR LABOR	T	001	1	1		1	EA	105.0000	105.00
<p>ARC will be closed Thursday and Friday,            November 27th and 28th, in observance            of the Thanksgiving Holiday.</p>										

*OK to pay  
 Ben 11-25-14*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
481.74		33.66	515.40		515.40

TERMS: Net 30 Days  
 Please Remit To: American Reprographics Company, LLC 345 Clinton St Costa Mesa, C

Invoices undisputed for 45 days are final.  
 1910507

A 92626

LT

## Cindy Fisher

---

**From:** David Freese  
**Sent:** Tuesday, December 2, 2014 9:11 AM  
**To:** Cindy Fisher  
**Subject:** Re: ARC Invoice 7803609

This is ok to process.

DFreese

On Dec 1, 2014, at 5:05 PM, Cindy Fisher <[cfisher@cfsa.org](mailto:cfisher@cfsa.org)> wrote:

Hi David,

I wasn't sure if Debra routed this invoice your way. This is in addition to the 11/12/14 Invoice for final inspection set of plans totaling \$1,077.04 . Please confirm this invoice is ok to process.

*Thank you,  
Cindy*

CFFA Accounting  
[cfisher@cfsa.org](mailto:cfisher@cfsa.org)  
916 263-6111  
**CFSA and California Fairs**  
**We Are Better Together!**  
*How can we help you today?*

<ARC Inv 7803609.pdf>

**ORBACH HUFF SUAREZ & HENDERSON LLP**

1901 Avenue of the Stars  
Suite 575  
Los Angeles, CA 90067

414.00

California Fairs Finance Authority  
1776 Tribute Road  
Suite 220  
Sacramento, CA  
95815

November 11, 2014

03213031  
757 02114034  
757 overhead

Attention: David Freese

Inv #: 69527

RE: General Facilities  
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
10-01-14	1597		1.60	\$230.00	368.00

03213031  
DRIVE

10-02-14 1597

o/c 03213031  
0.20 \$230.00 46.00

OK To PM  
B I 11-24-14



November 2014 Statement 10/22/2014 - 11/20/2014

Page 2 of 5



CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service ( 1-866-552-8855

Transactions EUBANKS,BRYAN K

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Other Credits		
11/17	11/15	3579	SOUTHWES 5260102729307 800-435-9792 TX MERCHANDISE/SERVICE RETURN BRYAN EUBANKS 11/15/14 DALLAS LOVE TO DALLAS LOVE	\$444.00CR	4/21/14 D. Freese 1 travel - credit to OC

Credit received from airline on Dave Freese Ticket# 5262408604031 4/21/14 flight-passing credit on to Orange County. cf

**BEST WESTERN PLUS NEWPORT INN**  
 2642 Newport Blvd.  
 Costa Mesa, CA 92627



(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 10/24/2014 12:35 PM Josie  
 Loyalty Club: 6006637310286679 Platinum

Room # 331-A

**Registered To:**

Freese, David  
 292 Shasta Drive  
 Vacaville, CA 95687

Conf # 81120  
 Arrival 10/20/14  
 Departure 10/24/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Guest	Acct/Co	Description	From	Reference	Amount
10/20/14	khaled	RC	ROOM CHARGE			\$99.99
10/20/14	khaled	9	ROOM TAX			\$8.00
10/20/14	khaled	91	CITY BIA			\$3.00
10/21/14	kelly	RT	RESTAURANT		Dinner	\$16.79
10/21/14	DEPAL	RC	ROOM CHARGE			\$99.99
10/21/14	DEPAL	9	ROOM TAX			\$8.00
10/21/14	DEPAL	91	CITY BIA			\$3.00
10/22/14	DEPAL	RC	ROOM CHARGE			\$99.99
10/22/14	DEPAL	9	ROOM TAX			\$8.00
10/22/14	DEPAL	91	CITY BIA			\$3.00
10/23/14	khaled	RC	ROOM CHARGE			\$99.99
10/23/14	khaled	9	ROOM TAX			\$8.00
10/23/14	khaled	91	CITY BIA			\$3.00
10/24/14	Josie	VS	PAYMENT VISA/MC		0686 - 810265	\$460.75

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

(\$16.79)

\$443.96

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 614280

Cashier : 101 Seq # 40778  
License Plate : NOPLATE  
Ent : 04:55 10/20/14 Lane 35  
Exit: 13:09 10/24/14 Lane 56  
Duration: 4D(s) 8H(s) 14M(s)  
Rate Code: 36 Shift: 102

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

8 Day(s) @ \$17.00 = \$85.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_



# David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, October 21, 2014 5:39 PM  
**To:** David Freese  
**Subject:** Flight reservation (FLC7AH) | 27OCT14 | SMF-SNA | Freese/David

You're all set for your trip!

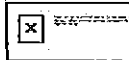


[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 10/27/14 - Orange County

### AIR Itinerary

**AIR Confirmation: FLC7AH**

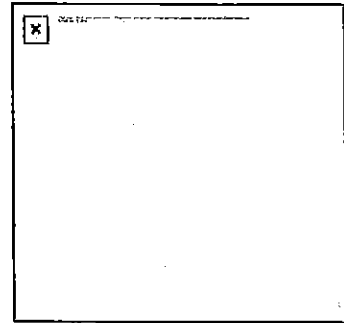
Confirmation Date: 10/21/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262456383108	Oct 21, 2015	3962

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 Oct 27	4126	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:30 AM Travel Time 1 hrs 25 mins Anytime
Fri Oct 31	1031	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 11:15 AM

Arrive in **SACRAMENTO, CA (SMF)** at **12:40 PM**  
Travel Time 1 hrs 25 mins  
Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**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: 454.20**

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.

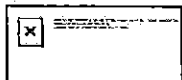
Fare Rule(s): 5262455383108; NONTRANSFERABLE.

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 SNA198.14YL WN SMF198.14YL 396.28 END ZPSMFSNA XFSMF4.5SNA4.5  
AY11.20\$SMF5.60 SNA5.60



Learn About Our  
Boarding Process



Get EarlyBird  
Check-In® Details

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**Cost and Payment Summary**

AIR - FLG7AH

Base Fare	\$ 396.28	<b>Payment Information</b>
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Oct 21, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$454.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 454.20</b>	

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 10/31/2014 12:05 PM mary

Loyalty Club: 6006637310286679

Platinum

Room # 307-A

**Registered To:**

Freese, David  
292 Shasta Drive  
Vacaville, CA 95687

Conf # 81354  
Arrival 10/27/14  
Departure 10/31/14

Room Type KDZ-King ~  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCd	Description	From	Reference	Amount
10/27/14	khaled	RC	ROOM CHARGE			\$99.99
10/27/14	khaled	9	ROOM TAX			\$8.00
10/27/14	khaled	91	CITY BIA			\$3.00
10/28/14	Josle	GIFT	GIFT SHOP		popcorn@sunny D	\$5.00
10/28/14	DEPAL	RC	ROOM CHARGE			\$99.99
10/28/14	DEPAL	9	ROOM TAX			\$8.00
10/28/14	DEPAL	91	CITY BIA			\$3.00
10/29/14	DEPAL	RC	ROOM CHARGE			\$99.99
10/29/14	DEPAL	9	ROOM TAX			\$8.00
10/29/14	DEPAL	91	CITY BIA			\$3.00
10/30/14	khaled	RC	ROOM CHARGE			\$99.99
10/30/14	khaled	9	ROOM TAX			\$8.00
10/30/14	khaled	91	CITY BIA			\$3.00
10/31/14	mary	VS	PAYMENT VISA/MC		0686 - 917211	\$448.96

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

(\$5.00)

\$443.96

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated,

Signature \_\_\_\_\_

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 411345

Cashier : 27 Seq # 28758  
License Plate : NOPLATE  
Ent : 04:55 10/27/14 Lane 39  
Exit: 12:54 10/31/14 Lane 60  
Duration: 40(s) 7H(s) 59M(s)  
Rate Code: 36 Shift: 221

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

5 Day(s) @\$17.00 = \$85.00

\*\*\* End Calculation Details \*\*\*

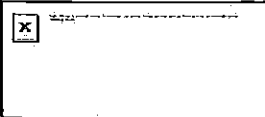
\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

# David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, October 21, 2014 5:41 PM  
**To:** David Freese  
**Subject:** Flight reservation (F987GM) | 03NOV14 | SMF-SNA | Freese/David

You're all set for your trip!



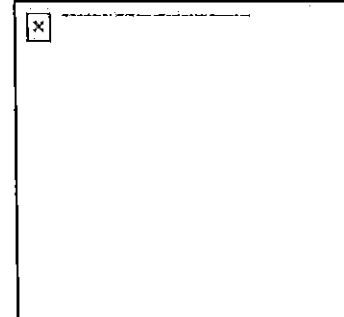
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip:** 11/03/14 - Orange County



### AIR Itinerary

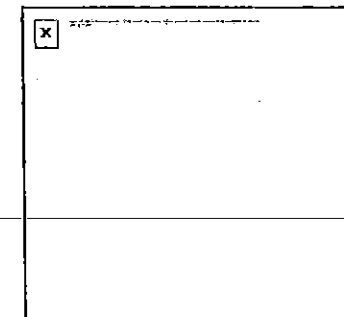
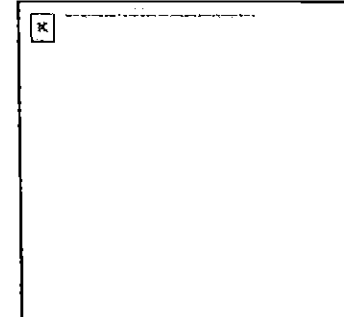
**AIR Confirmation: F987GM**

Confirmation Date: 10/21/2014

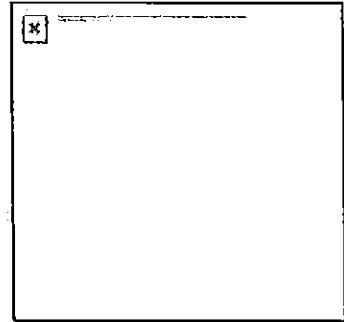
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262455383728	Oct 21, 2015	3962

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 Nov 3	200	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins Anytime
Fri Nov 7	420	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:15 PM



Arrive in SACRAMENTO, CA (SMF) at 4:40 PM  
Travel Time 1 hrs 25 mins  
Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**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: 454.20

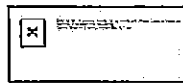
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262455383728: 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 SNA198.14YL WN SMF198.14YL 396.28 END ZPSMF SNA XFSMF4.5SNA4.5  
AY11.20\$SMF5.60 SNA5.60



Learn About Our  
Boarding Process



Get EarlyBird  
Check-In® Details

---

**Cost and Payment Summary**

AIR - F987GM

Base Fare	\$ 396.28	<b>Payment Information</b>
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Oct 21, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$454.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 454.20</b>	

ROCKETMILES

Rocketmiles Concierge <support@rocketmiles.com>

## BEST WESTERN PLUS Newport Mesa Inn Reservation Confirmation, David Freese, Monday, 03 Nov 2014 - 4 Nights

1 message

Rocketmiles Concierge <concierge@rocketmiles.com>  
To: David Freese <dfreese@cfssa.org>

Thu, Oct 30, 2014 at 12:57 PM



### Your Booking Confirmation

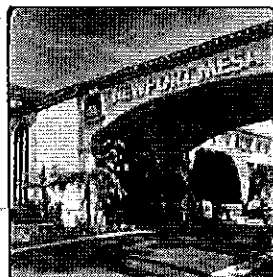
Hi David,

Your reservation at **BEST WESTERN PLUS Newport Mesa Inn** has been confirmed. Attached to this email is a room receipt for expense reporting.

This reservation will also earn you a total of **7,000 Rapid Rewards® Points** after you check out.

Rocketmiles Confirmation Code: **X8Q4H5**

[View Reservation](#)



**BEST WESTERN PLUS Newport Mesa Inn**

2642 Newport Boulevard, Costa Mesa, California 92627-4626

**Guest Name** David Freese

**Check In** Monday, 03 Nov 2014

**Check Out** Friday, 07 Nov 2014

**Number of Guests** 2

**Room Type** Standard - 1 bed requested

**Cancellation Policy**

This booking will be 100% refundable if cancelled before 11:59pm local time November 1st. After this time, cancellations will incur a 1-night penalty. To view, cancel or change this reservation, please visit the Reservations tab in My Account by clicking here.

**4 Nights** \$419.96 USD

**Taxes & Fees** \$51.71 USD

**Grand Total** \$471.67 USD

**Payment Method** VISA ending in 0686

**Points Earned** 4,000 + 3,000 Rapid Rewards® Points

**Posting Date** Within 2 weeks of check out

This is a pre-paid rate and the reservation is made by Rocket Travel, Inc. The above charges will appear on your card from RTI\*BEST WESTERN PLUS New.

For delayed arrivals or specific questions about the hotel and its services, please contact the hotel directly at 949-650-3020.

Any modification to this reservation, such as a cancellation or change request, must be made by



## BEST WESTERN PLUS Newport Mesa Inn

2642 Newport Boulevard, Costa Mesa, California 92627-4626

### Your Reservation Confirmation

Confirmation Code **X8Q4H5**

Guest Name **David Freese**

Check-in **Monday, 03 Nov 2014 @ 2:00 pm**

Check-out **Friday, 07 Nov 2014 @ 11:00 am**

Room Type **Standard - 1 bed requested**

Length of Stay **4 nights**

#### Cancellation Policy

This booking will be 100% refundable if cancelled before 11:59pm local time November 1st. After this time, cancellations will incur a 1-night penalty.

### Payment and Rate Information

Average Room Cost Per Night **\$104.99 USD**

Total Room Cost for 4 nights **\$419.96 USD**

#### Payment Information

Taxes and Fees **\$51.71 USD**

Total Charges **\$471.67 USD**

Card **VISA ending in 0686**

Status **Confirmed - paid in full on 30 Oct 2014**

The above charges will appear on your card from RTI\***BEST WESTERN PLUS Newport Mesa Inn.**

---

Rocketmiles and should not be made through the hotel directly. Please log in to your Rocketmiles account or contact us by phone or email prior to travel for this or any other assistance.

We also welcome you to contact us with any feedback to help us make your next Rocketmiles experience even better.

**Your Rocketmiles Concierge**

conciierge@rocketmiles.com

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+1-773-257-7680 (International)

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Rocket Travel, Inc. 560 W Washington Blvd, Chicago IL 60661  
+1-855-355-7625 (US) | +1-773-257-7680 (International) | [www.rocketmiles.com](http://www.rocketmiles.com)

 DavidFreese\_X8Q4H5.pdf  
2K



November 2014 Statement 10/22/2014 - 11/20/2014

Page 4 of 5



CAL CONST AUTHORITY

Cardmember Service 1-866-552-8855

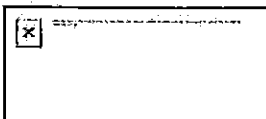
Transactions FREESE, DAVID M

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
10/23	10/21	1721	SOUTHWES 5262455384792 800-435-9792 TX FREESE/DAVID 11/18/14 - 11/21 Ret. FES7A5 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$288.20	
10/27	10/24	1204	BEST WESTERN NEWPORT I COSTA MESA CA 10/29 receipt	\$460.75	Flight - Sept
10/27	10/24	7706	SMF PARKING SACRAMENTO CA	\$85.00	
10/31	10/30	7532	RTI*BEST WESTERN PLUS 855-3557625 IL 11/03-11/07	\$471.67	APL
11/03	10/31	3540	BEST WESTERN NEWPORT I COSTA MESA CA	\$448.96	
11/03	10/31	4988	SMF PARKING SACRAMENTO CA	\$85.00	
11/06	11/04	0861	SOUTHWES 5262458584690 800-435-9792 TX FREESE/DAVID 11/18/14 11/21 Ret FM9855 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$377.20	see credit
11/06	11/04	0879	SOUTHWES 5262458585332 800-435-9792 TX FREESE/DAVID 11/24/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$308.20	
11/10	11/07	7111	SMF PARKING SACRAMENTO CA 11/03-11/07	\$85.00	no rept
11/13	11/12	1640	SMF PARKING SACRAMENTO CA 11/10-11/12	\$51.00	no rept
11/14	11/12	3370	BEST WESTERN NEWPORT I COSTA MESA CA	\$221.98	

## David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, October 21, 2014 5:43 PM  
**To:** David Freese  
**Subject:** Flight reservation (FFJ7AD) | 10NOV14 | SMF-SNA | Freese/David

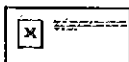
You're all set for your trip!



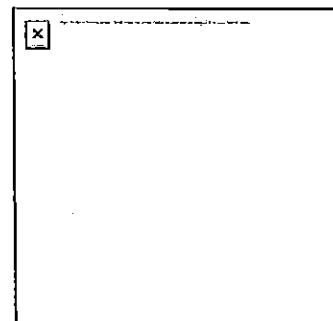
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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### Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip:** 11/10/14 - Orange County



**AIR Itinerary**

**AIR Confirmation:** FFJ7AD

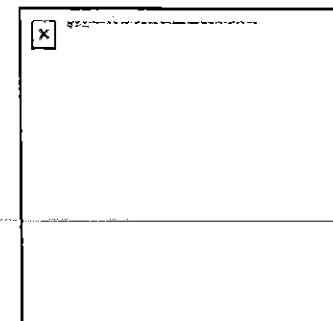
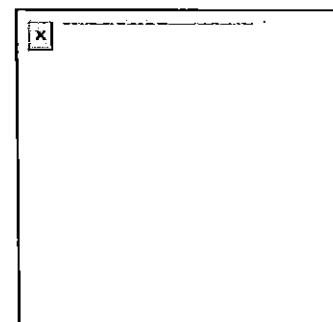
Confirmation Date: 10/21/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262455384306	Oct 21, 2015	865

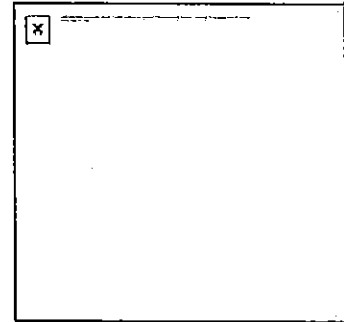
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Nov 10	200	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>

Wed Nov 12	1903	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 11:50 AM
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Arrive in **SACRAMENTO, CA (SMF)** at 1:15 PM  
 Travel Time 1 hrs 25 mins  
[Wanna Get Away](#)



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**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.

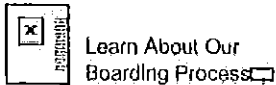
Air Cost: 183.20

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.

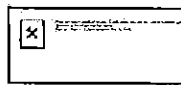
Fare Rule(s): 5262455384306; NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA51.16TZUNNR WN SMF93.02SLNVVNR 144.18 END ZPSMFSNA  
 XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our Boarding Process



Get EarlyBird Check-In® Details

**Cost and Payment Summary**

AIR - FFJ7AD

Base Fare	\$ 144.18	<b>Payment Information</b>
Excise Taxes	\$ 10.82	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Oct 21, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$183.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 183.20</b>	

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 11/12/2014 07:27 AM mary  
Loyalty Club: 6006637310286679

Platinum

Room # 331-A

Registered To:  
Freese, David  
BW-REGULAR GUESTS  
292 Shasta Drive  
Vacaville, CA 95687

Conf # 82337  
Arrival 11/10/14  
Departure 11/12/14

Room Type KDZ-King -  
Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
11/10/14	khaled	RC	ROOM CHARGE			\$99.99
11/10/14	khaled	9	ROOM TAX			\$8.00
11/10/14	khaled	91	CITY BIA			\$3.00
11/11/14	DEPAL	RC	ROOM CHARGE			\$99.99
11/11/14	DEPAL	9	ROOM TAX			\$8.00
11/11/14	DEPAL	91	CITY BIA			\$3.00
11/12/14	mary	VS	PAYMENT VISA/MC		0686 - 810103	\$221.98-

<b>Balance Due</b>	<b>\$0.00</b>
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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 \_\_\_\_\_

Español



PLAN A TRIP SPECIAL OFFERS RAPID REWARDS®



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #F6Z8GT

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
Monday, November 17, 2014 -  
Wednesday, November 19, 2014

Air Total: \$454.20

Amount Paid  
\$454.20

Trip Total  
\$454.20

*Used Credit Vouchers*  
114.90  
134.90  

---

249.80  
*paid cc \$204.40*

NOV 17  
MON

11/17/14 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
11/17/2014 - 11/19/2014

Confirmation #  
**F6Z8GT**

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

0000325019796

<b>DEPART</b> NOV 17	02:50 PM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3661 Southwest	Monday, November 17, 2014
<b>MON</b>	04:10 PM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 20 m (Nonstop) Anytime
<b>RETURN</b> NOV 19	03:15 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #420 Southwest	Wednesday, November 19, 2014
<b>WED</b>	04:40 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

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Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com® or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board. WiFi, TV, and related services may vary and are subject to change based on assigned aircraft. Learn More

PRICE: ADULT

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime GreatFexbity	• Fully refundable • Same-day changes • No change fees	1	\$227.10
Return	SNA-SMF		• Fully refundable	1	\$227.10

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
		<b>Anytime</b> Great Rewards	<ul style="list-style-type: none"> <li>✓ Saturday Cheaper</li> <li>✓ No Change Fees</li> </ul>		
<p>Enroll in Rapid Rewards and earn at least 3962 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.</p>				<b>Subtotal</b>	<b>\$454.20</b> Fare Breakdown
<p>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.</p>				<b>Bag Charge</b>	<b>\$0.00</b>
					<b>Air Total:</b> <b>\$454.20</b>

Gov't taxes & fees now Included

**Purchaser Name** Bryan Eubanks      **Billing Address** 1776 Tribute Road Suite 100  
Sacramento, CA US 95815

Form of Payment				Amount Applied
Visa - XXXXXXXXXXXXX-1737				<b>\$204.40</b>
Southwest LUV Voucher - XXXXXXXXXXXXX2612	<b>Original Balance</b>	<b>Applied</b>	<b>Remaining</b>	<b>\$134.90</b>
	\$134.90	\$134.90	\$0.00	
Southwest LUV Voucher - XXXXXXXXXXXXX2588	<b>Original Balance</b>	<b>Applied</b>	<b>Remaining</b>	<b>\$114.90</b>
	\$114.90	\$114.90	\$0.00	
				<b>Amount Paid</b> <b>\$454.20</b>
				<b>Trip Total</b> <b>\$454.20</b>

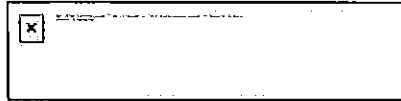
© 2014 Southwest Airlines Co. All Rights Reserved. Use of the Southwest website and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy



**Debra Calavano**

---

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, November 14, 2014 6:01 PM  
**To:** Debra Calavano  
**Subject:** You have received a Southwest LUV Voucher



20141114

**BRYAN EUBANKS**

We appreciate the opportunity to provide you with this electronic travel credit (Southwest LUV Voucher). We thank you for your patronage and hope to see you onboard one of our LUV jets soon!

You may redeem your Southwest LUV Voucher on a future Southwest Airlines flight by:

- Booking Online at [southwest.com](http://southwest.com)
- Calling Reservations at 1-800-I-FLY-SWA (1-800-435-9792)
- Visiting a Southwest Airlines Ticket Counter

Keep in mind:

- Your Southwest LUV Voucher must be redeemed at time of purchase by providing the 16-digit number and four-digit security code listed below.
- Southwest LUV Vouchers may be used as payment toward future air fare only on Southwest Airlines - operated flights.
- Southwest LUV Vouchers are not redeemable as payment toward government imposed taxes and fees, miscellaneous charges, Southwest Airlines Vacations packages, or travel either wholly or in part on other air carriers.
- Southwest LUV Vouchers are VOID if sold, altered, purchased, brokered, and/or bartered.
- See complete [Terms and Conditions](#) on [southwest.com](http://southwest.com) for use of your Southwest LUV Voucher.

Issued To: **BRYAN EUBANKS**

Amount: **114.90**

Southwest LUV Voucher Number:  
9182 4700 5746 2588

Security Code: 7766

Issue Date: 20141114

Expiration Date: 20150514

Important: All travel must be completed by the expiration date.

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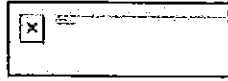
For Southwest Use Only:

Ref#: RefundClaims109007445

Order Number: 6308646

Please print this e-mail for your records.

View remaining funds and status of your Southwest LUV Voucher at [southwest.com](http://southwest.com) or call 1-866-393-2081.



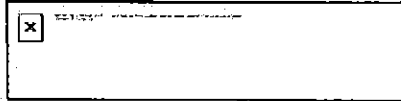
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This is a post only mailing from Southwest Airlines. Please do not attempt to respond to this message.

**Debra Calavano**

---

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, November 14, 2014 6:01 PM  
**To:** Debra Calavano  
**Subject:** You have received a Southwest LUV Voucher



20141114

BRYAN EUBANKS

We appreciate the opportunity to provide you with this electronic travel credit (Southwest LUV Voucher). We thank you for your patronage and hope to see you onboard one of our LUV jets soon!

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- Booking Online at [southwest.com](http://southwest.com)
- Calling Reservations at 1-800-I-FLY-SWA (1-800-435-9792)
- Visiting a Southwest Airlines Ticket Counter

Keep in mind:

- Your Southwest LUV Voucher must be redeemed at time of purchase by providing the 16-digit number and four-digit security code listed below.
- Southwest LUV Vouchers may be used as payment toward future air fare only on Southwest Airlines - operated flights.
- Southwest LUV Vouchers are not redeemable as payment toward government imposed taxes and fees, miscellaneous charges, Southwest Airlines Vacations packages, or travel either wholly or in part on other air carriers.
- Southwest LUV Vouchers are VOID if sold, altered, purchased, brokered, and/or bartered.
- See complete [Terms and Conditions](#) on [southwest.com](http://southwest.com) for use of your Southwest LUV Voucher.

Issued To: **BRYAN EUBANKS**

Amount: **134.90**

Southwest LUV Voucher Number:  
9182 4700 5746 2612

Security Code: 7125

Issue Date: 20141114

Expiration Date: 20150514

Important: All travel must be completed by the expiration date.

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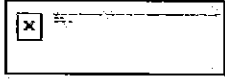
For Southwest Use Only:

Ref#: RefundClaims109007498

Order Number: 6398686

Please print this e-mail for your records.

View remaining funds and status of your Southwest LUV Voucher at [southwest.com](http://southwest.com) or call 1-866-393-2081.



---

Read about Southwest Airlines' [privacy policy](#).  
This is a post only mailing from Southwest Airlines. Please do not attempt to respond to this message.

# David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, October 21, 2014 5:45 PM  
**To:** David Freese  
**Subject:** Flight reservation (FEJ7A5) | 18NOV14 | SMF-SNA | Freese/David

You're all set for your trip!

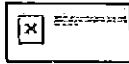


[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



 Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 11/18/14 - Orange County

### AIR Itinerary

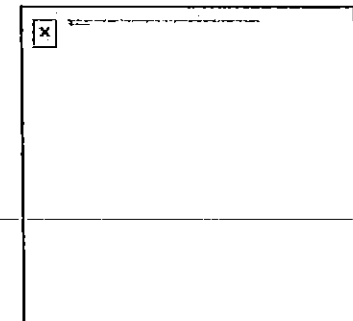
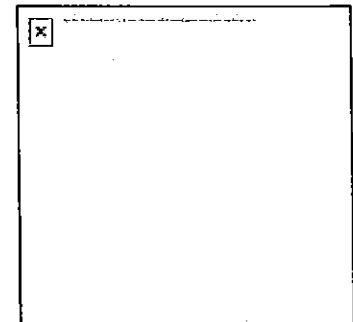
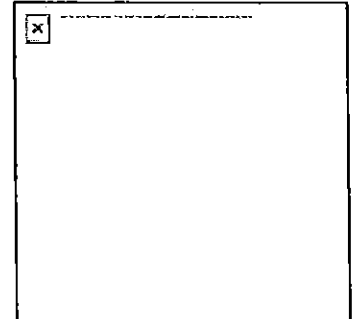
**AIR Confirmation:** FEJ7A5

Confirmation Date: 10/21/2014

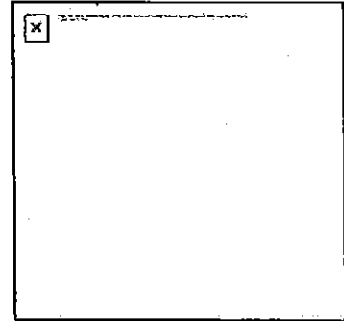
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262455384792	Oct 21, 2015	2243

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Tue Nov 18	200	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Fri Nov 21	420	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:15 PM



Arrive in SACRAMENTO, CA (SMF) at 4:40 PM  
 Travel Time 1 hrs 25 mins  
Anytime



**What you need to know to travel:**

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- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**Remember to be in the gate area on time and ready to board:**

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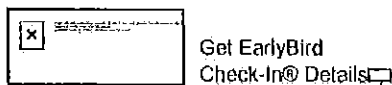
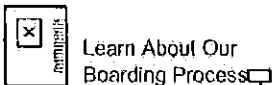
Air Cost: 288.20

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): 5262455384792: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA43.72TLNVWNR WN SMF198.14YL 241.86 END ZPSMFSNA  
 XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



**Cost and Payment Summary**

See FM 9875

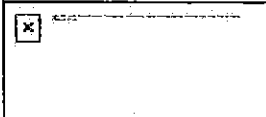
AIR - FEJ7A5

Base Fare	\$ 241.86	<b>Payment Information</b>
Excise Taxes	\$ 18.14	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Oct 21, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$288.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 288.20</b>	

# David Freese

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, November 04, 2014 5:40 PM  
**To:** David Freese  
**Subject:** Flight reservation (FM9855) | 18NOV14 | SMF-SNA | Freese/David

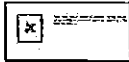
You're all set for your trip!



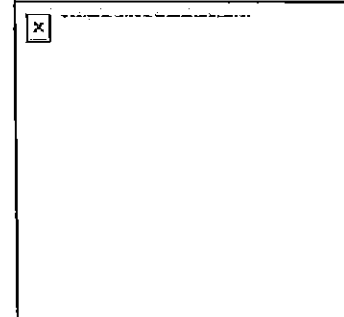
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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## Ready for takeoff!



Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip:** 11/18/14 - Orange County



**AIR Itinerary**

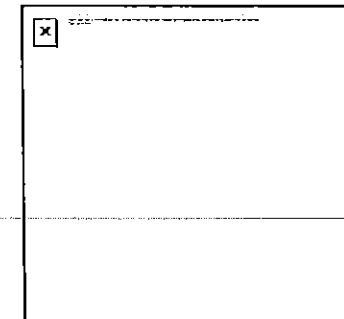
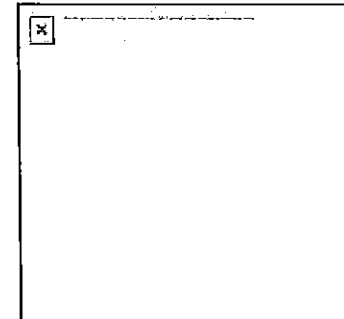
**AIR Confirmation: FM9855**

Confirmation Date: 11/4/2014

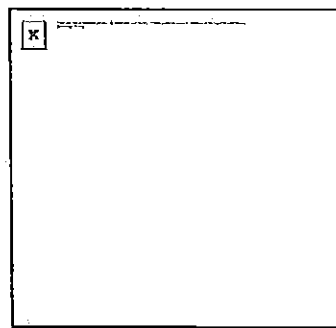
Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262458584690	Nov 4, 2015	2740

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Tue Nov 18	200	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>
Fri Nov 21	420	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 3:15 PM



Arrive in **SACRAMENTO, CA (SMF)** at 4:40 PM  
 Travel Time 1 hrs 25 mins  
Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

**Remember to be in the gate area on time and ready to board:**

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- 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.

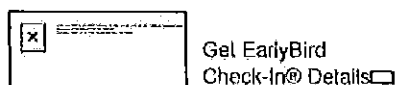
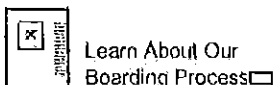
Air Cost: 377.20

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): 5262458584690: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA128.51OLNUPNR WN SMF198.14YL 324.65 END ZPSMFSNA  
 XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



**Cost and Payment Summary**

AIR - FM98S5

Base Fare	\$ 324.65	<b>Payment Information</b>
Excise Taxes	\$ 24.35	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Nov 4, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$377.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 377.20</b>	

-227.10  
2





Transactions FREESE, DAVID M.

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
11/19	11/18	2991	SOUTHWES 5262458584690 800-435-9792 TX MERCHANDISE/SERVICE RETURN FREESE/DAVID 11/18/14 11/25 Ret. DALLAS LOVE TO DALLAS LOVE	\$227.10CR	no receipt
<b>Purchases and Other Debits</b>					
10/23	10/21	1697	SOUTHWES 5262455383108 800-435-9792 TX FREESE/DAVID 10/27/14 10/31 Ret. SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$454.20	
10/23	10/21	1705	SOUTHWES 5262455383728 800-435-9792 TX FREESE/DAVID 11/03/14 11/17 Ret. SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$454.20	lodging app.
10/23	10/21	1713	SOUTHWES 5262455384306 800-435-9792 TX FREESE/DAVID 11/10/14 11/12 Ret. SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$183.20	

Continued on Next Page



November 2014 Statement 10/22/2014 - 11/20/2014

Page 3 of 5

CAL CONST AUTHORITY

Cardmember Service ( 1-866-552-8855

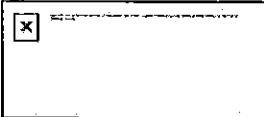
Transactions: EUBANKS, BRYAN K

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
11/19	11/17	5060	SOUTHWES 5262461564295 800-435-9792 TX EUBANKS/BRYAN 11/17/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$204.40	
11/20	11/19	3270	SMF PARKING SACRAMENTO CA	\$48.00	<u>no rept.</u>

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Tuesday, November 04, 2014 5:42 PM  
**To:** David Freese  
**Subject:** Flight reservation (FX88TF) | 24NOV14 | SMF-SNA | Freese/David

You're all set for your trip!

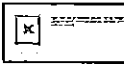


[My Account](#) | [View My Itinerary Online](#)

**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:** 11/24/14 - Orange County

 **AIR Itinerary**

**AIR Confirmation: FX88TF**

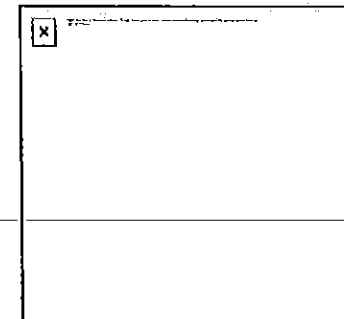
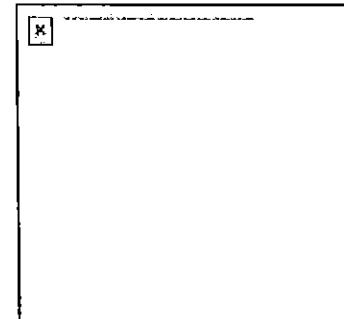
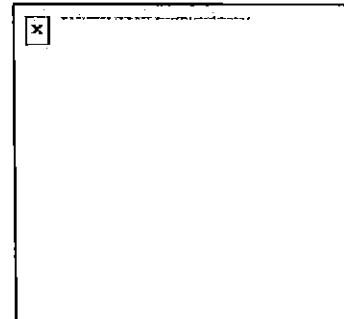
Confirmation Date: 11/4/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262458585332	Nov 4, 2015	2429

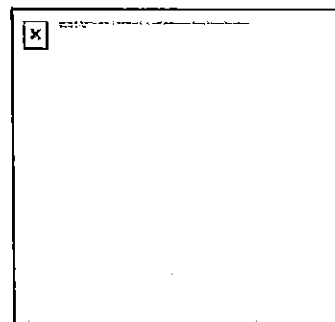
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Nov 24	200	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:05 AM Travel Time 1 hrs 25 mins <a href="#">Wanna Get Away</a>

Wed Nov 26	3597	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:45 PM
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Arrive in SACRAMENTO, CA (SMF) at 2:10 PM  
Travel Time 1 hrs 25 mins  
Anytime



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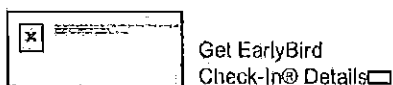
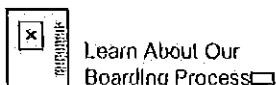
Air Cost: 308.20

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): 5262458585332: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

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SMF WN SNA43.72TLNUIHNR WN SMF216.74YLN EV 260.46 END ZPSMF SNA  
XF S MF 4.5 SNA 4.5 AY 11.20 \$ S MF 5.60 SNA 5.60



**Cost and Payment Summary**

---

AIR - FX88TF

Base Fare	\$ 260.46	Payment Information
Excise Taxes	\$ 19.54	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Nov 4, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$308.20
September 11th Security Fee	\$ 11.20	
<b>Total Air Cost</b>	<b>\$ 308.20</b>	



American Reprographics Company, LLC  
 345 Clinton St, Costa Mesa, CA 92626  
 Federal Tax ID: 95-4657871

INVOICE NO. 7809291

INVOICE DATE 11/24/14

WORK ORDER# 110022-14

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: 11/24/14 at 07:45AM

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 NOV</p> <p>ARC will be closed Thursday and Friday, November 27th and 28th, in observance of the Thanksgiving Holiday.</p>										

*OK TO PAY  
 B-E 12-10-14*

For Billing Inquiries, please contact your local branch at 714-751-2680  
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
40.00			40.00		40.00

TERMS: Net 30 Days  
 Please Remit To: American Reprographics Company, LLC 345 Clinton St Costa Mesa, C

Invoices undisputed for 45 days are final.  
 1914826

A 92626

LT



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76095  
Date Paid: 02/04/2015

## Payment Authorization

Date: 01/30/2015

Amount: \$1,337.64

Vendor Name: MAKE Architecture.

Invoice No.: 26

Invoice Date: 01/27/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

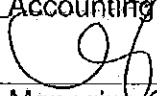
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

# Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No. 28 )

To: MAKE Architecture

2138 Hyperion Ave

Studio A

Los Angeles, CA 90027

(323) 669-0278

CFFA Project: Pacific Amphitheatre Renov.

Project Location: Costa Mesa, CA

CFFA Project No.: 03211031 03213031 <sup>CF</sup>

Reporting Period: 8/1/2014 to 12/31/2014

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

One Thousand Three Hundred Thirty Seven Dollars and Sixty Four Cents (\$ 1,337.64)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$	<u>273,616.50</u>
Net Change by Change Orders <i>(includes numbers 1, 2, 3, 4, 5, 6)</i>	\$	<u>250,990.00</u>
Contract Sum to Date	\$	<u>524,606.50</u>
Total Completed and Stored to Date	\$	<u>499,257.50</u>
Retention (10%)	\$	<u>49,925.75</u>
Total Earned less Retention	\$	<u>449,331.75</u>
Total Reimbursable Expenses To Date	\$	<u>19,578.28</u>
Subtotal	\$	<u>468,910.03</u>
Less Previous Payments	\$	<u>467,572.39</u>
<b>CURRENT PAYMENT DUE</b>	\$	<u><b>1,337.64</b></u>

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature

William Beaulier, CEO

Date 01/27/2014

California Fairs Financing Authority  
 1776 Tribute Road, Suite 220  
 Sacramento, CA 95815  
 (916) 263-6100  
 Fax (916) 263-6116

## Application for Payment

Aug - Dec 2014

Contractor Name		Project Name & Location		CFFA Project No.	CFFA Contract No.	Reporting Period	
MAKE Architecture		Pacific Amphitheatre Renovation		03212031 03211031		26 of	
Item #	Description of Work	Original Contract Sum	Retained Previous	Previous Payments		Current Billings	
				Qty % Completed	Amount	Qty % Completed	Amount
1	Architectural Services - Design Team	\$206,511.00	\$20,651.09	100%	\$185,859.91	-	0
2	Geo Survey Equip	\$29,420.00	\$2,943.00	100%	\$26,487.00	-	0
3	Acoustical Consulting	\$13,280.00	\$1,135.40	85.5%	\$10,218.60	-	0
4	Fountain Consulting	\$972.50	\$97.25	9.6%	\$875.25	-	0
5	Reimbursable Expenses (Estimated)	\$23,423.00	\$0	77.8%	\$18,246.03	5.7%	\$1,332.25
6	ASL 1- Concurrent Berm Phase 1 Preliminary Design	\$37,740.00	\$3,774.00	100%	\$33,966.00	-	0
7	ASL 2- Additional Geotechnical Testing	\$9,940.00	\$694.00	100%	\$6,246.00	-	0
8	ASL 3- Concurrent Berm Reconfig and Plaza	\$121,735.00	\$12,172.90	99.9%	\$109,558.11	0.1%	\$5.99
9	ASL4- Restroom Buildings	\$64,875.00	\$6,487.51	100 %	\$58,207.50	-	0
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,380.00	100%	\$12,420.00	-	0
11	ASL6- Design Build Berm Planting Revisions	\$6,100.00	\$610.00	100%	\$5,490.00	-	0
<b>TOTALS</b>		<b>\$524,606.50</b>	<b>\$49,925.15</b>	<b>98.6%</b>	<b>\$467,672.40</b>	<b>0.1%</b>	<b>\$1,332.24</b>

Approvals and Certifications	Date
Contractor	
Inspector	
Project Mgr	
Operations Mgr	
Controller	
Executive Director	

**Retention Payment**

Certified Payroll

Change Order Signed

Lien Release Signed

NOC File Date: \_\_\_\_\_

Verified By: \_\_\_\_\_

Total Current Billings \_\_\_\_\_ **\$5.99**

Retention ( 10 %) \_\_\_\_\_ **\$0.60**

Reimbursable Expenses \_\_\_\_\_ **\$1,332.25**

**AMOUNT DUE** \_\_\_\_\_ **\$1,337.84**





2138 HYPERION AVE, STUDIO A  
LOS ANGELES, CA 90027  
TEL: 323.669.0278  
WWW.MAKEARCH.COM

**Invoice**  
**12010-26**

Date 1/24/2015

Invoice Period
08/01/14-12/31/14

To California Fair Financing Authority  
Attn: David Freese  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
add. service	additional services- ASL3	0.1%		5.99	100%	5.99
<b>REIMBURSABLE</b>						
prints	8.5x11 black&white		792	0.49		388.08
prints	8.5x11 color		2	0.98		1.96
prints	18x24 black&white		3	2.40		7.20
prints	48x36 black&white		1	7.50		7.50
mileage	15 trips to project site		1,440	0.56		806.40
	<b>SUBTOTAL</b>					<b>1,211.14</b>
Reimb. Mark-up			1,211.14	0.10		121.11
<b>Invoice Total</b>						<b>\$1,338.24</b>

Architecture  
2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027

Interiors

Furniture  
t: 323.669.0278  
f: 323.669.0282  
admin@makearch.com









CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76117  
Date Paid: 02/11/2015

## Payment Authorization

Date: 02/02/2015

Amount: \$532,973.75

Vendor Name: AWI Builders, Inc.

Invoice No.: 13

Invoice Date: 01/30/2015

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

Bryce Ed  
Project Manager

Bryce Ed  
Construction Manager

Cindy Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee

# OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION No.:</b>	<b>13</b>	<b>Distribution To:</b>	<u>OWNER</u>
California Fairs Financing Authority	OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II	<b>PERIOD TO:</b>	<u>1/30/2015</u>	<u>ARCHITECT</u>	
88 Fair Drive, Costa Mesa CA 92626	100 Fair Drive, Costa Mesa Ca 92626	<b>CONTRACT FOR:</b>		<u>CONTRACTOR</u>	
<b>AWI BUILDERS, INC.</b>	VIA ARCHITECT:	<b>CONTRACT DATE:</b>	<u>032-13031</u>	<u>FIELD</u>	
7831 Paramount Blvd, Pico Rivera CA 90660		<b>PROJECT NOS:</b>		<u>OTHER</u>	
		<b>JOB NO:</b>			

### 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).....	\$8,963,620.00
5. RETAINAGE.....	448,181.00
a. 5% of Completed Work (Column D + E on G703)	0
b. % of Stored Material (Column F on G703)	\$448,181.00
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$8,515,439.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total).....	\$7,982,465.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$532,973.75
8. CURRENT PAYMENT DUE.....	\$2,109,861.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	

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 payments shown herein is now due.

Contractor: AWI Builders, Inc. Date: 1/31/2015  
 By: [Signature]  
 State of: California  
 County of: Los Angeles  
 Suscribed and sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_  
 Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 532,973.75  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 292,448.00	\$ (15,448.00)
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 292,448.00</b>	<b>\$ (15,448.00)</b>
<b>NET CHANGES by Change Order</b>	<b>\$277,000.00</b>	

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_ Date: \_\_\_\_\_  
 BY: \_\_\_\_\_



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	\$ 358,680.00		\$ 358,680.00	-	-	358,680.00	98.00%	7,320.00	17,984.00
057100		Ornamental Formed Metal	\$ 12,500.00		\$ 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
060000		DIVISION 06 - WOOD AND PLASTIC	\$ 74,300.00		\$ 74,300.00						
061600		Finish Carpentry	\$ 11,900.00		\$ 11,900.00	17,000.00		28,900.00	85.00%	5,100.00	1,445.00
064023		Custom Cabinets	\$ 1,330.00		\$ 1,330.00	11,395.00		12,635.00	95.00%	665.00	631.75
068200		Fiber Reinforced Plastic Panels	\$ 6,750.00		\$ 6,750.00	13,500.00		20,250.00	75.00%	6,750.00	1,012.50
070000		DIVISION 07 - THERMAL/MOISTURE PROTECTION	\$ 307,500.00		\$ 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 Sealer	\$ 4,250.00		\$ 4,250.00	-	-	4,250.00	85.00%	750.00	212.50
072100		Building Insulation	\$ 34,850.00		\$ 34,850.00	6,150.00		41,000.00	100.00%	-	2,050.00
074213		Metal Wall Panels	\$ 5,000.00		\$ 5,000.00	7,500.00		12,500.00	25.00%	37,500.00	625.00
074213	1	Installation	\$ 40,000.00		\$ 4,000.00	6,000.00		10,000.00	25.00%	30,000.00	500.00
075423		Thermoplastic Polyolefin TPO Roofing material	\$ 60,000.00		\$ 54,000.00	-	-	54,000.00	90.00%	6,000.00	2,700.00
075423	1	Installation	\$ 47,000.00		\$ 42,300.00	-	-	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		\$ 6,750.00	750.00		7,500.00	100.00%	-	375.00
080000		DIVISION 08 - DOORS	\$ 574,500.00		\$ 574,500.00						
081113		Steel Doors and Frames	\$ 24,000.00		\$ 19,200.00	4,560.00		23,760.00	99.00%	240.00	1,185.00
081113	1	Access Doors and Frames	\$ 4,000.00		\$ 400.00	3,600.00		4,000.00	100.00%	-	200.00
083323		Overhead Coiling Doors	\$ 13,000.00		\$ 10,400.00	2,600.00		13,000.00	100.00%	-	690.00
084113		Aluminum Framed Entrances and Storefronts	\$ 320,000.00		\$ 304,000.00	16,000.00		320,000.00	100.00%	-	16,000.00
084233		Revolving Door Entrances	\$ 50,000.00		\$ 42,900.00	7,500.00		50,000.00	100.00%	-	2,500.00
084413		Glazing Curtain Wall	\$ 67,000.00		\$ 57,950.00	3,050.00		61,000.00	100.00%	-	3,050.00
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	7,500.00		37,500.00	75.00%	12,500.00	1,875.00
087100		Door Hardware	\$ 7,500.00		\$ 7,500.00	3,750.00		3,750.00	50.00%	3,750.00	187.50
090000		DIVISION 09 - FINISHES	\$ 447,500.00		\$ 447,500.00						
092116		Gypsum Board Shell wall Assemblies	\$ 143,500.00		\$ 64,575.00	78,925.00		143,500.00	100.00%	-	7,175.00
092400		Portland Cement Plaster	\$ 95,000.00		\$ 42,750.00	42,750.00		85,500.00	90.00%	9,500.00	4,275.00
092900		Gypsum Board Dens Glass	\$ 2,400.00		\$ 2,160.00	240.00		2,400.00	100.00%	-	120.00
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	28,000.00		32,000.00	80.00%	8,000.00	1,600.00
098319		Acoustical Wall Panels	\$ 70,000.00		\$ 63,000.00	-	-	63,000.00	90.00%	7,000.00	3,150.00
099000		Painting	\$ 85,000.00		\$ 29,750.00	12,750.00		42,500.00	50.00%	42,500.00	2,125.00
100000		DIVISION 10 - SPECIALTIES	\$ 54,000.00		\$ 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	800.00		1,000.00	50.00%	1,000.00	50.00
102800		Toilet And Bath Accessories	\$ 12,000.00		\$ 1,200.00	4,800.00		6,000.00	50.00%	6,000.00	300.00
107313		Awnings	\$ 75,000.00		\$ 11,250.00	-	-	11,250.00	75.00%	3,750.00	562.50
110000		DIVISION 11 - EQUIPMENT	\$ 80,000.00		\$ 80,000.00						



110140	Fall Restrict Equipment	80,000.00	\$ 80,000.00		8,000.00	80,000.00	75.00%	20,000.00	3,000.00
22000	DIVISION 21 - MECHANICAL		\$ 35,000.00						
21000	Fire Protection	\$ 85,000.00	\$ 72,250.00		8,500.00	80,750.00	95.00%	4,250.00	4,037.50
22000	DIVISION 22 - PLUMBING		\$ 450,000.00						
220500	Plumbing Ruff	\$ 200,000.00	\$ 196,000.00		4,000.00	200,000.00	100.00%	-	10,000.00
220500 A	Plumbing fixtures	\$ 130,000.00	\$ 19,500.00		71,500.00	91,000.00	70.00%	39,000.00	4,550.00
220500 B	Plumbing fixtures installation	\$ 120,000.00	\$ -		-	-	0.00%	120,000.00	-
23000	DIVISION 23 - HVAC		\$ 650,000.00						
230000	HVAC Ruff all piping	\$ 140,000.00	\$ 98,000.00		42,000.00	140,000.00	100.00%	-	7,000.00
230000 1	HVAC Equipment	\$ 340,000.00	\$ 306,000.00		34,000.00	340,000.00	100.00%	-	17,000.00
230000 2	HVAC installation	\$ 130,000.00	\$ 117,000.00		6,500.00	123,500.00	95.00%	6,500.00	6,175.00
230000 3	HVAC com.	\$ 40,000.00	\$ 12,000.00		14,000.00	26,000.00	65.00%	14,000.00	1,300.00
26000	DIVISION 26 - ELECTRICAL		\$ 1,129,750.00						
260000	Electrical ruff	\$ 350,000.00	\$ 350,000.00		-	350,000.00	100.00%	-	17,500.00
260000 1	Electrical equipment and material	\$ 300,000.00	\$ 300,000.00		-	300,000.00	100.00%	-	15,000.00
260000 2	Electrical switchgear installed	\$ 180,000.00	\$ 180,000.00		-	180,000.00	100.00%	-	9,000.00
260000 3	Lighting	\$ 79,750.00	\$ 67,787.50		7,975.00	75,762.50	95.00%	3,987.50	3,786.13
260000 4	Installation	\$ 120,000.00	\$ 102,000.00		-	102,000.00	85.00%	18,000.00	5,100.00
260000 5	Underground	\$ 100,000.00	\$ 98,000.00		-	98,000.00	98.00%	2,000.00	4,900.00
28000	DIVISION 28 - ELECTRICAL		\$ 20,000.00		4,000.00	5,000.00	30.00%	14,000.00	300.00
28311	Digital Addressable Fire Alarm	\$ 20,000.00	\$ 2,000.00		4,000.00	5,000.00	30.00%	14,000.00	300.00
31000	DIVISION 31		\$ 1,270,350.00						
312000	Earthwork	\$ 268,000.00	\$ 241,200.00		-	241,200.00	90.00%	26,800.00	12,060.00
312000 1	Shooting	\$ 722,000.00	\$ 722,000.00		-	722,000.00	100.00%	-	36,100.00
312513	Erosion Control	\$ 30,850.00	\$ 28,832.50		-	28,832.50	95.00%	1,517.50	1,441.63
323100	Irrigation and planting	\$ 250,000.00	\$ 25,000.00		-	25,000.00	10.00%	225,000.00	1,250.00
32000	DIVISION 32		\$ 665,000.00						
321216	Paving	\$ 30,000.00	\$ -		-	-	0.00%	30,000.00	-
323100	Fence and Gates	\$ 150,000.00	\$ 50,000.00		-	90,000.00	60.00%	60,000.00	4,500.00
323119	Chain link Fence and Gate	\$ 85,000.00	\$ 72,250.00		4,250.00	76,500.00	90.00%	8,500.00	3,625.00
329100	Irrigation and grade prep, decorative	\$ 250,000.00	\$ 25,000.00		-	25,000.00	10.00%	225,000.00	1,250.00
320190	Planting and plants	\$ 150,000.00	\$ 15,000.00		15,000.00	30,000.00	20.00%	120,000.00	1,500.00
33000	DIVISION 33 - UTILITIES		\$ 402,000.00						
334100	Storm Drain	\$ 327,000.00	\$ 31,750.00		320,460.00	320,460.00	98.00%	6,540.00	16,023.00
334600	Subsurface Drainage	\$ 75,000.00	\$ 7,500.00		-	71,250.00	95.00%	3,750.00	3,562.50
CO # 1	Saw Cut, Remove and Replace 4,500 SF Ex. Concrete	\$ 78,170.00	\$ 78,170.00		-	78,170.00	100.00%	-	3,908.50
CO # 2	Electrical Boxes - Owner to buy - Credit (22)	\$ (15,448.00)	\$ (15,448.00)		-	(15,448.00)	100.00%	-	(772.40)
CO # 3	Concrete, Electrical, Changes per DSA (03.04 & 07)	\$ 62,778.00	\$ 62,778.00		-	62,778.00	100.00%	-	3,138.90
CO # 4	Design Changes to Camlock Boxes (25)	\$ 57,866.00	\$ 57,866.00		-	57,866.00	100.00%	-	2,893.30
CO # 5	Acoustic Panel Doors	\$ 5,436.00	\$ 5,436.00		-	5,436.00	100.00%	-	271.80
CO # 6	Per Owner's Email 10.20.14 Total CO = \$277,000.00	\$ 88,198.00	\$ 88,198.00		-	88,198.00	100.00%	-	4,409.90
	TOTAL CHANGE ORDERS:	\$ 277,000.00	\$ 277,000.00		\$ 551,025.00	\$ 819,632.00		\$ 1,667,580.00	\$ 448,181.00
	TOTAL GRAND TOTAL:	\$ 10,525,300.00	\$ 9,402,595.00		\$ 551,025.00	\$ 8,196,320.00		\$ 1,667,580.00	\$ 448,181.00

**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: 1/30/2015

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: \$ 532,973.75  
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:

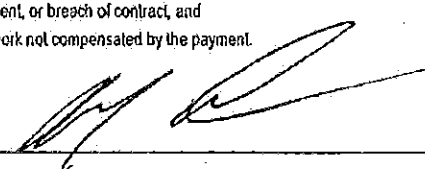
Date(s) of waiver and release: \_\_\_\_\_

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: 1/30/2015

**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: 11/25/2014

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: \$ 229,786.00

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: 1/30/2015

Check # 15805



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

Check #: 76121  
Date Paid: 02/11/2015

## Payment Authorization

Date: 02/02/2015

Amount: \$55,555.00

Vendor Name: CFFA

Invoice No.: 1650

Invoice Date: 02/02/2015

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

*Ben El*  
Project Manager

*Ben El*  
Construction Manager

*Chick Fisher*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1650  
Invoice Date: 2/2/2015  
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 3rd of 4 admin fee installments - settlement agreement	55,555.00
	<b>\$55,555.00</b>

*Thank you for your business!*

Questions: [CFFAccounting.org](http://CFFAccounting.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 #: 76192  
Date Paid: 02/25/2015

## Payment Authorization

Date: 02/17/2015

Amount: \$9,985.15

Vendor Name: MAKE Architecture

Invoice No.: 12010-1.1

Invoice Date: 02/02/2015

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

Bryan E.  
Project Manager

Ben E.  
Construction Manager

Cheryl Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee



2138 HYPERION AVE. STUDIO A  
LOS ANGELES, CA, 90027  
t: 323.669.0278 - f: 323.669.0282  
WWW.MAKEARCH.COM

**Invoice**  
**12010-1.1**

Date 2/2/2015

Invoice Period

To California Fair Financing Authority  
Attn: David Freese  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
Retention	retention release	20%		9,985.15	20%	9,985.15
<b>Invoice Total</b>						<b>\$9,985.15</b>

Architecture

2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027

Interiors

Furniture

t: 323.669.0278  
f: 323.669.0282  
admin@makearch.com

# Contractors Certification for Payment

California Fair Financing Authority  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
(916) 263-8100  
Fax (916) 263-6116

(No. 26 )

To: MAKE Architecture  
2138 Hyperion Ave  
Studio A  
Los Angeles, CA 90027  
(323) 669-0278

CFFA Project: Pacific Amphitheatre Renov.  
Project Location: Costa Mesa, CA  
CFFA Project No.: 03211031 03213031 <sup>CF</sup>  
Reporting Period: 8/1/2014 to 12/31/2014

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

One Thousand Three Hundred Thirty Seven Dollars and Sixty Four Cents (\$ 1,337.64)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$ <u>273,616.50</u>
Net Change by Change Orders <i>(includes numbers 1, 2, 3, 4, 5, 6)</i>	\$ <u>250,990.00</u>
Contract Sum to Date	\$ <u>524,606.50</u>
Total Completed and Stored to Date	\$ <u>499,257.50</u>
Retention (10%)	\$ <u>49,925.75</u>
Total Earned less Retention	\$ <u>449,331.75</u>
Total Reimbursable Expenses To Date	\$ <u>19,578.28</u>
Subtotal	\$ <u>468,910.03</u>
Less Previous Payments	\$ <u>467,572.39</u>
<b>CURRENT PAYMENT DUE</b>	\$ <u>1,337.64</u>

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature

William Beuter  
William Beuter, CEO

Date 01/27/2014



## CFFAaccounting

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**From:** David Freese  
**Sent:** Wednesday, February 4, 2015 6:06 AM  
**To:** William Beauter  
**Cc:** Bryan Eubanks; Cindy Fisher; CFFAaccounting; Jess Mullen-Carey  
**Subject:** Re: Pac Amp Retention release request

Bill

Given the extension of time granted the contractor and MAKEs continued commitment to the project and its completion thus far I will process your partial retention request.

DFreese

On Feb 3, 2015, at 7:14 PM, William Beauter <[blb@makearch.com](mailto:blb@makearch.com)> wrote:

Hi Dave

As discussed we'd like to request partial retention release for the Pac Amp project and have put together the attached invoice for 20% of the retained sum.

✓  
\$49,925.75 retained x .2 = \$9,985.15

Please let me know if this will suffice.

Regards,

William Beauter

**MAKE Architecture**  
2138 Hyperion Ave., Studio A  
Los Angeles, CA 90027  
(323) 669-0278  
[www.makearch.com](http://www.makearch.com)

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**From:** William Beauter [<mailto:blb@makearch.com>]  
**Sent:** Tuesday, January 27, 2015 9:57 AM  
**To:** 'Eubanks, Bryan ([beubanks@cfsa.org](mailto:beubanks@cfsa.org))'  
**Cc:** 'Jess Mullen-Carey ([jmc@makearch.com](mailto:jmc@makearch.com))'; Cindy Fisher ([cfisher@cfsa.org](mailto:cfisher@cfsa.org))  
**Subject:** Pac Amp Retention release request

Hi Bryan

We would like to request the first 20% of our retention be released for the Pac Amp project as we are all working diligently toward the completion of the

**OC FAIR & EVENT CENTER  
COMMERCIAL RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
15008	Affordable Auto Seat Covers and Accessories	Automotive Accessories: seat covers, floor mats, steering wheel covers, windshield sunshades, seat belt covers, key chains, team	Parade of Products	07/01/15-08/18/15	10' x 15'	\$4,350.00
15013	American Ornamental	Ornamental Iron Works: doors, staircases, balconies, fences. Lead generating only.	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15022	Best Tub and Tile Refinishing	Bathtub refinishing, reglazing. Lead generating only.	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15028	BMS Marketing	Travel Agency. Lead generating only.	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15053	Caveman Lapidary	Rocks, gem stones, minerals, fossils, petrified wood, geodes, glass marbles, pewter bracelets and necklaces, carvings, malachite, agate, onyx, bronze cast malachite gem stands, rough and tumbled stone. Demonstrations will be conducted a minimum of three hours daily.	Crafter's Village	07/01/15-08/18/15	20' x 15'	\$4,830.00
15061	Claudia's Imports	Yard and garden art made of wood and metal: barrels, lizards, palm trees, kokopellies, turtles, FishSun, flowers and birds.	OC Lane	07/01/15-08/18/15	20' x 15'	\$7,500.00
15063	Club Intrawest	Club Intrawest Resorts. Lead generating only.	Festival of Products	07/01/15-08/18/15	20' x 10'	\$7,400.00
15064	Coast Clothing Company	Licensed goods and sportswear by Old Guys Rule for men and women; Dog is Good. Trademarked summer resort wear.	Country Lane	07/01/15-08/18/15	15' x 20'	\$7,250.00
15071	Culligan of Orange County dba Culligan Water	Water softeners and reverse osmosis systems. Lead generating only.	OC Lane	07/01/15-08/18/15	20' x 15'	\$7,250.00
15081	DNA Sales, LLC dba Photo Letter Art	Photography letter art prints and frames.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$3,250.00
15097	Multinational Enterprises	Green Cleaner and Asum Vacuum	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$6,500.00
15100	Four Auras dba Smitty's Glass Wax	Smitty's glass wax with cleaning cloths	Country Lane	07/01/15-08/18/15	10' x 10'	\$2,900.00
15180	Planet Cookies, Inc.	Variety of cookies and sweet breads: Rice Krispies treats, brownies, coconut macaroons.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$3,250.00
15211	Sun Company	Japanese Anime Characters: figurines, chains, necklaces, wall scrolls, wallets, bags, caps, lanyards and plush toys.	Parade of Products	07/01/15-08/18/15	20' x 15'	\$8,700.00
15222	Timbo's/Mac-Sheets	Hotel Comfort brand sheet sets: bamboo or cotton microfiber. Hotel Comfort brand pillows: Memory Foam with bamboo covers.	Festival of Products	07/01/15-08/18/15	20' x 10'	\$9,000.00
15226	Timbo's/Mac-Glass Cleaner	Anti-fog glass cleaner	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15229	3D Art Crystals and Trinkets dba SK Treasure	Trinket boxes, 3D art crystals, and salt & pepper shakers	Parade of Products	07/01/15-08/18/15	10' x 15'	\$4,350.00
15240	Wildpitch dba Plaque It Up	Sports Memorabilia: plaques, cards, caps, shakers, stickers, framed cards, photos, autographs, lanyards, novelties	Country Lane	07/01/15-08/18/15	20' x 15'	\$7,250.00
15243	Golden Hammocks, Inc.-Perfume	Laurelle of London perfume and make up brushes	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$6,500.00
15244	Golden Hammocks, Inc.-Eye Massager	Smart Living eye massager	Festival of Products	07/01/15-08/18/15	20' x 10'	\$7,400.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15008  
DATE February 6, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Affordable Auto Seat Covers and Accessories** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **POP #12**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,175.00
Final Payment	5/29/2015	\$2,175.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,350.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Affordable Auto Seat Covers and Accessories**  
5350 E. Cresthill Drive  
Anaheim, CA 92807

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Kanyaluk Pikoolthong-Le**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Affordable Auto Seat Covers and Accessories**

Location/Space: Parade of Products #12

Agreement No: **15008**

Date: February 6, 2015

**Automotive Items:**

Seat Covers

Floor Mats

Steering Wheel Covers

Windshield Sunshades

Seat Belt Covers

License Plate Frames

Key Chains

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15013  
DATE February 9, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and American Ornamental (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #114**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,850.00
Final Payment	5/29/2015	\$1,850.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,700.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**American Ornamental**  
1411 E. Phillips Boulevard  
Pomona, CA 91766

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Peter Pelaez

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**American Ornamental**

Location/Space: Festival of Products #114

Agreement No: **15013**

Date: February 9, 2015

**Ornamental Iron Products:**

Doors

Staircases

Balconies

Fences

Residential Gates

**Lead Generating Only**



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15022  
DATE March 2, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Best Tub and Tile Refinishing** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #408**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,850.00
Final Payment	5/29/2015	\$1,850.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,700.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Best Tub and Tile Refinishing**  
2000 W. Palmyra Avenue, Apt. #40  
Orange, CA 92868

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Uriel Ramos**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Best Tub and Tile Refinishing**

Location/Space: Festival of Products #408

Agreement No: **15022**

Date: March 2, 2015

**Refinishing and Reglazing:**

Bathtubs

Countertops

Sinks

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15028  
DATE February 9, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **BMS Marketing** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #211**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,850.00
Final Payment	5/29/2015	\$1,850.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,700.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**BMS Marketing**  
3206 Candlebrook Drive  
Wylie, TX 75098

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Paul J. Babb III**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**BMS Marketing**

Location/Space: Festival of Products #211

Agreement No: **15028**

Date: February 9, 2015

Travel Agency

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15053  
DATE February 6, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Caveman Lapidary** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CV #5**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Crafter's Village	20' x 15'	Middle Corner	\$4,830.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,415.00
Final Payment	5/29/2015	\$2,415.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,830.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Caveman Lapidary**  
19870 Mella Drive  
Volcano, CA 95689

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Edward Rigel**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Caveman Lapidary**

Location/Space: Crafter's Village #5

Agreement No: **15053**

Date: February 6, 2015

Rocks  
Fossils  
Petrified Wood  
Minerals  
Gem Stones  
Onyx  
Geodes  
Agate  
Pewter Bracelets and Necklaces  
Bronze Cast Malachite Gem Stands  
Carvings  
Malachite  
Glass Marbles  
Rough and Tumbled Stone

Demonstrations will be Conducted a Minimum of Three Hours Daily.

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15061**  
DATE **February 13, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Claudia's Imports** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **OCL #14, #15**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
OC Lane	20' x 15'	Corner	\$7,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,750.00
Final Payment	5/29/2015	\$3,750.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$7,500.00</u>

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Claudia's Imports**  
**4461 E. Rolling Ridge Road**  
**San Tan Valley, AZ 85140**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Enrique Hernandez**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Claudia's Imports**

Location/Space: OC Lane #14, #15

Agreement No: **15061**

Date: February 13, 2015

**Wood and Metal Yard, Garden and Home Art:**

Barrels

Lizards

Palm Trees

Kokopellis

Turtles

Fish

Sun

Flowers

Birds

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15063  
DATE February 9, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Club Intrawest (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #314, #315**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,700.00
Final Payment	5/29/2015	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,400.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Club Intrawest**  
**1 Willow Ridge**  
**Palm Desert, CA 92260**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Marilyn Dyer

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Club Intrawest**

Location/Space: Festival of Products #314, #315

Agreement No: **15063**

Date: February 9, 2015

Club Intrawest Resorts

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15064  
DATE February 5, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Coast Clothing Company** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CL #12**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Country Lane	15' x 20'	Inline	\$7,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,625.00
Final Payment	5/29/2015	\$3,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Coast Clothing Company**  
2118 Republic Avenue  
Costa Mesa, CA 92627

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Nick Anderson**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Coast Clothing Company**

Location/Space: Country Lane #12

Agreement No: **15064**

Date: February 5, 2015

**Resort Wear for Men and Women:**

Old Guys Rule® Products

Dog is Good® Products

Aloha Shirts

Shirts

T-shirts

Tanks

Hoodies

Tops

Dresses

Caps

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15071  
DATE February 5, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Culligan of Orange County dba Culligan Water** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **OCL #9**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
OC Lane	20' x 15'	Inline	\$7,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,625.00
Final Payment	5/29/2015	\$3,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Culligan of Orange County dba Culligan Water**  
502 S. Lyon Street  
Santa Ana, CA 92701

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **John Fox**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Culligan of Orange County dba Culligan Water**

Location/Space: OC Lane #9

Agreement No: **15071**

Date: February 5, 2015

Water Softeners

Reverse Osmosis Systems

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15081  
DATE February 6, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**DNA Sales, LLC dba Photo Letter Art** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #218**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,625.00
Final Payment	5/29/2015	\$1,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**DNA Sales, LLC dba Photo Letter Art**  
**4085 Hancock Bridge Parkway, #111-253**  
**North Fort Myers, FL 33903**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Darren Jack**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**DNA Sales, LLC dba Photo Letter Art**

Location/Space: Carnival of Products #218

Agreement No: **15081**

Date: February 6, 2015

Photography Letter Art Prints

Frames



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15097  
DATE February 6, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Multinational Enterprises** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #210, #211**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Inline	\$6,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,250.00
Final Payment	5/29/2015	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,500.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Multinational Enterprises**  
1746F South Victoria Avenue, Suite #288  
Ventura, CA 93003

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Juan Clauson**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Multinational Enterprises**

Location/Space: Carnival of Products #210, #211

Agreement No: **15097**

Date: February 6, 2015

Asum Vacuum  
Green Cleaner

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15100  
DATE February 5, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Four Auras dba Smitty's Glass Wax** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CL #18**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Country Lane	10' x 10'	Inline	\$2,900.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,450.00
Final Payment	5/29/2015	\$1,450.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,900.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Four Auras dba Smitty's Glass Wax**  
31975 Sugarbush Lane  
Lake Elsinore, CA 92532

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Robert Ewing**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Four Auras dba Smitty's Glass Wax**

Location/Space: Country Lane #18

Agreement No: **15100**

Date: February 5, 2015

Smitty's Glass Wax

Cleaning Cloths

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15180  
DATE February 5, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Planet Cookies, Inc. (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #522**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Inline	\$3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,625.00
Final Payment	5/29/2015	\$1,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Planet Cookies, Inc.**  
342 South Myrtle Avenue  
Monrovia, CA 91016

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Ron Medena

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Planet Cookies, Inc.**

Location/Space: Carnival of Products #522

Agreement No: **15180**

Date: February 5, 2015

Variety of Cookies and Sweet Breads

Rice Krispies Treats

Brownies

Coconut Macaroons

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15211  
DATE February 6, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Sun Company (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **POP #13, #14**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	20' x 15'	Inline	\$8,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$4,350.00
Final Payment	5/29/2015	\$4,350.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,700.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Sun Company**  
3006 Blandford Drive  
Rowland Heights, CA 91748

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michelle Ma

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Sun Company**

Location/Space: Parade of Products #13, #14

Agreement No: **15211**

Date: February 6, 2015

Anime Character Figurines

Anime Wallets

Anime Caps

Anime Trading Cards

Anime Bags

Anime Plush

Anime Lanyards

Anime Wall Scrolls

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15222  
DATE February 13, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's/Mac-Sheets** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #603, #604**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00
Camping 2 Spaces			\$1,600.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$4,500.00
Final Payment	5/29/2015	\$4,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$9,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Timbo's/Mac**  
13389 East 50th Street  
Yuma, AZ 85367

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michael Coffee

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Timbo's/Mac-Sheets**

Location/Space: Festival of Products #603, #604

Agreement No: **15222**

Date: February 13, 2015

**Hotel Comfort Brand Sheet Sets:**

Bamboo

Cotton Microfiber

**Hotel Comfort Brand Pillows:**

Memory Foam with Bamboo Covers

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15226  
DATE February 17, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's/Mac-Glass Cleaner** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #605**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	10' x 10'	Inline	\$3,700.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,850.00
Final Payment	5/29/2015	\$1,850.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,700.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Timbo's/Mac**  
13389 East 50th Street  
Yuma, AZ 85367

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michael Coffee

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Timbo's/Mac-Glass Cleaner**

Location/Space: Festival of Products #605

Agreement No: **15226**

Date: February 17, 2015

Anti Fog Glass Cleaner

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15229  
DATE February 13, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**3D Art Crystals and Trinkets dba SK Treasure** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **POP #7**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,175.00
Final Payment	5/29/2015	\$2,175.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,350.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**3D Art Crystals and Trinkets dba SK Treasure**  
270 S. Burton Avenue  
San Gabriel, CA 91776

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Sam Ho**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**3D Art Crystals and Trinkets dba SK Treasure**

Location/Space: Parade of Products #7

Agreement No: **15229**

Date: February 13, 2015

3D Art Crystals

Trinket Boxes

Salt and Pepper Shakers

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15240  
DATE February 5, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Wildpitch dba Plaque It Up** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CL #24**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Country Lane	20' x 15'	Inline	\$7,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,625.00
Final Payment	5/29/2015	\$3,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Wildpitch dba Plaque It Up**  
**5899 N. Flat Tail Way**  
**Meridian, ID 83646**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Carl Johnson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Wildpitch dba Plaque It Up**

Location/Space: Country Lane #24

Agreement No: **15240**

Date: February 5, 2015

**Sports Memorabilia:**

Plaques

Autographs

Cards

Shakers

Hats

Team Necklaces

Lanyards

Stickers

Novelties



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15243  
DATE February 13, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Golden Hammocks, Inc.-Perfume (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #717, #718**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Inline	\$6,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,250.00
Final Payment	5/29/2015	\$3,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,500.00

### Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Golden Hammocks, Inc.**  
1448 Hetrick Avenue  
Arroyo Grande, CA 93420

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Lucinda Golden**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
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11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
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17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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**Golden Hammocks, Inc.-Perfume**

Location/Space: Carnival of Products #717, #718

Agreement No: **15243**

Date: February 13, 2015

Laurelle of London Perfume  
Makeup Brushes

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15244  
DATE February 13, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Golden Hammocks, Inc.-Eye Massager** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #105, #106**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20' x 10'	Inline	\$7,400.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,700.00
Final Payment	5/29/2015	\$3,700.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,400.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Lucinda Golden**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

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20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
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**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Golden Hammocks, Inc.-Eye Massager**

Location/Space: Festival of Products #105, #106

Agreement No: **15244**

Date: February 13, 2015

Smart Living Eye Massager

**OC FAIR & EVENT CENTER  
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15503	Australian Foods LLC	Australian Battered Potatoes, cheese, sweet chili topping, ranch dressing, sour cream, bacon pieces, soft drinks and bottled water	Main Mall	07/01/15-08/18/15	25' x 20'	\$4,100.00
15506	Backyard BBQ Village, Inc.-Nachos	Specialty nachos: buffalo, pulled pork, mole, southwestern, chicken teriyaki, BBQ chicken, Dorito Loco, Florentine. Esquites (corn in a cup). Kid's Meal (bean and cheese nachos and small drink); Special Combo includes specialty nachos, esquite and a small drink. Beverages: sodas, lemonade and bottled water.	Main Mall	07/01/15-08/18/15	40' x 12'	\$2,500.00
15509	Backyard BBQ Village, Inc.-Water	Bottled water, Gatorade, bottled soda, Popsicles	Main Mall	07/01/15-08/18/15	10' x 8'	\$750.00
15510	Backyard BBQ Village, Inc.-Water	Bottled water, Gatorade, bottled soda, Popsicles	Livestock Lane	07/01/15-08/18/15	10' x 8'	\$750.00
15511	Backyard BBQ Village, Inc.-Water	Bottled water, Gatorade, bottled soda, Popsicles	Market Place Village	07/01/15-08/18/15	10' x 8'	\$750.00
15512	Backyard BBQ Village, Inc.-Water	Bottled water, Gatorade, bottled soda, Popsicles	Centennial Farm	07/01/15-08/18/15	10' x 8'	\$750.00
15513	Baraka Blends, Inc. dba Maui Wowi Hawaiian	Hawaiian coffee smoothies: strawberry banana, mango orange, pina colada; Ghiradelli hot chocolate	Livestock Lane	07/01/15-08/18/15	12' x 12'	\$1,500.00
15514	Baraka Blends, Inc. dba Maui Wowi Hawaiian	Hawaiian coffee smoothies: strawberry banana, mango orange, pina colada; Ghiradelli hot chocolate	Park Plaza	07/01/15-08/18/15	12' x 12'	\$1,500.00
15515	Barham's HDS, Inc. dba CB's Cupcakes	Muffin-Size Cupcakes, cupcakes in 6 or 12 pack minis, frosting shots, cake pops, push-up pops, cobbler cakes, cupcake shaped brownie, fresh lemonade, cotton candy lemonade, sweet tea, bottled water, coffee, iced coffee and milk	Country Lane	07/01/15-08/18/15	20' x 20'	\$2,500.00
15530	Crutchfield's Fish & Chips	Seafood: entree of fish, shrimp, calamari or clams with chips; fried zucchini, fried sweet potatoes, fries, clam chowder cup or bread bowl, crab cake poppers, jalapeno poppers; sodas, water	Country Meadows	07/01/15-08/18/15	40' x 30'	\$4,100.00
15531	Crutchfield's Fish & Chips-Beer	Beer	Centennial Way	07/01/15-08/18/15	35' x 35'	\$2,500.00
15532	D&D Country Fair Cinnamon Rolls-Cinnamon Rolls	Cinnamon rolls with or without toppings. Beverages: mocha coffee, coffee, hot chocolate, hot tea, milk, soft drinks, lemonade, iced tea and bottled water.	Livestock Lane	07/01/15-08/18/15	20' x 20'	\$4,900.00
15533	D&D Country Fair Cinnamon Rolls-Shaved Ice	Sno-cones and shaved Ice	Livestock Lane	07/01/15-08/18/15	20' x 20'	\$2,500.00
15534	D&D Country Fair Cinnamon Rolls-Smoothies	Smoothies. Beverages: frozen coffee drinks, mocha coffee, hot tea, hot chocolate, soft drinks, lemonade, iced tea and bottled water.	Livestock Lane	07/01/15-08/18/15	20' x 20'	\$2,500.00
15535	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Centennial Way	07/01/15-08/18/15	20' x 30'	\$2,500.00
15536	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Livestock Lane	07/01/15-08/18/15	20' x 30'	\$3,300.00
15537	Don Crutchfield Concessions	Corndogs, cheese on a stick, lemonade and water	Main Mall	07/01/15-08/18/15	20' x 30'	\$2,500.00
15544	Hot Dog on a Stick Fairco	Hot Dog on a Stick, Cheese on a Stick, Cream Cheese on a Stick, french fries, lemonade, bottled water	Main Mall	07/01/15-08/18/15	26' x 20'	\$2,500.00
15548	Jeanne's Candy Kitchen	Fudge, taffy, nut rolls, divinity, brittle, chocolate candies	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$2,500.00

**OC FAIR & EVENT CENTER  
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15549	JP's Old West Cinnamon Rolls	Cinnamon Rolls. Toppings: frosting, nuts. Cinnamon Roll Mix To Go. Beverages: coffee, hot tea, hot chocolate. Espresso Drinks: cappuccino, latte, mocha, extra shots, quad shots, frozen mocha. Frozen drinks, milk, soft drinks, iced tea, lemonade, bottled water.	Carnival of Products	07/01/15-08/18/15	40' x 8'	\$2,500.00
15550	JP's Old West Cinnamon Rolls dba Original Bratwurst	Bratwurst, cheddarwurst, spicy chicken brat, bratwurst and sauerkraut. Bratwurst, sauerkraut and German potato salad; bratwurst, sauerkraut and potato salad; Reuben sandwich; cheesy potato melt. Sides: sauerkraut, German potato salad, coleslaw. Beverages: soft drinks, lemonade, iced tea, fruit punch, coffee, hot tea, hot chocolate and bottled water.	Park Plaza	07/01/15-08/18/15	35' x 20'	\$2,500.00
15560	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, bottled water	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$2,500.00
15561	Leap of Faith Adventures, Inc. dba JK Dots	Dippin Dots: waffle cup or cone, sundaes, brownies, shakes, smoothies, floats, yogurt, iced tea, coffee, milk, soda, water	Fair Square	07/01/15-08/18/15	25' x 10'	\$2,500.00
15562	Lindsey Enterprises	Beer	Livestock Lane	07/01/15-08/18/15	60' x 40'	\$3,300.00
15569	Old Country Store-Candyville	Bulk candies, lollipops, chocolate, sugar free candy	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$3,300.00
15570	Old Country Store-Candyville	Bulk candies, lollipops, chocolate, sugar free candy	Festival of Products	07/01/15-08/18/15	20' x 10'	\$2,500.00
15571	Orange County Wine Society	Wine tasting, wine coolers, Fair logo glasses	Wine Courtyard	07/01/15-08/18/15	Courtyard	\$0.00
15572	Papa Gino's Pizza	Pizza by the slice, whole, on a stick or personal size: cheese, pepperoni; pizza bread, cheesy bread	Family Fair Way	07/01/15-08/18/15	28' x 20'	\$4,100.00
15573	PHD and Me	Sno-Cones and shave ice with choice of one or two flavors. Bottled water.	Main Mall	07/01/15-08/18/15	10' x 20'	\$3,300.00
15574	Planet Popcorn, Inc.-Popcorn	Gourmet flavored popcorn	Main Mall	07/01/15-08/18/15	20' x 20'	\$2,500.00
15575	Planet Popcorn, Inc.-Popcorn	Gourmet flavored popcorn	Park Plaza	07/01/15-08/18/15	20' x 20'	\$2,500.00
15576	Planet Popcorn, Inc.-Planet Crepes	Sweet and savory crepes	Main Mall	07/01/15-08/18/15	30' x 25'	\$2,500.00
15577	Planet Popcorn, Inc.-Planet Crepes II	Waffles, waffle sandwiches, sweet and savory crepes	Park Plaza	07/01/15-08/18/15	30' x 25'	\$2,500.00
15581	Revolutionary Service, Inc. dba Sippers and More-Sippers	Churros, pretzels, chocolate covered bacon. Beverages: Sipper juice drinks, frozen lemonade, bottled sports drinks, soft drinks, iced tea and bottled water.	Park Plaza	07/01/15-08/18/15	20' x 8'	\$1,500.00
15583	Revolutionary Service, Inc. dba Sippers and More-Mexican Funnel Cake	Apple fries, Mexican funnel cake, churros, churro bag, Baby Ruth stuffed jalapeno, chocolate covered bacon, chocolate peanut butter bananas, deep fried butter. Toppings: strawberries, ice cream or whipped cream. Beverages: bottled soft drinks, sports drinks and bottled water.	Livestock Lane	07/01/15-08/18/15	20' x 8'	\$4,100.00
15584	Revolutionary Service, Inc. dba Sippers and More-Sippers	Churros, pretzels, chocolate covered bacon. Beverages: Sipper juice drinks, frozen lemonade, bottled sports drinks, soft drinks, iced tea and bottled water.	Centennial Way	07/01/15-08/18/15	20' x 10'	\$1,500.00
15585	Revolutionary Service, Inc. dba Sippers and More-Sippers	Churros, pretzels, chocolate covered bacon. Beverages: Sipper juice drinks, frozen lemonade, bottled sports drinks, soft drinks, iced tea and bottled water.	Fair Square	07/01/15-08/18/15	20' x 8'	\$1,500.00



**OC FAIR & EVENT CENTER  
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
15586	Revolutionary Service, Inc. dba Sippers and More-Sippers	Churros, pretzels, chocolate covered bacon. Beverages: Sipper juice drinks, frozen lemonade, bottled sports drinks, soft drinks, iced tea and bottled water.	Livestock Lane	07/01/15-08/18/15	20' x 8'	\$1,500.00
15587	Revolutionary Service, Inc. dba Sippers and More-Sippers	Churros, pretzels, chocolate covered bacon. Beverages: Sipper juice drinks, frozen lemonade, bottled sports drinks, soft drinks, iced tea and bottled water.	Main Mall	07/01/15-08/18/15	20' x 8'	\$1,500.00
15591	Terri's Berries, Inc. dba Terri's Berries	Fresh produce, caramel apples, chocolate-dipped licorice, marshmallows, Rice Krispie treats, strawberry, chocolate. Fruit bars, granola & fruit yogurt. Fruit drinks, smoothies, lemon lime freeze, mocha freeze, strawberry shortcake. Sodas and bottled water.	Centennial Way	07/01/15-08/18/15	40' x 20'	\$3,300.00
15592	Timbo's II-Jerky	Jerky: beef, turkey, venison, buffalo. Beef sticks and dill pickles.	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$2,500.00
15593	Timbo's II-Jerky	Jerky: beef, turkey, venison, buffalo. Beef sticks and dill pickles.	Festival of Products	07/01/15-08/18/15	30' x 10'	\$2,500.00
15594	Toucan Enterprises	Funnel cakes with toppings. Soft drinks and bottled water	Park Plaza	07/01/15-08/18/15	35' x 25'	\$4,100.00
15595	Toucan Enterprises	Funnel cakes with toppings. Soft drinks and bottled water	Main Mall	07/01/15-08/18/15	35' x 25'	\$3,300.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15503  
DATE March 3, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Australian Battered Potatoes LLC** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #9**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	25' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,600.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,050.00
Final Payment	5/29/2015	\$2,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,100.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Australian Battered Potatoes LLC**  
1403 E. Bay Avenue  
Newport Beach, CA 92661

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Carmel Dyer

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Australian Battered Potatoes LLC**

Location/Space: Main Mall #9

Agreement No: **15503**

Date: March 3, 2015

Battered Potatoes

Battered Potatoes with Ranch Dressing

Battered Potatoes with Cheese

Battered Potatoes with Ranch Dressing and Cheese

Bucket of Battered Potatoes

Bucket of Battered Potatoes with Ranch Dressing and Cheese

**Sides:**

Sweet Chili

Sour Cream

Real Bacon Pieces

Hot as the Outback Dressing

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15506  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Nachos** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #5**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	40' x 12'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, #463**  
**Victorville, CA 92392**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Jose De La Cruz**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Backyard BBQ Village, Inc.-Nachos**

Location/Space: Main Mall #5

Agreement No: **15506**

Date: February 23, 2015

**Specialty Nachos:**

Super  
Enchilada  
Buffalo  
Macho  
Mole (Chicken)  
Southwestern  
BBQ Chicken  
Chicken Teriyaki  
Dorito® Loco  
Florentine  
Pulled Pork

**Special Combo:**

Specialty Nachos, Esquite and a Small Drink

**Kid's Meal:**

Bean and Cheese Nachos and a Small Drink

Regular Nachos

Jalapeno Bacon Popper

**Esquites (Corn in a Cup):**

Chilango  
Pocho  
El Meche

**Beverages:**

Soft Drinks  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15509  
DATE February 23, 2015

### CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$750.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$375.00
Final Payment	5/29/2015	\$375.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$750.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, #463**  
**Victorville, CA 92392**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Jose De La Cruz**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Backyard BBQ Village, Inc. - Water**

Location/Space: Main Mall

Agreement No: **15509**

Date: February 23, 2015

Bottled Water

Bottled Soda

Gatorade

Energy Drinks

Popsicles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15510  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL-Baja Lawn**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$750.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$375.00
Final Payment	5/29/2015	\$375.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$750.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, #463  
Victorville, CA 92392

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Livestock Lane-Baja Lawn

Agreement No: **15510**

Date: February 23, 2015

Bottled Water

Bottled Soda

Gatorade

Energy Drinks

Popsicles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15511  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MPV**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$750.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$375.00
Final Payment	5/29/2015	\$375.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$750.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Backyard BBQ Village, Inc.**  
**12127 Mall Boulevard, #463**  
**Victorville, CA 92392**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Jose De La Cruz**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Backyard BBQ Village, Inc. -Water**

Location/Space: Market Place Village

Agreement No: **15511**

Date: February 23, 2015

Bottled Water

Bottled Soda

Gatorade

Energy Drinks

Popsicles



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15512  
DATE February 23, 2015

### CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Backyard BBQ Village, Inc.-Water** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CF**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	10' x 8'	Mobile Food - Carts	\$750.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$375.00
Final Payment	5/29/2015	\$375.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$750.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Backyard BBQ Village, Inc.**  
12127 Mall Boulevard, #463  
Victorville, CA 92392

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Jose De La Cruz**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Backyard BBQ Village, Inc.-Water**

Location/Space: Centennial Farm

Agreement No: **15512**

Date: February 23, 2015

Bottled Water

Bottled Soda

Gatorade

Energy Drinks

Popsicles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15513  
DATE February 5, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Baraka Blends, Inc. dba Maui Wowi Hawaiian** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #1**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	12' x 12'	Mobile Food - Cart	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$1,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Baraka Blends, Inc. dba Maui Wowi Hawaiian**  
205 N. Santa Maria Street  
Anaheim, CA 92801

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Leo Chan**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Baraka Blends, Inc. dba Maui Wowi Hawaiian**

Location/Space: Livestock Lane #1

Agreement No: **15513**

Date: February 5, 2015

**Smoothies:**

Strawberry Banana

Mango Orange

Pina Colada

Cappuccino

Hawaiian Breeze (Strawberry and Mango Orange)

Wistful Waikiki (Strawberry and Pina Colada)

**Coffees & Hot Cocoa:**

Hawaiian Coffee

Iced Coffee

Ghiradelli Double Chocolate Hot Cocoa

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15514  
DATE February 5, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Baraka Blends, Inc. dba Maui Wowi Hawaiian** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #8**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	12' x 12'	Mobile Food - Cart	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$1,500.00</u>

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Baraka Blends, Inc. dba Maui Wowi Hawaiian**  
205 N. Santa Maria Street  
Anaheim, CA 92801

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Leo Chan**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Baraka Blends, Inc. dba Maui Wowi Hawaiian**

Location/Space: Park Plaza #8

Agreement No: **15514**

Date: February 5, 2015

**Smoothies:**

Strawberry Banana

Mango Orange

Pina Colada

Cappuccino

Hawaiian Breeze (Strawberry and Mango Orange)

Wistful Waikiki (Strawberry and Pina Colada)

**Coffees & Hot Cocoa:**

Hawaiian Coffee

Iced Coffee

Ghiradelli Double Chocolate Hot Cocoa

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15515  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Barham's HDS, Inc. dba CB's Cupcakes** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CL #26**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Barham's HDS, Inc. dba CB's Cupcakes**  
**1620 Via Cancion**  
**San Marcos, CA 92078**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Constance Barham**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Barham's HDS, Inc. dba CB's Cupcakes**

Location/Space: Country Lane #26

Agreement No: **15515**

Date: February 13, 2015

Muffin Size Cupcakes  
Mini Cupcakes – 6 Pack  
Mini Cupcakes – 12 Pack  
Frosting Shots  
Cake Pops  
Push Pops  
Cobbler Cakes  
Doggie Cupcakes

**Beverages:**

Fresh Lemonade  
Sweet Tea  
Coffee  
Iced Coffee  
Milk  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15530  
DATE February 27, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Crutchfield's Fish & Chips** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CM #10**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	40' x 30'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,600.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,050.00
Final Payment	5/29/2015	\$2,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,100.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Crutchfield's Fish & Chips**  
102 Acacia Avenue  
Larkspur, CA 94939

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Steve Crutchfield**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Crutchfield's Fish & Chips**

Location/Space: Country Meadows #10

Agreement No: **15530**

Date: February 27, 2015

**Entrees:**

Fish & Chips

Shrimp & Chips

Calamari & Chips

Clams & Chips

Fish Sandwich & Chips

Fish Taco

**Sides:**

Fish by the Piece

Shrimp

Clams

Calamari

Fried Zucchini

Fried Sweet Potatoes

Fries

Clam Chowder Cup or Bread Bowl

Crab Cake Poppers

Jalapeno Potato Poppers

**Beverages:**

Soft Drinks

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15531  
DATE February 27, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Crutchfield's Fish & Chips-Beer** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CW #4**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	35' x 35'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth as follows: **Guarantee against 52% of Gross Sales (net of sales tax), whichever is greater. Commission payments are subject to weekly review of inventory sales (chargeable cup usage x selling price). All 16 oz/24 oz/32 oz beer cups to be purchased from Ovations, and ending inventory to be sold back to Ovations at conclusion of Fair. Accurate opening and closing cup inventory counts as well as in-Fair cup additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Crutchfield's Fish & Chips**  
102 Acacia Avenue  
Larkspur, CA 94939

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Steve Crutchfield**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**



## 's RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Crutchfield's Fish & Chips-Beer**

Location/Space: Centennial Way #4

Agreement No: **15531**

Date: February 27, 2015

**Beer:**

Budweiser®

Bud Light®

Stella Artois®

Shock Top®

Lime-A-Rita®

Straw-Ber-Rita®

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15532  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**D&D Country Fair Cinnamon Rolls-Cinnamon Rolls** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #11**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 3 Spaces			\$2,400.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,450.00
Final Payment	5/29/2015	\$2,450.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,900.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**D&D Country Fair Cinnamon Rolls**  
**52183 Road 426**  
**Oakhurst, CA 93644**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Dara Baldwin**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**D&D Country Fair Cinnamon Rolls-Cinnamon Rolls**

Location/Space: Livestock Lane #11

Agreement No: **15532**

Date: February 23, 2015

Cinnamon Rolls

Cinnamon Roll Sundae

Toppings

**Beverages:**

Coffee

Mocha Coffee

Hot Chocolate

Hot Tea

Milk

Soft Drinks

Lemonade

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15533  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**D&D Country Fair Cinnamon Rolls-Shaved Ice** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #13**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**D&D Country Fair Cinnamon Rolls**  
**52183 Road 426**  
**Oakhurst, CA 93644**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Dara Baldwin**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**D&D Country Fair Cinnamon Rolls-Shaved Ice**

Location/Space: Livestock Lane #13

Agreement No: **15533**

Date: February 23, 2015

Shaved Ice



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15534  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**D&D Country Fair Cinnamon Rolls-Smoothies** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #12**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**D&D Country Fair Cinnamon Rolls**  
**52183 Road 426**  
**Oakhurst, CA 93644**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Dara Baldwin**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**D&D Country Fair Cinnamon Rolls-Smoothies**

Location/Space: Livestock Lane #12

Agreement No: **15534**

Date: February 23, 2015

Smoothies

**Beverages:**

Hot Coffee

Frozen Coffee Drinks

Mocha Coffee

Hot Tea

Hot Chocolate

Soft Drinks

Lemonade

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15535  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CW #5**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Don Crutchfield

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Don Crutchfield Concessions**

Location/Space: Centennial Way #5

Agreement No: **15535**

Date: February 20, 2015

Corn Dog  
Jumbo Corn Dog  
Cheese on a Stick  
Fresh Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15536  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #7**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Don Crutchfield

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Don Crutchfield Concessions**

Location/Space: Livestock Lane #7

Agreement No: **15536**

Date: February 20, 2015

Corn Dog

Jumbo Corn Dog

Cheese on a Stick

Fresh Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15537  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Don Crutchfield Concessions** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #18**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 30'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Don Crutchfield Concessions**  
4726 Farm Road 38N  
Brookston, TX 75421

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Don Crutchfield

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Don Crutchfield Concessions**

Location/Space: Main Mall #18

Agreement No: **15537**

Date: February 20, 2015

Corn Dog

Jumbo Corn Dog

Cheese on a Stick

Fresh Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15544  
DATE February 6, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Hot Dog on a Stick Fairco** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #22**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	26' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Hot Dog on a Stick Fairco**  
**1620 Via Cancion**  
**San Marcos, CA 92078**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Gary Barham**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Hot Dog on a Stick Fairco**

Location/Space: Main Mall #22

Agreement No: **15544**

Date: February 6, 2015

Hot Dog on a Stick

Cheese on a Stick

Cream Cheese on a Stick

French Fries

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15548  
DATE February 27, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Jeanne's Candy Kitchen** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #109, #110**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Temporary Food - Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Jeanne's Candy Kitchen**  
3800 Bridgeport Way West, A-111  
University Place, WA 98466

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Jerry Moore

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Jeanne's Candy Kitchen**

Location/Space: Carnival of Products #109, #110

Agreement No: **15548**

Date: February 27, 2015

Chocolate Candies

Fudge

Pecan Nut Roll

Rocky Road

Divinity

Peanut Brittle

Salt Water Taffy

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15549  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and JP's Old West Cinnamon Rolls (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #122, #123, #124, #125**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	40' X 8'	Temporary Food - Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**JP's Old West Cinnamon Rolls**  
1448 Hetrick Avenue  
Arroyo Grande, CA 93420

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Joseph Parkhurst**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**JP's Old West Cinnamon Rolls**

Location/Space: Carnival of Products #122, #123, #124, #125

Agreement No: **15549**

Date: February 23, 2015

Cinnamon Rolls

Toppings: Frosting, Nuts

Cinnamon Roll Mix To Go

**Beverages:**

Coffee

Hot Tea

Hot Chocolate

Espresso Drinks: Cappuccino, Latte, Mocha

Extra Shots

Quad Shots

Frozen Mocha

Frozen Drinks/Lemonade

Milk

Soft Drinks

Iced Tea

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15550  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**JP's Old West Cinnamon Rolls dba Original Bratwurst** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #11**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	35' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**JP's Old West Cinnamon Rolls dba Original Bratwurst**  
1448 Hetrick Avenue  
Arroyo Grande, CA 93420

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Joseph Parkhurst**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**JP's Old West Cinnamon Rolls dba Original Bratwurst**

Location/Space: Park Plaza #11

Agreement No: **15550**

Date: February 23, 2015

**German Food:**

Bratwurst

Bratwurst and Sauerkraut

Bratwurst and German Potato Salad

Bratwurst, Sauerkraut and German Potato Salad

Cheddarwurst

Spicy Chicken Brat

Battered Brat

Brat Bites

Brat Bites without Meat

Schnitzel Strips

Schnitzel Strips with Seasoned Fries

Tofu Nuggets with Seasoned Fries

Seasoned Fries

Seasoned Fries-Add to any Sausage or Sandwich

**Sandwiches:**

Reuben

Toasted Club

**Salads:**

Chef Salad

Chef Salad with Schnitzel Strips

Chef Salad with Tofu Nuggets

Salad Toppings

**Sides:**

Sauerkraut

German Potato Salad

**Beverages:**

Soft Drinks

Lemonade

Iced Tea

Fruit Punch

Coffee

Hot Tea

Hot Chocolate

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15560  
DATE February 17, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Leap of Faith Adventures, Inc. dba JK Dots** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #120, #121**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Temporary Food - Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Leap of Faith Adventures, Inc. dba JK Dots**  
2892 S. Santa Fe Avenue, Suite #112  
San Marcos, CA 92069

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Karen Gary**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Leap of Faith Adventures, Inc. dba JK Dots**

Location/Space: Carnival of Products #120, #121

Agreement No: **15560**

Date: February 17, 2015

**Dippin Dots Ice Cream Products:**

Cup

Waffle Cone

Sundaes

Shakes

Smoothies

Floats

Frappes

Toppings

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15561  
DATE February 17, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Leap of Faith Adventures, Inc. dba JK Dots** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FS #7**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	25' x 10'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Leap of Faith Adventures, Inc. dba JK Dots**  
2892 S. Santa Fe Avenue, Suite #112  
San Marcos, CA 92069

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Karen Gary**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Leap of Faith Adventures, Inc. dba JK Dots**

Location/Space: Fair Square #7

Agreement No: **15561**

Date: February 17, 2015

**Dippin Dots Ice Cream Products:**

Cup

Waffle Cone

Sundaes

Shakes

Smoothies

Floats

Frappes

Toppings

**Beverages:**

Soft Drinks

Iced Tea

Iced Coffee

Coffee

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15562  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Lindsey Enterprises** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #4**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	60' x 40'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth as follows: **Guarantee against 52% of Gross Sales (net of sales tax), whichever is greater. Commission payments are subject to weekly review of inventory sales (chargeable cup usage x selling price). All 16 oz/24 oz/32 oz beer cups to be purchased from Ovations, and ending inventory to be sold back to Ovations at conclusion of Fair. Accurate opening and closing cup inventory counts as well as in-Fair cup additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Lindsey Enterprises**  
49950 Jefferson Street, Suite 130-511  
Indio, CA 92201

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Howard Lindsey**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Lindsey Enterprises**

Location/Space: Livestock Lane #4

Agreement No: **15562**

Date: February 13, 2015

**Beer:**

Domestic

Premium

Lime-A-Rita®

Straw-Ber-Rita®

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15569  
DATE February 9, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Old Country Store-Candyville (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #103,104**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Temporary Food - Inline	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Old Country Store  
24080 Steelhead Drive  
Corona, CA 92883**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Robert Riggs**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Old Country Store-Candyville**

Location/Space: Carnival of Products #103,104

Agreement No: **15569**

Date: February 9, 2015

Bulk Candy

Bulk Chocolate

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15570  
DATE February 9, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Old Country Store-Candyville (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #607, #608**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 10'	Temporary Food - Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Old Country Store  
24080 Steelhead Drive  
Corona, CA 92883**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Robert Riggs**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Old Country Store-Candyville**

Location/Space: Festival of Products #607, #608

Agreement No: **15570**

Date: February 9, 2015

Bulk Candy

Bulk Chocolate

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15571  
DATE February 17, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Orange County Wine Society** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **WC #1**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Charges</u>
Wine service in the Courtyard to comply with all OC Fair sales reporting requirements and to participate in the Friday \$2 Taste promotions.	\$ .00

7. The Association agrees to waive commissions on gross sales in exchange for promotional support of the OC Fair Wine Competition.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Agreement Due By	5/29/2015	\$ .00
	Total:	\$ .00

**Signed Rental Agreement and Certificate of Insurance are due on or before the due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Orange County Wine Society**  
88 Fair Drive  
Costa Mesa, CA 92626

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Fran Gitsham**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Orange County Wine Society**

Location/Space: Wine Courtyard #1

Agreement No: **15571**

Date: February 17, 2015

Wine Tasting

Wine by the Glass

Champagne Splits

Wine Seminars

Award Book

Fair Logo Glasses

Govino Glass (polymer)

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15572  
DATE February 27, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Papa Gino's Pizza** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FFW #17**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	28' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,600.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,050.00
Final Payment	5/29/2015	\$2,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,100.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Papa Gino's Pizza**  
9932 Maine Avenue  
Lakeside, CA 92040

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: James Garofalo

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Papa Gino's Pizza**

Location/Space: Family Fair Way #17

Agreement No: **15572**

Date: February 27, 2015

**Pizza:**

Whole Pie

Personal Size

By the Slice

Bread

On a Stick

Roll

Garlic Bread

Cheesy Bread

**Beverages**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15573  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **PHD and Me** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #6**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	10' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**PHD and Me**  
**1937 N. Horseman Circle**  
**Layton, UT 84040**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Conny Everett**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**PHD and Me**

Location/Space: Main Mall #6

Agreement No: **15573**

Date: February 20, 2015

Shave Ice

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15574  
DATE February 20, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Planet Popcorn, Inc.-Popcorn (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #11**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Planet Popcorn, Inc.**  
**876 W. 16th Street**  
**Newport Beach, CA 92663**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Sharla Gandy-Caldaronello**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Planet Popcorn, Inc.-Popcorn**

Location/Space: Main Mall #11

Agreement No: **15574**

Date: February 20, 2015

**Gourmet Flavored Popcorn:**

Buttery

Kettle Corn

Caramel Kettle Corn

Cheesy Cheddar

Chicago Style

Spicy Cheddar

Gourmet Caramel Corn

White Cheddar

Chocolate Crunch

Chocolate Drizzle

Birthday Cake

Caramel Apple

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15575  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Planet Popcorn, Inc.-Popcorn (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #1**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Planet Popcorn, Inc.**  
876 W. 16th Street  
Newport Beach, CA 92663

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Sharla Gandy-Caldaronello**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Planet Popcorn, Inc.-Popcorn**

Location/Space: Park Plaza #1

Agreement No: **15575**

Date: February 20, 2015

**Gourmet Flavored Popcorn:**

Buttery

Kettle Corn

Caramel Kettle Corn

Cheesy Cheddar

Chicago Style

Spicy Cheddar

Gourmet Caramel Corn

White Cheddar

Chocolate Crunch

Chocolate Drizzle

Birthday Cake

Caramel Apple

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15576  
DATE February 20, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Planet Popcorn, Inc.-Planet Crepes (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #10**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	30' x 25'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Planet Popcorn, Inc.**  
**876 W. 16th Street**  
**Newport Beach, CA 92663**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Sharla Gandy-Caldaronello**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Planet Popcorn, Inc.-Planet Crepes**

Location/Space: Main Mall #10

Agreement No: **15576**

Date: February 20, 2015

**Sweet Crepes:**

Nutella

Nutella and Banana

Nutella, Bananas and Strawberries a la mode

Strawberry Cheesecake

Bavarian Monkey

German

Cinnamon and Sugar

Red, White and Blue

**Savory Crepes:**

Caprese

Breakfast

Ham and Cheese

Veggie and Avocado

BBQ Pulled Pork

Chicken Pesto

Carne Asada

**Beverages:**

Bottled Juice

Coffee

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15577  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Planet Popcorn, Inc.-Planet Crepes II (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #9**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	30' x 25'	Mobile Food - Trailer	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Planet Popcorn, Inc.**  
876 W. 16th Street  
Newport Beach, CA 92663

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Sharla Gandy-Caldaronello**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Planet Popcorn, Inc.-Planet Crepes II**

Location/Space: Park Plaza #9

Agreement No: **15577**

Date: February 20, 2015

**Sweet Crepes:**

Nutella

Nutella and Banana

Nutella, Bananas and Strawberries a la mode

Fried Banana a la mode

Strawberry Cheesecake

S'mores

German

Cinnamon and Sugar

**Savory Crepes:**

Ham and Cheese

Veggie and Avocado

Breakfast

Vietnamese

Fried Crab

Carne Asada

BBQ Pulled Pork

**Waffles:**

Chicken and Waffles

BBQ Pulled Pork Waffle Sandwich

Strawberries and Waffles

Breakfast

Beignets

Stuffed Beignets

Dipping Sauce

**Beverages:**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15581  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Sippers** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #4**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Mobile Food - Carts	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$1,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Sippers**

Location/Space: Park Plaza #4

Agreement No: **15581**

Date: February 13, 2015

Churros

Chocolate Covered Bacon

Chocolate Bacon Banana

**Beverages:**

Sipper Juice Drinks

Frozen Lemonade

Bottled Sports Drinks

Bottled Soft Drinks

Bottled Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15583  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Mexican Funnel Cake** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #8**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,600.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,050.00
Final Payment	5/29/2015	\$2,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,100.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Mexican Funnel Cake**

Location/Space: Livestock Lane #8

Agreement No: **15583**

Date: February 13, 2015

Apple Fries  
Churro/Pretzel  
Churro Bag  
Chocolate Covered Bacon  
Chocolate Peanut Butter Banana  
Deep Fried Butter  
Baby Ruth Stuffed Jalapeno  
Deep Fried Birthday Cake  
Indian Fry Bread  
Deep Fried Pizza  
Deep Fried Pizza Bombs

Giant Mexican Funnel Cake

Toppings:  
Strawberries  
Ice Cream  
Whipped Cream

**Beverages:**

Frozen Lemonade  
Bottled Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15584  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Sippers** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CW #8**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 10'	Mobile Food - Carts	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$1,500.00</u>

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Sippers**

Location/Space: Centennial Way #8

Agreement No: **15584**

Date: February 13, 2015

Churros

Chocolate Covered Bacon

Chocolate Bacon Banana

**Beverages:**

Sipper Juice Drinks

Frozen Lemonade

Bottled Sports Drinks

Bottled Soft Drinks

Bottled Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15585  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Sippers** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FS #8**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Mobile Food - Carts	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$1,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
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IN WITNESS WHEREOF, This agreement has been **executed in triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
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15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
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18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Sippers**

Location/Space: Fair Square #8

Agreement No: **15585**

Date: February 13, 2015

Churros

Chocolate Covered Bacon

Chocolate Bacon Banana

**Beverages:**

Sipper Juice Drinks

Frozen Lemonade

Bottled Sports Drinks

Bottled Soft Drinks

Bottled Iced Tea

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15586  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Sippers** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **LL #26**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Mobile Food - Carts	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$1,500.00</u>

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Sippers**

Location/Space: Livestock Lane #26

Agreement No: **15586**

Date: February 13, 2015

Churros

Chocolate Covered Bacon

Chocolate Bacon Banana

**Beverages:**

Sipper Juice Drinks

Frozen Lemonade

Bottled Sports Drinks

Bottled Soft Drinks

Bottled Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15587  
DATE February 13, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Revolutionary Service, Inc. dba Sippers and More-Sippers** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #25**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 8'	Mobile Food - Carts	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$750.00
Final Payment	5/29/2015	\$750.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: <u>\$1,500.00</u>

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Revolutionary Service, Inc. dba Sippers and More**  
**P.O. Box 319**  
**Valley Center, CA 92082**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Peterson**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Revolutionary Service, Inc. dba Sippers and More-Sippers**

Location/Space: Main Mall #25

Agreement No: **15587**

Date: February 13, 2015

Churros

Chocolate Covered Bacon

Chocolate Bacon Banana

**Beverages:**

Sipper Juice Drinks

Frozen Lemonade

Bottled Sports Drinks

Bottled Soft Drinks

Bottled Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15591  
DATE February 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Terri's Berries, Inc. dba Terri's Berries** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CW #3**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	40' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Terri's Berries, Inc. dba Terri's Berries**  
1308 Via Terrassa  
Encinitas, CA 92024

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Terri Crutchfield**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Terri's Berries, Inc. dba Terri's Berries**

Location/Space: Centennial Way #3

Agreement No: **15591**

Date: February 23, 2015

Fresh Fruit Bowl  
Fresh Sliced Fruit Cups  
Granola and Fruit Yogurt Bowl  
Big Mixed Bowl with Chocolate  
Grand Big Mixed Fresh Fruit Bowl with Chocolate  
Strawberry Shortcake  
Chocolate Bar with Fresh Fruit  
Chocolate and Fruit Barque Candy Bar  
Chocolate Covered Oreo  
Gourmet Caramel Apples

**Chocolate Dipped:**

Strawberry  
Strawberry Bowl  
Marshmallow Stick  
Rice Krispie Treat  
Licorice

**Beverages:**

Fruit Smoothies  
Mocha Freeze  
Lemon Lime Freeze  
Coffee  
Bottled Soft Drinks  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15592  
DATE February 23, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's II-Jerky** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #116, #117**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' X 8'	Temporary Food - Corner/Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Timbo's II**  
13389 East 50th Street  
Yuma, AZ 85367

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michael Coffee

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 2. Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
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18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
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22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Timbo's II-Jerky**

Location/Space: Carnival of Products #116, #117

Agreement No: **15592**

Date: February 23, 2015

**Jerky:**

Slab

Steak

Strip

Packaged

Beef Sticks

Dill Pickles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15593  
DATE February 23, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Timbo's II-Jerky** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #600, #601, #602**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	30' x 10'	Temporary Food - Corner/Inline	\$2,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
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**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
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10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
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**Timbo's II**  
13389 East 50th Street  
Yuma, AZ 85367

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Michael Coffee

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
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12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
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15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Timbo's II-Jerky**

Location/Space: Festival of Products #600, #601, #602

Agreement No: **15593**

Date: February 23, 2015

**Jerky:**

Slab

Steak

Strip

Packaged

Beef Sticks

Dill Pickles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15594  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Toucan Enterprises (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **PP #7**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	35' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 2 Spaces			\$1,600.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$2,050.00
Final Payment	5/29/2015	\$2,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,100.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Toucan Enterprises**  
**P.O. Box 1544**  
**Apple Valley, CA 92307**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Linda Davis**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Toucan Enterprises**

Location/Space: Park Plaza #7

Agreement No: **15594**

Date: February 20, 2015

**Funnel Cakes:**

Powdered Sugar

Cinnamon and Powdered Sugar

Chocolate Chips and Powdered Sugar

Apples and Whipped Cream

Strawberries and Whipped Cream

Bavarian and Whipped Cream

The Works! (Apples, Strawberries and Bavarian)

Peanut Butter and Jelly

Red Velvet and Cream Cheese Icing

Maple and Bacon

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15595  
DATE February 20, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Toucan Enterprises (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #20**
3. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.
4. All concessionaires that serve soda shall participate in the OC Fair Refillable Cup Program.
5. All concessionaires agree to participate in special promotions as scheduled during the OC Fair.
6. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	35' x 25'	Mobile Food - Trailer	\$2,500.00
Camping 1 Space			\$ 800.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 24% of Gross Sales (net of sales tax), whichever is greater.**

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,650.00
Final Payment	5/29/2015	\$1,650.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,300.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

8. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
9. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
10. 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.
11. 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.
12. 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.
13. The Rules and Regulations included 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.
14. 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.
15. **Special Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
16. 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 triplicate**, by and on behalf of the parties hereto, the day and year first above written.

**Toucan Enterprises**  
**P.O. Box 1544**  
**Apple Valley, CA 92307**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Linda Davis**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Toucan Enterprises**

Location/Space: Main Mall #20

Agreement No: **15595**

Date: February 20, 2015

**Funnel Cakes:**

Powered Sugar

Cinnamon and Powdered Sugar

Chocolate Chips and Powdered Sugar

Apples and Whipped Cream

Strawberries and Whipped Cream

Bavarian and Whipped Cream

The Works! (Apples, Strawberries and Bavarian)

Peanut Butter and Jelly

Red Velvet and Cream Cheese Icing

Maple and Bacon

**Beverages:**

Soft Drinks

Bottled Water

**OC FAIR & EVENT CENTER  
INDEPENDENT AMUSEMENT RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
15631	Dandy Souvenirs	Souvenir items:Inflatables, Plush, Funny Hats and Caps, Bubble Blowers, Lighted Wands, Sabers, Parasols.	Country Lane, Fair Square, Main Mall, Livestock Lane, Family Fair Way	07/01/15-08/18/15	17' x 17'	\$47,690.00
15636	JCD Enterprises dba SkyRiver Butterflies	Interactive Butterfly Exhibit, Butterfly Feeding Sticks, Butterfly Photo Buttons	Crafter's Village	07/01/15-08/18/15	25' x 20'	\$6,550.00
15637	On Trend Apparel, Inc.	Tees and Sweats: toddler, youth, adult. Collectibles: shot glasses, coffee mugs, magnets, hats, visors, plush.	Centennial Way	07/01/15-08/18/15	20' x 20'	\$2,500.00
15638	On Trend Apparel, Inc.	Tees and Sweats: toddler, youth, adult. Collectibles: shot glasses, coffee mugs, magnets, hats, visors, plush.	Main Mall	07/01/15-08/18/15	35' x 20'	\$2,500.00
15639	On Trend Apparel, Inc.	Tees and Sweats: toddler, youth, adult. Collectibles: shot glasses, coffee mugs, magnets, hats, visors, plush.	Fair Square	07/01/15-08/18/15	20' x 30'	\$2,500.00
15640	On Trend Apparel, Inc.	Tees and Sweats: toddler, youth, adult. Collectibles: shot glasses, coffee mugs, magnets, hats, visors, plush.	South Lawn	07/01/15-08/18/15	20' x 30'	\$2,500.00
15641	On Trend Apparel, Inc.	Tees and Sweats: toddler, youth, adult. Collectibles: shot glasses, coffee mugs, magnets, hats, visors, plush. Dog line. Wind chimes.	Main Mall	07/01/15-08/18/15	6' x 6' x 7.5'	\$750.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15631  
DATE February 27, 2015

### MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Dandy Souvenirs** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CL #1; FS #3; FS #21; MM #31; LL #15; FFW #4**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Flat Fee Rate	17' x 17'	Merchandise	\$46,090.00
Camping 2 Spaces			\$ 1,600.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$23,845.00
Final Payment	5/29/2015	\$23,845.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$47,690.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Dandy Souvenirs**  
2021 S. Sarah Street  
Fresno, CA 93721

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Lucia Perez

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Dandy Souvenirs**

Location/Space: Country Lane #1; Fair Square #3; Fair Square #21; Main Mall #31;  
Livestock Lane #15; Family Fair Way #4

Agreement No: **15631**

Date: February 27, 2015

**Inflatables:**

Airplanes  
Aliens  
Batman  
Bats and Hammers  
Butterfly  
Dolphins  
Dora/Diego  
Dragons  
Ice Cream  
Mermaids  
Monkey  
Owls  
Panda  
Pony  
Scooby Doo  
Spiderman  
SpongeBob Characters  
Superman  
Unicorns  
Zombies

**Plush:**

Bears  
Dogs  
Dora/Diego  
Pandas  
Pet on a Leash  
Raccoons  
Round Pets  
SpongeBob

**Light Up Toys:**

Bubble Blower  
Butterfly/Fairy Wand  
Disco Ball Saber  
Flower Wand  
Heart Wand  
Lanyards  
Light Sticks-Small  
Light Sabers/Tubes  
Shark Swords  
Spin Balls with Long Handle  
Spin Balls with Short Handle  
Star Wands  
Strobe Sabers with Sound  
Sword with Ball and Sound

**Hats:**

Cowboy/Sheriff Hat  
Feather Hat  
Fedora Hat  
Funky Big Brim Hat  
Mohawk Wig  
Newsboy/Baseball Cap  
Straw Hats

**Miscellaneous:**

Bow and Arrow  
Fan  
Ninja Swords  
Parasol  
Shocking Toys  
Trumpet/Stadium Horn

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15636  
DATE February 6, 2015

## INDEPENDENT AMUSEMENT RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**JCD Enterprises dba SkyRiver Butterflies** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CV #9**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Crafter's Village	25' x 20'	Corner Amusement	\$5,750.00
Camping 1 Space			\$ 800.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$3,275.00
Final Payment	5/29/2015	\$3,275.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,550.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**JCD Enterprises dba SkyRiver Butterflies**  
18925 Natalie Court  
Castro Valley, CA 94546

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Rosemary Dailey**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**JCD Enterprises dba SkyRiver Butterflies**

Location/Space: Crafter's Village #9

Agreement No: **15636**

Date: February 6, 2015

Interactive Butterfly Exhibit

Butterfly Feeding Sticks

Butterfly Photo Buttons

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15637  
DATE February 9, 2015

**MERCHANDISE/SERVICE  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**On Trend Apparel, Inc.** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CW #11**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 20'	Merchandise	\$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for \$0 - \$100,000; 20% for \$100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**On Trend Apparel, Inc.**  
4626 Pacific Avenue  
Vernon, CA 90058

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: David Alpert

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**On Trend Apparel, Inc.**

Location/Space: Centennial Way #11

Agreement No: **15637**

Date: February 9, 2015

**T-shirts and Sweatshirts:**

Toddler

Youth

Adult

**Collectibles:**

Coffee Mugs

Hats

Magnets

Pins

Plush

Shot Glasses

Souvenir Cups

Visors

**Sundries:**

Batteries

Chapstick®

Excedrin®

Feminine Hygiene Products

Motrin®

Sunscreen

Tylenol®

Disposable Cameras

Dog Wear

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15638  
DATE February 9, 2015

### MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**On Trend Apparel, Inc.** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #24**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	35' x 20'	Merchandise	\$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for \$0 - \$100,000; 20% for \$100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**On Trend Apparel, Inc.**  
4626 Pacific Avenue  
Vernon, CA 90058

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: David Alpert

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer



## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**On Trend Apparel, Inc.**

Location/Space: Main Mall #24

Agreement No: **15638**

Date: February 9, 2015

**T-shirts and Sweatshirts:**

Toddler

Youth

Adult

**Collectibles:**

Beach Towels

Coffee Mugs

Hats

Magnets

Pins

Plush

Shot Glasses

Souvenir Cups

Visors

**Sundries:**

Batteries

Chapstick®

Excedrin®

Feminine Hygiene Products

Motrin®

Sunscreen

Tylenol®

Disposable Cameras

Dog Wear

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15639  
DATE February 9, 2015

### MERCHANDISE/SERVICE RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**On Trend Apparel, Inc.** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FS #11**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 30'	Merchandise	\$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for \$0 - \$100,000; 20% for \$100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**On Trend Apparel, Inc.**  
4626 Pacific Avenue  
Vernon, CA 90058

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: David Alpert

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**On Trend Apparel, Inc.**

Location/Space: Fair Square #11

Agreement No: **15639**

Date: February 9, 2015

**T-shirts and Sweatshirts:**

Toddler

Youth

Adult

**Collectibles:**

Coffee Mugs

Hats

Magnets

Pins

Plush

Shot Glasses

Souvenir Cups

Visors

**Sundries:**

Batteries

Chapstick®

Excedrin®

Feminine Hygiene Products

Motrin®

Sunscreen

Tylenol®

Disposable Cameras

Dog Wear

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15640  
DATE February 9, 2015

**MERCHANDISE/SERVICE  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**On Trend Apparel, Inc.** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **SL #11**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	20' x 30'	Merchandise	\$2,500.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for \$0 - \$100,000; 20% for \$100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$1,250.00
Final Payment	5/29/2015	\$1,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$2,500.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**On Trend Apparel, Inc.**  
4626 Pacific Avenue  
Vernon, CA 90058

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: David Alpert

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**On Trend Apparel, Inc.**

Location/Space: South Lawn #11

Agreement No: **15640**

Date: February 9, 2015

**T-shirts and Sweatshirts:**

Toddler

Youth

Adult

**Collectibles:**

Coffee Mugs

Hats

Magnets

Pins

Plush

Shot Glasses

Souvenir Cups

Visors

**Sundries:**

Batteries

Chapstick®

Excedrin®

Feminine Hygiene Products

Motrin®

Sunscreen

Tylenol®

Disposable Cameras

Dog Wear



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15641  
DATE February 9, 2015

**MERCHANDISE/SERVICE  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**On Trend Apparel, Inc.** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **MM #21**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Guaranteed Payment	6'x6'x7.5'	Merchandise	\$750.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: Guarantee against commission percent by scale of Gross Sales (net of sales tax), whichever is greater. Commissions scale is 17.5% for \$0 - \$100,000; 20% for \$100,001+, and is applied to Gross Sales of aggregate merchandise locations. Final commission payment is subject to review of inventory sales (physical inventory depletion x selling price). Accurate opening and closing inventory counts as well as in-Fair additions to inventory levels to be provided for review. Cumulative cash register sales (per "Z" readings) minus approved adjustments should match inventory sales.

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$375.00
Final Payment	5/29/2015	\$375.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$750.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**On Trend Apparel, Inc.**  
4626 Pacific Avenue  
Vernon, CA 90058

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: David Alpert

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**On Trend Apparel, Inc.**

Location/Space: Main Mall #21

Agreement No: **15641**

Date: February 9, 2015

Hats

Plush

Sunscreen

Wind Chimes

**OC FAIR & EVENT CENTER  
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
15700	360 Remodeling, Inc.	Window replacement, exterior coating, roofing. Lead generating only.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$8,000.00
15702	Advanced Marketing International, Inc. dba Kitchen Craft International	Cookware and cooking shows	Festival of Products; Carnival of Products	07/01/15-08/18/15	20' x 10'; 16' x 10'	\$36,000.00
15704	Allegro Satellite	Dish Network TV services	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$16,000.00
15705	Automobile Club of Southern California	Roadside assistance memberships; auto/home/boat/life insurance. Lead generating only.	Parade of Products	07/01/15-08/18/15	10' x 15'	\$15,000.00
15719	Euroshine USA, Inc.	Euro Body Shapers	Parade of Products	07/01/15-08/18/15	10' x 15'	\$15,000.00
15720	Golden Hammocks, Inc. dba UGO Speakers	UGO speakers	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$8,000.00
15721	Gordie's Goodies	Leather belts, fashion belts, money clips, key rings and trophy buckles	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 8'	\$11,250.00
15732	Reborn Cabinets, Inc.	Kitchen and bathroom remodeling service	Carnival of Products	07/01/15-08/18/15	20' x 8'; 10' x 8'	\$24,000.00
15737	South Orange County Community College District dba Saddleback College	Saddleback College brochures and promotional items. Lead generating only.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$8,000.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15700  
DATE February 13, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **360 Remodeling, Inc.** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #516**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$4,000.00
Final Payment	5/29/2015	\$4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**360 Remodeling, Inc.**  
**4000 West Magnolia Boulevard, Suite E**  
**Burbank, CA 91505**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Patrick Havani**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**360 Remodeling, Inc.**

Location/Space: Carnival of Products #516

Agreement No: **15700**

Date: February 13, 2015

Window Replacement

Exterior Coating

Roofing

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15700

#### Renter:

#### 360 Remodeling, Inc.

Business License Number: 2235828-0001-3

Seller's Permit Number: 100-660360

Taxpayer ID Number: [REDACTED]

4000 West Magnolia Boulevard, Suite E

Burbank, CA 91505

(818) 398-1433

Patrick Havani, Owner

#### Space Description:

Carnival of Products – CP #516 (10'x8')

#### Space Fee:

\$8,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Window Replacement, Exterior Coating, Roofing (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote 360 Remodeling, Inc. outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Window Replacement, Exterior Coating, Roofing (product/service); CP #516 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.



- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #516).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #516; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4' x 2' branded sign to display over booth(s) CP #516; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #516.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Daily Program Shopping Guide.

360 Remodeling, Inc.  
4000 West Magnolia Boulevard, Suite E  
Burbank, CA 91505

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Patrick Havani, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15702  
DATE March 6, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Advanced Marketing International, Inc. dba Kitchen Craft International** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **FP #416, #516; CP #415, #515**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Festival of Products	20'x10'	Platinum Corner	\$20,000.00
Carnival of Products	16'x10'	Platinum Corner	\$16,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$18,000.00
Final Payment	5/29/2015	\$18,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$36,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Advanced Marketing International, Inc.**  
**dba Kitchen Craft International**  
**4129 United Avenue**  
**Mount Dora, FL 32757**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Dave Hurley**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Advanced Marketing International, Inc.**

**dba Kitchen Craft International**

Location/Space: Festival of Products #416, #516  
Carnival of Products #415, #515

Agreement No: **15702**

Date: March 6, 2015

Cookware

Cooking Shows



## EXHIBIT A

### AGREEMENT NO. 15702

#### Renter:

**Advanced Marketing International, Inc. dba Kitchen Craft International**

Business License Number: N/A

Seller's Permit Number: 97-873126

Taxpayer ID Number: [REDACTED]

4129 United Avenue

Mount Dora, FL 32757

(352) 483-7600

Dave Hurley, President

#### Space Description:

Festival of Products – FP #416, #516 (20'x10')

Carnival of Products – CP #415, #515 (16'x10')

#### Space Fee:

\$36,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Cookware and Cooking Shows

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of THIRTY-SIX THOUSAND DOLLARS (\$36,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Advanced Marketing International dba Kitchen Craft International outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Cookware and Cooking Shows (product/service); FP #416, #516 & CP #415, #515 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide:
  - a. 200 square feet of space located in Festival of Products (FP #416, #516).
  - b. 160 square feet of space located in Carnival of Products (CP #415, #515).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (92 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) FP #416, #516 & CP #415, #515; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) FP #416, #516 & CP #415, #515; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) FP #416, #516 & CP #415, #515.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Advanced Marketing International, Inc.  
 dba Kitchen Craft International  
 4129 United Avenue  
 Mount Dora, FL 32757

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

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Dave Hurley, President

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15704  
DATE March 3, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Allegro Satellite** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #301, #302**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$8,000.00
Final Payment	5/29/2015	\$8,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$16,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Allegro Satellite**  
**511 East Harvard Street, Suite #1**  
**Glendale, CA 91205**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Glenn Vastine**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Allegro Satellite**

Location/Space: Carnival of Products #301, #302

Agreement No: **15704**

Date: March 3, 2015

Dish Network TV Services

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15704

#### Renter:

##### Allegro Satellite

Business License Number: N/A

Seller's Permit Number: 102-333244

Taxpayer ID Number: 90-0062129

511 East Harvard Street, Suite #1

Glendale, CA 91205

(714) 316-1518

Glenn Vastine, Owner

#### Space Description

Carnival of Products – CP #301, #302 (20'x8')

#### Space Fee:

\$16,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Dish Network TV Services (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Allegro Satellite outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Dish Network TV Services (product/service); CP #301, #302 (location) - Lead Generating Only
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 160 square feet of space located in Carnival of Products (CP #301, #302).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #301, #302; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #301, #302; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #301, #302.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Allegro Satellite  
511 East Harvard Street, Suite #1  
Glendale, CA 91205

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Glenn Vastine, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15705  
DATE February 17, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Automobile Club of Southern California** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **POP #16**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Platinum Corner	\$15,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$7,500.00
Final Payment	5/29/2015	\$7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Automobile Club of Southern California**  
3333 Fairview Road, A153  
Costa Mesa, CA 92626

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
**Title: Suzanne Wisdom, Vice President,**  
**Marketing, Segmentation and eBusiness**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Automobile Club of Southern California**

Location/Space: Parade of Products #16

Agreement No: **15705**

Date: February 17, 2015

Roadside Assistance Memberships

Auto/Home/Watercraft/Life Insurance

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15705

#### Renter:

#### Automobile Club of Southern California

Business License Number: 05149

Seller's Permit Number: 12-058123

Taxpayer ID Number: [REDACTED]

3333 Fairview Road, A153

Costa Mesa, CA 92626

(714) 885-2081 (Diana Dai, Senior Marketing Specialist)

Suzanne Wisdom, Vice President, Marketing, Segmentation and eBusiness

#### Space Description:

Parade of Products – POP #16 (10' x 15')

#### Space Fee:

\$15,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Roadside Assistance Memberships, Auto/Home/Watercraft/Life Insurance (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Automobile Club of Southern California outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Roadside Assistance Memberships (product/service); POP #16 (location)
      2. Auto/Home/Watercraft/Life Insurance (product/service); POP #16 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 150 square feet of space located in Parade of Products (POP #16).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #16; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #16; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #16.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Daily Program Shopping Guide.
15. That any use of Renter's name, logos, symbols, trademarks and/or service marks (collectively, "AUTO CLUB/AAA Names and Marks") by Association in a manner not contemplated by this Agreement shall require the prior written approval of Renter. AUTO CLUB/AAA Names and Marks are the property of Renter and/or the American Automobile Association ("AAA") and upon expiration or cancellation of this Agreement, Association agrees to immediately discontinue the use of AUTO CLUB/AAA Names and Marks in any manner whatsoever and to surrender any material, if any, containing AUTO CLUB/AAA Names and Marks to Renter or AAA. During the term of this Agreement, Association shall use the AUTO CLUB/AAA Names and Marks only in conformance with the specifications set forth by Renter and/or AAA from time to time. It is expressly agreed between the parties that Renter and/or AAA retain full ownership of the AUTO CLUB/AAA Names and Marks and registrations thereof.



16. That all advertising elements prepared by Association or its agents that contains the AUTO CLUB/AAA Names and Marks shall require Renter's prior written approval.

Automobile Club of Southern California  
3333 Fairview Road, A153  
Costa Mesa, CA 92626

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Suzanne Wisdom, Vice President,  
Marketing, Segmentation and eBusiness

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15719  
DATE March 3, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Euroshine USA, Inc. (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **POP #8**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' X 15'	Platinum Corner	\$15,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$7,500.00
Final Payment	5/29/2015	\$7,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$15,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Euroshine USA, Inc.**  
**13359 Chambord Street**  
**Brooksville, FL 34613**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Ingo Van Styn, President**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Euroshine USA, Inc.**

Location/Space: Parade of Products #8

Agreement No: **15719**

Date: March 3, 2015

Euro Body Shapers



## EXHIBIT A

### AGREEMENT NO. 15719

#### Renter:

**Euroshine USA, Inc.**

Business License Number: N/A

Seller's Permit Number: 101-326677

Taxpayer ID Number: 59-3505915

13359 Chambord Street

Brooksville, FL 34613

(352) 596-4555

Ingo Van Styn, President

#### Space Description:

Parade of Products – POP #8 (10'x15')

#### Space Fee:

\$15,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Euro Body Shapers

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Euroshine USA, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Euro Body Shapers (product/service); POP #8 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 150 square feet of space located in Parade of Products (POP #8).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #8; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #8; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #8.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Euroshine USA, Inc.  
13359 Chambord Street  
Brooksville, FL 34613

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Ingo Van Styn, President

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15720  
DATE February 23, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Golden Hammocks, Inc. dba UGO Speakers (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #416**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$4,000.00
Final Payment	5/29/2015	\$4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Golden Hammocks, Inc. dba UGO Speakers**  
1448 Hetrick Avenue  
Arroyo Grande, CA 93420

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Lucinda Golden**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**



**Golden Hammocks, Inc. dba UGO Speakers**

Location/Space: Carnival of Products #416

Agreement No: **15720**

Date: February 23, 2015

UGO Speakers

Bluetooth Transmitter



## EXHIBIT A

### AGREEMENT NO. 15720

#### Renter:

**Golden Hammocks, Inc. dba UGO Speakers**

Business License Number: N/A

Seller's Permit Number: 25-830200

Taxpayer ID Number: [REDACTED]

1448 Hetrick Avenue

Arroyo Grande, CA 93420

(805) 481-1032

Lucinda Golden, Owner

#### Space Description

Carnival of Products – CP #416 (10' x 8')

#### Space Fee:

\$8,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

UGO Speakers, Bluetooth Transmitter

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Golden Hammocks, Inc. dba UGO Speakers outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. UGO Speakers, Bluetooth Transmitter (product/service); CP #416 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #416).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #416; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4' x 2' branded sign to display over booth(s) CP #416; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #416.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Daily Program Shopping Guide.

Golden Hammocks, Inc. dba UGO Speakers  
 1448 Hetrick Ave.  
 Arroyo Grande, CA 93420

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

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Lucinda Golden, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15721  
DATE March 6, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Gordie's Goodies** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #225, #325**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Commercial Inline	\$ 3,250.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$5,625.00
Final Payment	5/29/2015	\$5,625.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$11,250.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Gordie's Goodies**  
729 Sunset Drive  
Vista, CA 92081

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: **Gordon Schantz**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Gordie's Goodies**

Location/Space: Carnival of Products #225, #325

Agreement No: **15721**

Date: March 6, 2015

Leather Belts

Fashion Belts

Assorted Buckles

Money Clips

Key Rings



## EXHIBIT A

### AGREEMENT NO. 15721

#### Renter:

##### Gordie's Goodies

Business License Number: 006604

Seller's Permit Number: 97-054745

Taxpayer ID Number: [REDACTED]

729 Sunset Drive

Vista, CA 92081

(760) 941-1338

Gordon Schantz, Owner

#### Space Description:

Carnival of Products – CP #225 (10' x 8')

#### Space Fee:

\$8,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Leather Belts, Fashion Belts, Assorted Buckles, Key Rings, Money Clips

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Gordie's Goodies outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Leather Belts, Fashion Belts, Assorted Buckles, Key Rings, Money Clips (product/service); CP #225 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.
  - d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.

6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #225).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #225; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #225; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #225.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Gordie's Goodies  
729 Sunset Drive  
Vista, CA 92081

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Gordon Schantz, Owner

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Sharon Augenstein, Chief Financial Officer



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15732  
DATE March 6, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Reborn Cabinets, Inc.** (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #701, #702; CP #324**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	20' x 8'	Platinum Corner	\$16,000.00
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$12,000.00
Final Payment	5/29/2015	\$12,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$24,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Reborn Cabinets, Inc.**  
**2981 E. La Palma Avenue**  
**Anaheim, CA 92806**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Edna Lozano**

By \_\_\_\_\_  
Title: **Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Reborn Cabinets, Inc.**

Location/Space:

Agreement No: **15732**

Date: March 6, 2015

**Carnival of Products #701, #702**

Kitchen Remodeling Service

**Carnival of Products #324**

Bathroom Remodeling Service

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15732

#### Renter:

#### Reborn Cabinets, Inc.

Business License Number: 2003-00246

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

2981 E. La Palma Avenue

Anaheim, CA 92806

(714) 678-2365

Edna Lozano, Marketing Manager

#### Space Description:

Carnival of Products – CP #701, #702 (20'x8')

Carnival of Products – CP #324 (10'x8')

#### Space Fee:

\$24,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Kitchen and Bath Remodeling Service (Lead Generating Only)

#### Renter Agrees:

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote Reborn Cabinets, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Kitchen Remodeling Service (product/service) CP #701, #702 (location)
      2. Bath Remodeling Service (product/service) CP #324 (location)  
(Lead Generating Only)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to Tandem, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide:
  - a. 160 square feet of space located in Carnival of Products (CP #701, #702).
  - b. 80 square feet of space located in Carnival of Products (CP #324).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (92 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #701, #702 & CP #324; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4'x2' branded sign to display over booth(s) CP #701, #702 & CP #324; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #701, #702 & CP #324.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Reborn Cabinets, Inc.  
2981 E. La Palma Avenue  
Anaheim, CA 92806

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Edna Lozano, Marketing Manager

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15737  
DATE February 13, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and South Orange County Community College District dba Saddleback College (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 for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **CP #524**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Carnival of Products	10' x 8'	Platinum Corner	\$8,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	4/30/2015	\$4,000.00
Final Payment	5/29/2015	\$4,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,000.00

### **Signed Rental Agreement and Certificate of Insurance are due on or before the First Payment due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group), predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**South Orange County Community College District  
dba Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Debra Fitzsimons, Vice Chancellor, Business Services**

By \_\_\_\_\_  
**Title: Sharon Augenstein, Chief Financial Officer**

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**South Orange County Community College District  
dba Saddleback College**

Location/Space: Carnival of Products #524

Agreement No: **15737**

Date: February 13, 2015

Saddleback College Brochures and Promotional Items

**Lead Generating Only**





## EXHIBIT A

### AGREEMENT NO. 15737

**Renter:**

**South Orange County Community College District dba Saddleback College**

Business License Number: N/A

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

28000 Marguerite Parkway

Mission Viejo, CA 92692

(949) 347-1997

Debra Fitzsimons, Vice Chancellor, Business Services

**Space Description:**

Carnival of Products – CP #524 (10' x 8')

**Space Fee:**

\$8,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Saddleback College Brochures and Promotional Items (Lead Generating Only)

**Renter Agrees:**

1. To be a Platinum Partner from July 17, 2015 – August 16, 2015 at the OC Fair.
2. To provide payment in the sum of EIGHT THOUSAND (\$8,000.00) as a Platinum Partner fee, due upon execution of this agreement. Exact payment schedule is as outlined on the Rental Agreement. Payment in full must be received no later than May 29, 2015.
3. To gain pre-approval from the District for use of OC Fair marks and logos, and that all display elements, materials and concepts provided by Renter require the approval of the District prior to implementation.
4. To provide high-resolution Renter logo as outlined herein for inclusion in advertising and signage.
5. That staff members shall comply with all requirements as follows:
  - a. No staff member will promote South Orange County Community College District dba Saddleback College outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Saddleback College Brochures and Promotional Items (product/service); CP #524 (location)
  - b. Each individual assigned a Photo Credential is responsible for obtaining his or her credential from the badging office during scheduled operating hours.
  - c. All working staff accessing the OC Fair by Photo or Courtesy Credentials are required to submit proper paperwork to CPMG, including Megan's Law Screening(s). Credentials to be obtained prior to the start of the 2015 OC Fair.

- d. Booth space(s) must be fully staffed by uniformed representatives by 9:30 AM and open to the public from 10:00 AM to at least 11:00 PM on each Saturday and Sunday of 2015 OC Fair dates, and by 11:30 AM and open to the public from 12:00 Noon to at least 11:00 PM on each Wednesday, Thursday and Friday of 2015 OC Fair dates.
6. To the understanding that mobile tours and other exhibitors may be located in close proximity to contractually designated space(s).
7. To abide by the rules and regulations included in the Commercial Space & Concessions Program Handbook, including those regarding taxes and any other such reasonable parameters as set forth by District staff prior to and during the term of this agreement.
8. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities, and to ensure display at all times within the parameters set forth by these organizations.
9. To provide Certificates of Insurance, fire safety training information, applicable certifications and permits, and to comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.

**District Agrees:**

1. To provide 80 square feet of space located in Carnival of Products (CP #524).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
3. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (46 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
5. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
6. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
7. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
8. To provide one (1) 36" round, branded floor decal to display in front of booth(s) CP #524; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
9. To provide one (1) 4' x 2' branded sign to display over booth(s) CP #524; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) CP #524.
11. To provide link to Renter website on applicable section of the OC Fair website.
12. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
13. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
14. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Daily Program Shopping Guide.

South Orange County Community College District  
 dba Saddleback College  
 28000 Marguerite Parkway  
 Mission Viejo, CA 92692

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

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Debra Fitzsimons, Vice Chancellor,  
 Business Services

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Sharon Augenstein, Chief Financial Officer

**OC FAIR & EVENT CENTER  
SUPPLIER RENTAL AGREEMENTS FOR BOARD APPROVAL  
MARCH 2015**

<b>CONTRACT #</b>	<b>CONTRACTOR</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>	<b>TERM</b>	<b>SPACE SIZE</b>	<b>AMOUNT</b>
15665	Wessel Propane	Propane sales and service	Davis Commissary	07/01/15-08/18/15		\$0.00
15666	Upper Crust Distribution	Baked goods sales and services	Davis Commissary	07/01/15-08/18/15		\$0.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15665  
DATE February 27, 2015

### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Wessel Propane** (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **Davis Commissary**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Charges</u>
Daily Grounds Access	\$ 0.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement and Certificate of Insurance Due	5/29/15	\$ 0.00
	Total:	\$ 0.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Wessel Propane**  
**P.O. Box 901**  
**Duarte, CA 91009**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Daniel Wessel

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
  2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
  3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
  4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
  5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
  6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
  7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
  8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
  9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
  10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the Association and the local law enforcement officials.
  11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause beyond Renter's control excepted.
  12. Association may provide watchman service, which will provide for reasonable protection of the property of Renter's, but Association shall not be responsible for loss or damage to the property of Renter.
  13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
  14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
  15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
  16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
  17. This Rental Agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this Agreement.
  18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
  19. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment or property taxes levied on such interest.
  20. The Association shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
  21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
  22. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- Hazardous Agreements: If this Agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy.

**By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.**

**Wessel Propane**

Location/Space: Davis Commissary

Agreement No: **15665**

Date: February 27, 2015

Propane Sales and Service

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15666  
DATE February 27, 2015

### SUPPLIER RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Upper Crust Distribution (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 for only the dates as follows: **7/1/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
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: **Davis Commissary**
3. The purpose of occupancy shall be limited to (*see attached Product and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Charges</u>
Daily Grounds Access	\$ 0.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement and Certificate of Insurance Due	5/29/15	\$ 0.00
Total:		\$ 0.00

**Signed Rental Agreement and Certificate of Insurance are due on or before the due date.**

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 defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employers, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorney's fees), judgments or demands (collectively, "Claims") arising from or in any way related to the operation of Renter's concession under this Agreement, including, but not limited to Claims for personal injury, property damage, or loss of property, goods, wares or merchandise.
  - A. Renter represents and warrants that the subject concession, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Renter or all required permissions and license agreements have been obtained and paid for by the Renter, and (ii) as far as Renter is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
  - B. Renter further agrees to defend, indemnify and save harmless Association and the State of California, and their officers, directors, agents, representatives, employees, predecessors-in-interest, successors-in-interest, transferees and assigns, from any and all liabilities, losses, claims, suits, costs (including attorneys' fees), judgments or demands (collectively, "Claims") arising from or in any way related to Claims for misappropriation or infringement of trademark copyright and other intellectual property rights.
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 included 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 Provision: By signing this Agreement, the undersigned agrees to abide by the Commercial Space & Concessions Program Handbook. By this reference, the Handbook is incorporated into and becomes a part of this Agreement and is on file with the Association.**
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 by and on behalf of the parties hereto, the day and year first above written.

**Upper Crust Distribution**  
1255 N. Grove Street  
Anaheim, CA 92806

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: James DiMartile

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

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18. Renter, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127).
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**Upper Crust Distribution**

Location/Space: Davis Commissary

Agreement No: **15666**

Date: February 27, 2015

Baked Goods Sales and Service



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** March 20, 2015

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, Board Chair

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### **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. 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)



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9B

**SUBJECT:** 2015 OC Fair Imaginology Presentation

**DATE:** March 20, 2015

**FROM:** Michele Richards, Chief Business Development Officer

**PRESENTATION BY:** Michele Richards, Chief Business Development Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

Staff will provide a presentation previewing 2015 OC Fair Imaginology.



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9C

**SUBJECT:** Discussion of OC Fair Barbeque Smoke Operations Plan

**DATE:** March 20, 2015

**FROM:** Kathy Kramer, Chief Executive Officer

**PRESENTATION BY:** Kathy Kramer, Chief Executive Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

On January 22, 2015, the OCFEC Board of Directors voted to revise their smoking policy to limit smoking during OCFEC-produced events to designated areas. During the discussion of this policy change, the issue of smoke generated by barbeque vendors was brought up. At the February 26, 2015 Board meeting, staff was asked to research and develop an operational plan to address the issue of barbeque smoke mitigation at the OC Fair. Additionally, staff was asked to receive commitments from the barbeque concessionaires to adhere to these mitigation efforts.

### **Concessionaire Meetings**

A meeting was held with our barbeque concessionaires to discuss ideas on how to work together to find ways to mitigate excessive barbeque smoke in their operations. Our concessionaires were very cooperative, provided useful feedback to help staff in developing our new barbeque smoke abatement policies.

In this meeting, it was identified that up to 40% of the smoke created by some of our barbeque concessionaires was the result of "exhibition" cooking techniques. This cooking technique is for show and involves the griller spraying water on the hot coals to create smoke. This is a practice used in the barbeque industry to appeal to the senses and as a way of driving traffic to their barbeque areas.

Another area of barbeque operations in which excessive smoke is generated is during the cleaning process. As water is sprayed on the hot grill and coals along with scraping debris left on the grills from cooking onto the hot coals excessive smoke is created.

### **Industry Outreach for Best Practices**

The issue of barbeque smoke mitigation seems to be, for now at least, somewhat isolated to the California market. I participated in the Midwest Fair Managers Conference in San Diego in late February, in which approximately 100 Fair Managers and CEO's in attendance from many of the large iconic Midwest and East Coast Fairs. During an open Q & A session I asked the question pertaining to barbeque smoke issues and mitigation policies. The only comment I got back from the group was from the CEO of the Texas State Fair. He commented that their only barbeque smoke mitigation issue was related to providing an oscillating fan to a vendor who was located next to a barbeque concessionaire to blow the smoke away from that vendor's booth.

I also discussed this issue with the President/CEO of IAFE, the Fair industry's member association, and they too reported no knowledge of industry policies around barbeque smoke mitigation or environmental enforcement agencies being required to any large extent in the industry.

Staff's industry outreach in the California market included both San Diego County Fair and LA County Fair.

San Diego reported that they currently have no specific policies or requirements for their barbeque concessionaires and if they have issues with excessive barbeque smoke, they are addressed on a case by case basis.

In the discussion with LA County Fair staff, they indicated that after some guest complaints a couple of years ago regarding levels of barbeque smoke, the AQMD (Air Quality Management District) was engaged to assist with permitting each of the barbeque operators. They require all open grill charbroilers, inside or out to obtain a permit from the South Coast AQMD. In addition, they have a representative from South Coast AQMD in their pre-Fair mandatory meeting with the concessionaires.

### **OCFEC BARBEQUE SMOKE MITIGATION OPERATIONS PLAN**

- The 2015 Rules and Regulations Handbook has not been distributed to our concessionaires and is in the final stages of revision. Included in this year's handbook revisions will be the new barbeque Smoke Abatement requirements.

#### **Smoke Abatement**

*In the interest of public health, the OC Fair requires that all concessionaires utilizing barbeques/grills when cooking must employ all reasonable efforts to minimize and manage the output of smoke*

*associated with their food preparation process. Abatement measures must include, but are not limited to:*

- *Appropriate and ongoing education/training of owners and their staff.*
- ***Elimination of water/liquid spraying on grill surfaces for the purpose of exhibition cooking/presentation.***
- *Smoke dispersal through use of fans if determined necessary by OC Fair Management; correct positioning and directional flow is vital.*
- *Overnight cooking where/when practicable and quality effective relative to served product.*
- *Full grill cleaning at closure times only, sanitation standards permitting, to lessen dispersal of visible emissions.*
- *Current registration/permit and in good standing with South Coast Air Quality Management District (AQMD).*

***Concessionaires not adhering to above guidelines, or deemed to be producing smoke output beyond levels considered acceptable, may be directed to cease operations. Violations can result in counseling and other corrective measures up to and including notice of contractual default. If condition not mitigated within four (4) hour cure period, or if occurrence is a repeat violation, matter can be cause for loss of directly related concession space assignment and/or dismissal from the OC Fair as well as loss of consideration for future participation at the OC Fair.***

- It was identified that the 2015 barbeque Concession Rental Agreements have not been countersigned by OCFEC and these agreements will be held by staff until the "Addendum To Concession Rental Agreement" has been executed by each of the barbeque Concessionaires. (See attached)

The addendum will be sent to all 2015 Fair barbeque concessionaires along with the new 2015 Rules and Regulations Handbook. Once the addendum has been signed by the barbeque concessionaire, OCFEC will countersign the addendum and return the Rental Agreement and the addendum to the barbeque concessionaire.

- At the time of writing this report, staff has reached out to the local AQMD office to engage them in this issue. We are awaiting communications back from them. We anticipate they will want to be involved in the education around smoke mitigation as well as requiring our barbeque concessionaires to obtain permits through their agency.
- Once AQMD is secured, staff will ensure they participate in the mandatory pre-Fair concessionaire meeting.

**ADDENDUM TO CONCESSION RENTAL AGREEMENT**

**Agreement No. \_\_\_\_\_**

**Billy Bob's Big Boy BBQ, Inc.**

**Addendum Date: \_\_\_\_\_**

Concessionaires utilizing barbeques and grills in their food preparation process have been fully advised by the OC Fair of concerns pertaining to cooking related smoke emissions. Smoke abatement guidelines and corrective measures relative to incidence of non compliance have been added to and outlined on page 29 in the 2015 Commercial Space & Concessions Program Handbook.

Please acknowledge your understanding of all added terms and conditions, as well as your agreement to adhere to barbeque and grill practices as specified in the Handbook, by signing this addendum.

Except as herein amended, all other terms and conditions remain as previously agreed upon.

Billy Bob's Big Boy BBQ, Inc.  
12500 Highway 990, #350S  
Honky-Tonk, TX 76999

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By: \_\_\_\_\_  
William Roberts, Owner

By: \_\_\_\_\_  
Sharon Augenstein, Chief Financial Officer



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9D

**SUBJECT:** Workers Compensation Coverage for Board of Directors and Volunteers

**DATE:** March 20, 2015

**FROM:** Kathy Kramer, Chief Executive Officer

**PRESENTATION BY:** Kathy Kramer, Chief Executive Officer

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### **RECOMMENDATION**

Review and approve resolution for Workers Compensation coverage to be extended indefinitely to the Board of Directors and all volunteers for Imaginology, annual OC Fair and all other fair sanctioned activities and events.

### **BACKGROUND**

This resolution is contained in Policy 2.4.1.D.

*The CEO will not allow the Association to be uninsured: For Workers Compensation for the Board of Directors and all volunteers for Imaginology, Summer Fair and all other Fair-sanctioned activities and events.*





## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9E

**SUBJECT:** Discussion of Designated Smoking Areas

**DATE:** March 20, 2015

**FROM:** Michele Richards, Chief Business Development Officer

**PRESENTATION BY:** Michele Richards, Chief Business Development Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

At the February 26, 2015 meeting, the Board of Directors ratified the language to reflect the new smoking policy approved by the Board in January 2015 limiting smoking during the annual OC Fair to designated smoking areas only.

Staff will present the locations and structure of the designated smoking areas for the 2015 OC Fair including:

#### **Locations:**

- Location #1 (15'x12') Inside Green Gate
- Location #2 (20'x20') Next to Paradise Cigars on the new plaza
- Location #3 (15'x12') On the lawn outside Baja Blues
- Location #4 (15'x12') Third base side of Pacific Amphitheatre concourse
- Location #5 (15'x12') First base side of Pacific Amphitheatre concourse
- Location #6 (15'x12') Next to Hussong's
- Location #7 (15'x12') Carnival entrance near Yellow Gate

#### **Design/Layout:**

Designated smoking areas will consist of a horseshoe design, complete with:

- 8ft. benches
- Tall planters for aesthetics and privacy
- 2 large capacity combo trashcan/ashtray

**Signage:**

- Existing “No Smoking/Vaping” signs will remain on the grounds
- Additional signage at Admission Ticket Booths and all Gates
- 22’ x 8’ signs at each designated smoking area
- Clearly marked locations on all maps on grounds and in collateral materials

**Communication to Guests and Stakeholders:**

- Web Site
- SmartPhone App
- Receptionists/Information Booths
- All printed materials (maps, guides, etc.)
- @The Fair newsletter
- Neighbor News
- Media statements



## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9F

**SUBJECT:** Pacific Amphitheatre Seat Replacement Project

**DATE:** March 20, 2015

**FROM:** Sharon Augenstein, Chief Financial Officer

**PRESENTATION BY:** Sharon Augenstein, Chief Financial Officer and  
Jerry Eldridge, Director of Facilities

---

### **RECOMMENDATION**

Approve staff recommendation to select green solid back chairs for the Pacific Amphitheatre Seat Replacement project.

### **BACKGROUND**

Staff has evaluated the options for new chairs in the Pacific Amphitheatre and recommends the selection of green solid back seats.

Green is a consistent color in the OC Fair color palette, representing our agricultural heritage and mission. Green signifies growth, renewal, health and the environment. A solid back chair is recommended over a slatted back chair because it is believed to provide greater comfort for our guests as well as facilitate more efficient and effective cleaning and maintenance.





## **Board of Directors Agenda Report**

MEETING DATE: MARCH 26, 2015 ITEM NUMBER: 9G

**SUBJECT:** Discussion of Options Related to the Establishment of a Foundation for Fundraising for Agricultural and Educational Projects

**DATE:** March 23, 2015

**FROM:** OCFEC Educational & Agricultural Foundation Task Force

**PRESENTATION BY:** OCFEC Educational & Agricultural Foundation Task Force

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### **RECOMMENDATION**

At the discretion of the Board, discuss the merits of each option and direct staff on which option to proceed with.

### **BACKGROUND**

At the February 21, 2014, the Board discussed the Veterans Exhibit Planning Process and approved staff to work with Manatt, Phelps & Phillips to establish a 501(c)3 foundation to allow for fundraising for large-scale education and agriculture –related projects at the OC Fair & Event Center, including the future Veterans Exhibit. This was a follow up to the Veterans Exhibit Task Force work with members of the veterans' community to plan the Veterans Exhibit project on January 27, 2014.

In April, 2014, Chair Tkaczyk appointed Director Mouet and Director Bagneris to serve as the OCFEC Educational & Agricultural Foundation Task Force to work with staff to finalize bylaws and policies of the new Foundation.

In May, 2014, the Board of Directors discussed whether they should reconsider the creation of a new foundation and contemplate on whether the scope of the Centennial Farm foundation could, within their existing bylaws, help meet the desired goals instead of establishing a new foundation. The Board directed the OCFEC Educational & Agricultural Foundation Task Force to conduct further study to determine the best course of action. The Task Force began meeting to review relevant documents and review and discuss options. The OCFEC Board discussed this matter at the January 22, 2015 and asked the Task Force to bring back the

various options with more detail so the Board can decide on direction. A series of meetings have taken place in order to prepare this report for the Board to consider and direct.

### **Option A: Establish a New Foundation**

Direct staff to complete the work that Manatt, Phelps & Phillips has produced in preparing the creation of a 501(c)3 foundation to allow for fundraising for large-scale education and agriculture –related projects at the OC Fair & Event Center, including the establishment and ongoing programming of the Hero's Hall project.

The early part of the Orange County's history was deeply tied to agriculture and the development of a farm-based economy. The county community has been celebrating these agricultural roots for 125 years at the summer Fair. The construction of the Santa Ana Army Airbase played a major role in introducing Orange County to thousands of servicemen and women who would settle here after the war. The air base was located where the Orange County fairgrounds and Orange Coast College are now located. After World War II, Orange County experienced a massive growth that would help to transform it into the County we know today.

With these two big themes of agriculture and veterans, the new foundation would exist to support in honoring the legacy of these key aspects of the history of the Orange County Fair and help the overall community remember, learn, and celebrate this important past.

Discussions on the viability of this option took place with members of the veterans' community, the City Manager of Chino Hills, who has experience with the creation and managing a Foundation structurally similar to the one being proposed, and the staff of the Orange County Community Foundation. Representatives of the veterans' community continue to express their preference in the establishment of a new foundation.

### **Option B: Establish a Restricted Account to Receive Private Donations with Existing Non-Profit Organization**

Centennial Farm Foundation (CFF), who has been in existence and doing volunteer work for Centennial Farms for the past 23 years, has expressed interest in supporting the Hero's Hall project and the need it will have with exhibit support by creating a restricted fund they would manage and develop a partnership process with OCFEC to access these funds. The Orange County Community Foundation has also shared their process to establish a similar account. The veterans' community have also expressed openness in supporting the Hero's Hall project and could also help with the establishment a restricted account within their non-profit structures.

**Option C: No New Foundation and No Partnering with Non-Profit in Establishing a Restricted Account and Instead Directly Accept Private Donation to the OCFEC Organization**

OCFEC staff reached out to the state government to get clarification if it can directly receive private donations that are tax deductible. The California Department of Food and Agriculture sent CEO Kathy Kramer a letter on February 20, 2015 stating that donations directly to OCFEC from individuals or businesses may be considered charitable contributions for tax reporting purposes provided the donations are solely for public purposes as determined by a tax consultant.