



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

**NOTICE OF MEETING**

32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, April 23, 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 March 26, 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-037-15GE; SA-039-15IO; SA-040-15YR; SA-041-15FT; SA-042-15GE; SA-043-15GE; SA-044-15GE; SA-045-15GE; SA-046-15GE; SA-047-15GE; SA-048-15FT; SA-049-15FT; SA-050-15FT; SA-051-15FT; SA-052-15SP; SA-053-15YR; SA-054-15FT; SA-055-15HS; SA-056-15GS; SA-057-15HV; SA-058-15HL; SA-059-15IO; SA-060-15IO; SA-061-15YR; SA-062-15FT; SA-063-15FT

- B. Amendments: SA-16-11SS (Amend. #3); SA-21-13AM (Amend. #1)
- C. Interagency Agreements: none.
- D. Letters of Understanding: none.
- E. Rental Agreements: 15 IO FE-01; 15 IO FE-04; 15 IO FE-05; 15 IO FE-06; 15 IO FE-07; 15 IO FE-08; 15 IO FE-09; 15 IO FE-10; 15 IO FE-11; 15 IO FE-12; 15 IO FE-13; 15 IO FE-14; 15 IO FE-15; 15 IO FE-16; 15 IO FE-17; 15 IO FE-18; 15 IO FE-19; 15 IO FE-20; 15 IO FE-21; 15 IO FE-22; 15 IO FE-23; 15 IO FE-24; 15 IO FE-25; 15 IO FE-26; 15 IO FE-27; 15 IO FE-28; 15 IO FE-29; 15 IO FE-30; 15 IO FE-31; 15 IO FE-32; 15 IO FE-33; 15 IO FE-34; 15 IO FE-35; 15 IO FE-36; 15 IO FE-37; 15 IO FE-38; 15 IO FE-39; 15 IO FE-40; 15 IO FE-41; 15 IO FE-42; 15 IO FE-43; 15 IO FE-44; 15 IO FE-45; 15 IO FE-46; 15 IO FE-47; 15 IO FE-48; 15 IO FE-49; 15 IO FE-50; 15 IO FE-51; 15 IO FE-52; 15 IO FE-53; 15 IO FE-54; 15 IO FE-57; 15 IO FE-58; 15 IO FE-59; 15 IO FE-60; 15 IO FE-61; 15 IO FE-62; 15 IO FE-63; 15 IO FE-64; 15 IO FE-65; R-014-15; R-015-15; R-016-15; R-017-15; R-018-15; R-039-15; R-041-15; R-054-15; R-059-15; R-061-15; R-062-15; R-068-15; R-076-15; R-079-15; R-092-15; R-094-15; R-097-15; R-098-15; R-101-15; R-103-15; FT-050-15; FT-058-15; FT-059-15
- F. Active Joint Powers Authority Agreements: none.
- G. Commercial Rental Agreements: 15016; 15021; 15024; 15025; 15026; 15027; 15074; 15084; 15090; 15109; 15170; 15173
- H. Concession Rental Agreements: 15504; 15505; 15507; 15508; 15522; 15523; 15524; 15525; 15526; 15527; 15529; 15541; 15545; 15551; 15552; 15553; 15554; 15555; 15556; 15557; 15563; 15564; 15582; 15589; 15597; 15599
- I. Platinum Rental Agreements: 15703; 15710; 15713; 15716; 15723; 15724; 15725; 15727; 15729; 15730; 15731; 15733; 15734; 15736; 15739; 15740; 15742; 15743; 15746
- J. 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 agendized for a future Board meeting.

- i. Centennial Farm Foundation Board (Vice Chair Mouet, Director Bagneris)
- ii. Workers Memorial Task Force (Director Berardino, Chair Aitken)

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

**B. Discussion of the OC Fair Neighborhood Ambassador Program**  
Information Item

**C. Review and Approve Policy Regulating Use of Drones at OCFEC**  
Action Item

**D. Review and Approve Articles of Incorporation and Bylaws for Veteran's Foundation**  
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: MAY 28, 2015**

**13. ADJOURNMENT**

Respectfully submitted,

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

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

Date of notice: 4:00 p.m. April 13, 2015



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

#### Statement of Cash Flows

As of March 31, 2015, OCFEC's cash on hand is \$28,139,174, a decrease of \$680,157 during 2015. Operating activities have resulted in a net cash inflow of \$608,896 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$1,289,053 to date.

#### Balance Sheet

Deferred Revenue continues to increase due to sales of 2015 concert tickets and Super Passes and receipt of payments for events to be held in future months such as Gun Show, Gem Faire, Pet Expo, etc.

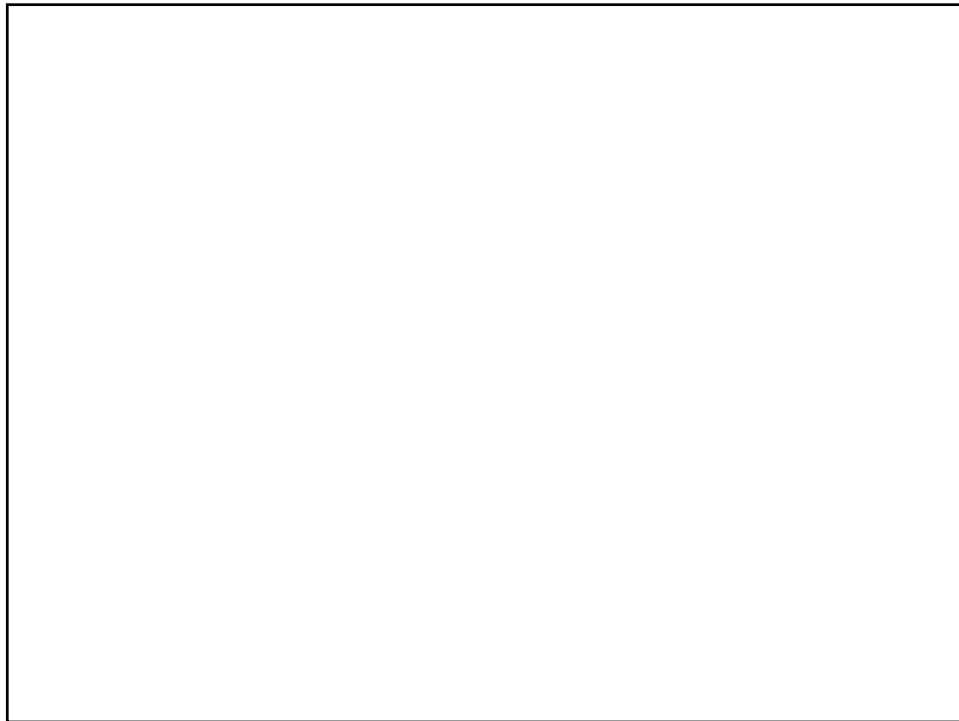
#### Income Statement

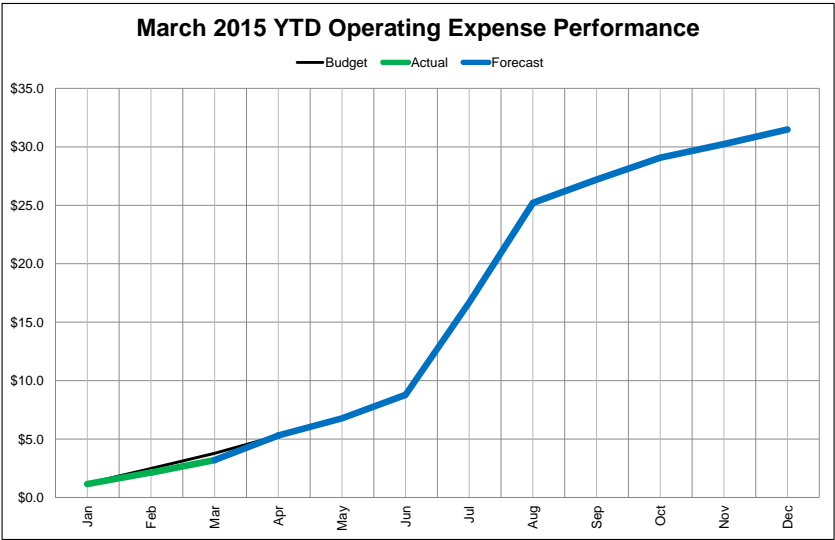
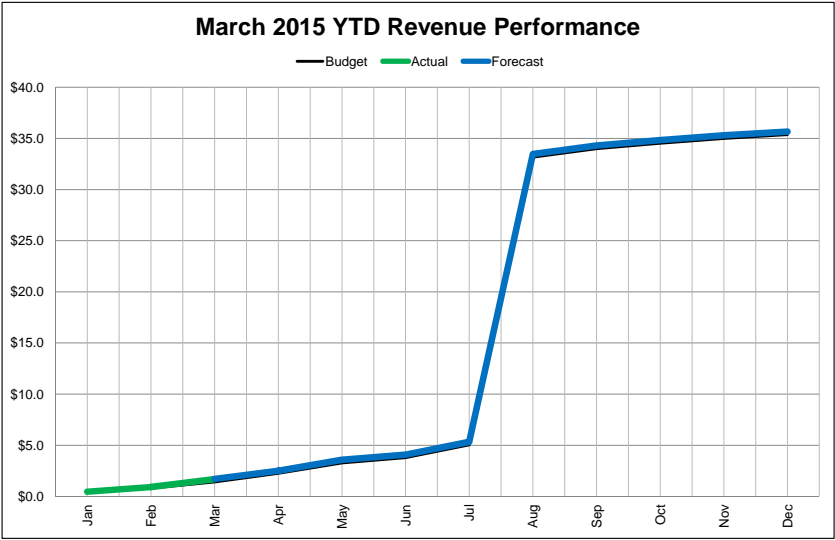
March 2015 year-to-date expenses exceed revenues by \$2,160,502, which is favorable to the budgeted net proceeds of (\$3,485,005) by \$1,324,503. Excluding performance under Major Projects, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date are favorable to budget by \$836,549.

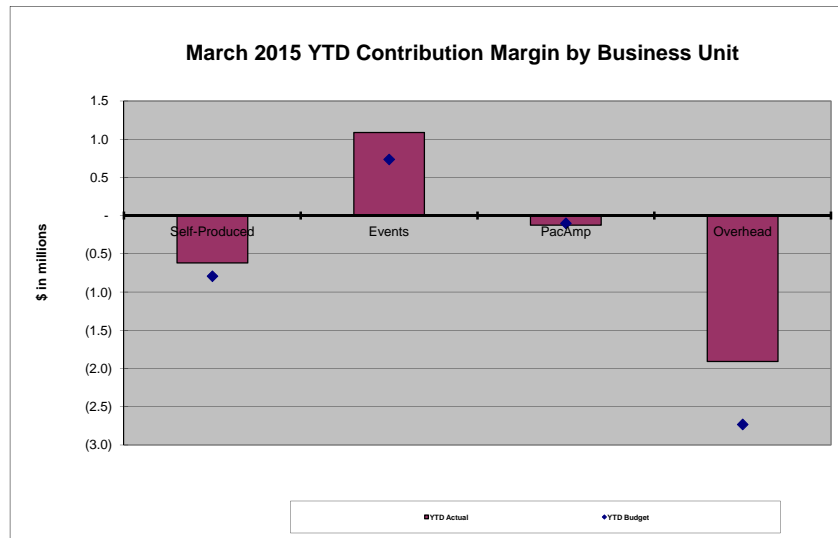
Total year-to-date revenues of \$1,688,352 are favorable to budget by \$271,331 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$199K.

Total year-to-date operating expenses of \$3,203,142 are favorable to budget by \$573,601. 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 \$476K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$171K 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.

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



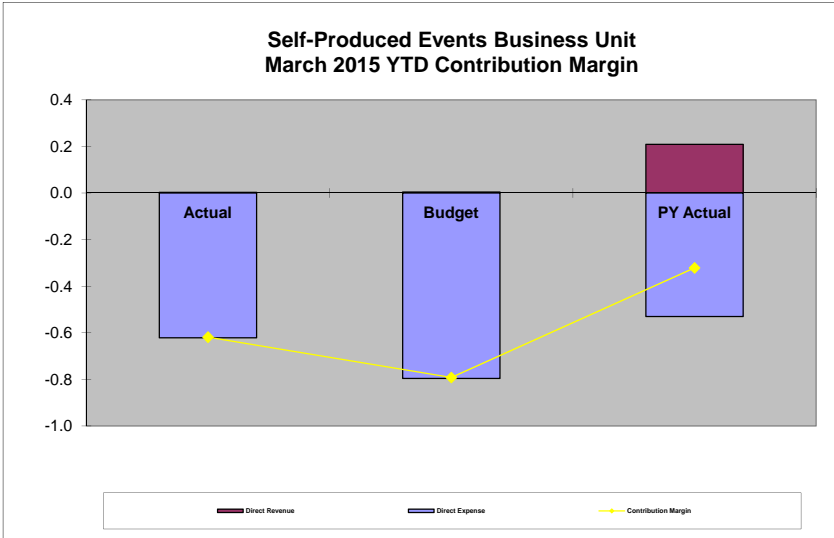




**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of March, 2015**

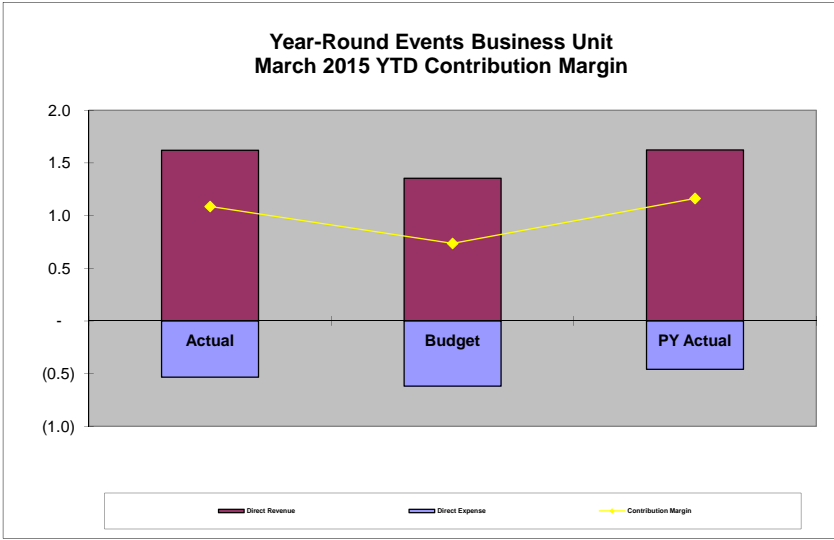
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	(0.6)	(0.8)	(0.3)	10.0
Events Business Unit	1.1	0.7	1.2	3.5
Pacific Amphitheatre Business Unit	(0.1)	(0.1)	(0.1)	1.1
<b>Total Business Unit Contribution Margin</b>	<b>0.3</b>	<b>(0.2)</b>	<b>0.7</b>	<b>14.5</b>
Net Overhead Expense (Cash)	(1.9)	(2.7)	(1.8)	(11.2)
<b>Net Cash Provided (Used) Subtotal</b>	<b>(1.6)</b>	<b>(2.9)</b>	<b>(1.1)</b>	<b>3.4</b>
Major Projects	(0.0)	(0.5)	-	(0.5)
Capital Expenditures	(1.3)		(1.6)	
Balance Sheet Changes	2.2		0.7	
<b>Net Increase (Decrease) in Cash</b>	<b>(0.7)</b>	<b>(3.4)</b>	<b>(2.1)</b>	<b>2.8</b>





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

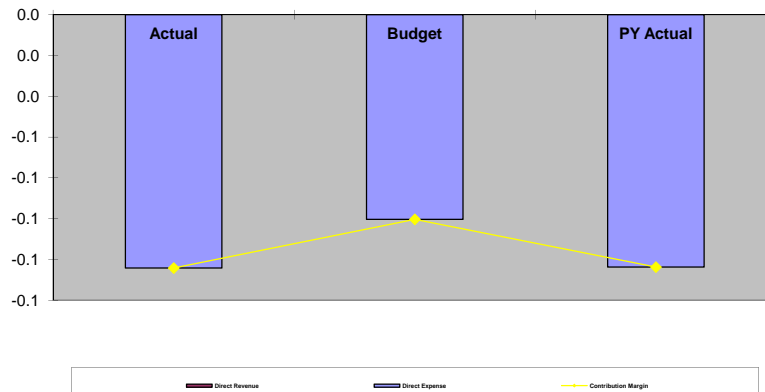
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$7.7
Concessions	0.0	0.0	0.0	6.0
Carnival	0.0	0.0	0.0	3.1
Sponsorships	0.0	0.0	0.0	1.6
Commercial Space	0.0	0.0	0.0	1.4
Parking	0.0	0.0	0.0	2.1
Other Revenue	0.0	0.0	0.2	1.0
<b>Total Direct Revenue</b>	<b>0.0</b>	<b>0.0</b>	<b>0.2</b>	<b>22.9</b>
Payroll/Related	0.4	0.5	0.4	4.3
Outside Services	0.1	0.2	0.1	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
<b>Total Direct Expense</b>	<b>0.6</b>	<b>0.8</b>	<b>0.5</b>	<b>12.9</b>
<b>Contribution to Overhead and CapEx</b>	<b>(\$0.6)</b>	<b>(\$0.8)</b>	<b>(\$0.3)</b>	<b>\$10.0</b>



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

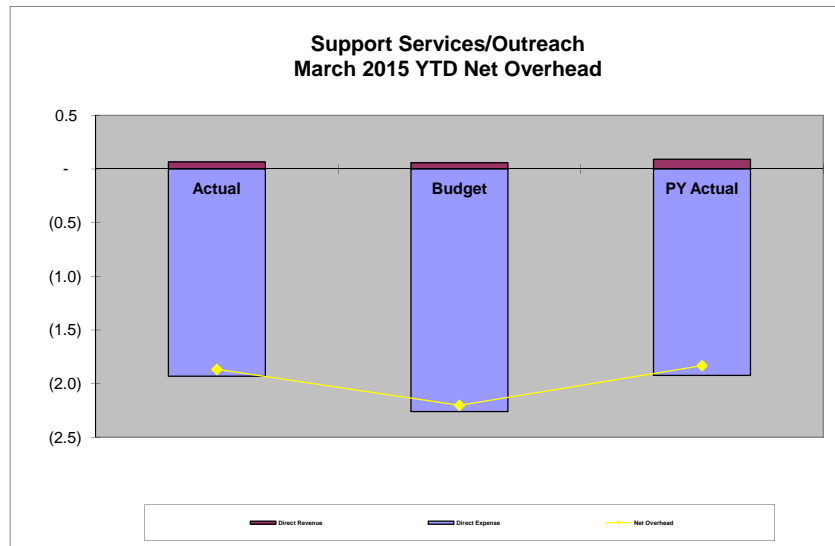
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$0.8	\$0.7	\$0.9	\$2.8
Personnel Services	0.2	0.2	0.2	0.8
Concessions	0.2	0.1	0.1	0.7
Equipment Rentals	0.1	0.1	0.1	0.5
Admissions/Parking	0.3	0.2	0.2	1.3
Other Revenue	0.0	0.0	0.0	0.1
<b>Total Direct Revenue</b>	<b>1.6</b>	<b>1.4</b>	<b>1.6</b>	<b>6.2</b>
Payroll/Related	0.4	0.4	0.4	2.0
Outside Services	0.0	0.1	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
<b>Total Direct Expense</b>	<b>0.5</b>	<b>0.6</b>	<b>0.5</b>	<b>2.8</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.1</b>	<b>\$0.7</b>	<b>\$1.2</b>	<b>\$3.5</b>

**Pacific Amphitheatre Business Unit  
March 2015 YTD Contribution Margin**



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of March, 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	0.1	0.0	0.0	0.5
Marketing/Related	0.1	0.0	0.1	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 March, 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>\$0.1</b>	<b>\$0.1</b>	<b>\$0.1</b>	<b>\$0.3</b>
Payroll/Related	\$1.3	\$1.7	\$1.3	\$7.5
Facility/Related	\$0.2	\$0.3	\$0.3	\$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	\$0.1	\$0.2
<b>Total Expense</b>	<b>\$1.9</b>	<b>\$2.3</b>	<b>\$1.9</b>	<b>\$10.9</b>
<b>Net Overhead</b>	<b>(\$1.9)</b>	<b>(\$2.2)</b>	<b>(\$1.8)</b>	<b>(\$10.6)</b>
Major Projects	\$0.0	\$0.5	\$0.0	\$0.5
Non-Cash Expenses:				
Depreciation Expense	\$0.6	\$0.6	\$0.7	\$2.4
<b>Total Non-Cash Expense</b>	<b>\$0.6</b>	<b>\$0.6</b>	<b>\$0.7</b>	<b>\$2.4</b>

**Note: Includes education/outreach program expenditures of \$207K**

**32nd D A A - OC Fair & Event Center**  
**Income Statement (Unaudited)**  
**Year to Date as of March, 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	1,045	(1,045)	-100.0%	1,444,000
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	9,434,000
Exhibits Revenue	4,338	3,000	1,338	44.6%	7,739	(3,401)	-44.0%	91,000
Attractions Revenue	-	-	-	N/A	-	-	N/A	3,886,300
Miscellaneous Revenue	100	1,000	(900)	-90.0%	201,150	(201,050)	-100.0%	4,774,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>4,438</b>	<b>4,000</b>	<b>438</b>	<b>10.9%</b>	<b>209,934</b>	<b>(205,496)</b>	<b>-97.9%</b>	<b>28,778,300</b>
Facility Rental Revenue	770,908	705,401	65,507	9.3%	895,519	(124,611)	-13.9%	2,771,534
Other Event Revenue	848,543	649,100	199,443	30.7%	726,770	121,773	16.8%	3,432,700
Equestrian Center Revenue	28,799	27,372	1,427	5.2%	27,371	1,427	5.2%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	16,976	15,865	1,111	7.0%	15,406	1,570	10.2%	109,415
<b>Total Rental Revenue</b>	<b>1,665,226</b>	<b>1,397,738</b>	<b>267,488</b>	<b>19.1%</b>	<b>1,665,066</b>	<b>159</b>	<b>0.0%</b>	<b>6,413,649</b>
Interest Earnings	18,689	15,283	3,406	22.3%	15,283	3,406	22.3%	63,000
Grants	-	-	-	N/A	32,500	(32,500)	-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>18,689</b>	<b>15,283</b>	<b>3,406</b>	<b>22.3%</b>	<b>47,783</b>	<b>(29,094)</b>	<b>-60.9%</b>	<b>175,500</b>
<b>Total Revenue</b>	<b>\$ 1,688,352</b>	<b>\$ 1,417,021</b>	<b>\$ 271,331</b>	<b>19.1%</b>	<b>\$ 1,922,783</b>	<b>\$ (234,431)</b>	<b>-12.2%</b>	<b>\$ 35,367,449</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 2,153,578	\$ 2,629,693	\$ 476,115	18.1%	\$ 2,089,758	\$ (63,820)	-3.1%	\$ 14,008,769
Professional Services Expense	253,369	424,561	171,192	40.3%	256,528	3,159	1.2%	3,246,653
Directors Expense	1,275	3,950	2,675	67.7%	1,426	152	10.6%	11,600
Insurance Expense	215,464	286	(215,178)	-75237.0%	286	(215,178)	-75237.0%	297,850
Telephone & Postage Expense	27,993	23,402	(4,591)	-19.6%	23,143	(4,850)	-21.0%	129,866
Supplies and Equipment Expense	140,023	174,341	34,318	19.7%	157,890	17,867	11.3%	3,632,573
Facility and Related Expense	286,057	383,682	97,625	25.4%	329,328	43,271	13.1%	3,352,915
Publicity & Related Expense	99,357	79,478	(19,879)	-25.0%	115,345	15,988	13.9%	1,664,665
Attractions Expense	-	-	-	N/A	-	-	N/A	4,238,584
Other Self-Prod Event Expense	186	-	(186)	N/A	186	-	0.0%	256,083
Premium Expense	523	1,826	1,303	71.3%	1,640	1,117	68.1%	121,245
Other Operating Expense	25,317	55,524	30,207	54.4%	21,152	(4,165)	-19.7%	515,410
<b>Total Operating Expense</b>	<b>3,203,142</b>	<b>3,776,743</b>	<b>573,601</b>	<b>15.2%</b>	<b>2,996,682</b>	<b>(206,460)</b>	<b>-6.9%</b>	<b>31,476,213</b>
Depreciation Expense	597,283	597,283	-	0.0%	744,302	147,019	19.8%	2,389,130
Major Projects	40,046	528,000	487,954	92.4%	-	(40,046)	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	8,382	-	(8,382)	N/A	40,891	32,509	N/A	-
<b>Total Non-Operating Expense</b>	<b>645,711</b>	<b>1,125,283</b>	<b>479,571</b>	<b>42.6%</b>	<b>785,193</b>	<b>139,482</b>	<b>17.8%</b>	<b>2,917,130</b>
<b>Total Expense</b>	<b>\$ 3,848,853</b>	<b>\$ 4,902,026</b>	<b>\$ 1,053,172</b>	<b>57.8%</b>	<b>\$ 3,781,875</b>	<b>\$ (66,978)</b>	<b>10.9%</b>	<b>\$ 34,393,343</b>
<b>Net Proceeds</b>	<b>\$ (2,160,502)</b>	<b>\$ (3,485,005)</b>	<b>\$ 1,324,503</b>	<b>38.0%</b>	<b>\$ (1,859,092)</b>	<b>\$ (301,409)</b>	<b>-16.2%</b>	<b>\$ 974,106</b>

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

	2015	2014
<b>Assets</b>		
Cash	\$ 979,844	\$ 430,717
Investments	27,159,330	24,943,585
Accounts Receivable	1,127,393	1,807,336
Reserve for Bad Debt	(11,850)	(37,501)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>29,254,716</b>	<b>27,144,137</b>
Deferred Expenses	422,941	-
Capital Projects in Process	13,523,645	6,641,856
Land	133,553	133,553
Buildings and Improvements	32,414,145	34,297,330
Equipment	412,075	479,592
<b>Long Term Assets</b>	<b>46,906,359</b>	<b>41,552,332</b>
<b>Total Assets</b>	<b>\$ 76,161,076</b>	<b>\$ 68,696,468</b>
<b>Liabilities</b>		
Accounts Payable	\$ 301,082	\$ 416,914
Deferred Revenue	3,457,374	2,758,804
Other Payroll Deductions	300,185	226,257
Deposits	33,525	30,000
Other Liabilities	-	-
<b>Short Term Liabilities</b>	<b>4,092,166</b>	<b>3,431,974</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>5,054,435</b>	<b>4,439,505</b>
<b>Resources</b>		
Investment in Capital Assets	\$ 46,483,418	\$ 41,552,332
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	25,953,403	23,720,805
Net Resources - Auction Fund	20,981	26,459
	73,267,142	66,116,056
Net Proceeds from Operations	(2,160,502)	(1,859,092)
<b>Total Resources</b>	<b>71,106,641</b>	<b>64,256,964</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 76,161,076</b>	<b>\$ 68,696,468</b>

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

**Cash Flows from Operating Activities:**

**YTD 2015**

<b>Net Proceeds</b>	<b>(\$2,160,502)</b>
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**Non-Cash Expenses:**

Depreciation Expense	597,283
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**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	(517,263)
(Incr) Decr in Other Assets	(404,142)
Incr (Decr) in Accounts Payable	(112,741)
Incr (Decr) in Other Accrued Liabilities	3,206,261
Subtotal	2,172,115

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

**608,896**

**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(1,289,053)

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

**(1,289,053)**

<b>Net Increase (Decrease) in Cash</b>	<b>(\$680,157)</b>
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Cash at Beginning of Year	28,819,331
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**Cash at End of Period**

**\$28,139,174**

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

**March, 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	1,040,055	3,359,945
West End Facility Electrical	0	93,082	(93,082)
AG Memorial	111,000	25,100	85,900
Livestock Ln: 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	14,839	3,161
Campground: Electrical Infrastructure	9,000	8,072	928
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	1,500	43,500
Pac Amp: Seat Replacement	1,500,000	0	1,500,000
Ranch Bldg: Remodel	88,000	65,934	22,066
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 Room Countertops	22,000	0	22,000
Solar Cart Parking - Charging Station	25,000	0	25,000
<b>Total Buildings and Improvements</b>	<b>8,621,000</b>	<b>1,280,903</b>	<b>7,340,097</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	8,150	11,850
Parking: Utility Truck	30,000	0	30,000
Portable Generator - Emergency Backup	60,000	0	60,000
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>251,000</b>	<b>8,150</b>	<b>242,850</b>
<b>Total Capital Expenditures</b>	<b>9,652,000</b>	<b>1,289,053</b>	<b>8,362,947</b>
<b>Major Projects</b>			
Org Needs Assessment	0	450	(450)
Landscape: Perimeter Irrigation System	0	2,900	(2,900)
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	5,618	6,382
IT: Web Design	20,000	0	20,000
Maint Office: Flooring	0	8,974	(8,974)
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
Ticket Booths: Blinds	0	11,224	(11,224)
<b>Total Major Projects</b>	<b>528,000</b>	<b>40,046</b>	<b>487,954</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>10,180,000</b>	<b>1,329,099</b>	<b>8,850,901</b>



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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76206	03/05/15	Association of State CA Supervisors	72.00
76207	03/05/15	American Express	368.33
76208	03/05/15	American Express	3,369.26
76209	03/05/15	AT&T	31.22
76210	03/05/15	Bandsintown Group	1,000.00
76211	03/05/15	Boyd & Associates, Inc.	1,456.50
76212	03/05/15	California Fairs Financing Authority	520.00
76213	03/05/15	California Fair Services Authority	1,621.63
76214	03/05/15	California Fair Services Authority	95.00
76215	03/05/15	City of Santa Ana	250.00
76216	03/05/15	Department of General Services	323.00
76217	03/05/15	Franchise Tax Board	55.38
76218	03/05/15	IUOE, Craft/Maint. Division	1,323.00
76219	03/05/15	Kaiser Permanente	37,602.52
76220	03/05/15	Bianca Kulback	56.00
76221	03/05/15	Lisa Sexton	6,996.75
76222	03/05/15	Mesa Water District	12,514.80
76223	03/05/15	CA Public Employees Retirement System	50,098.15
76224	03/05/15	SEIU Local 1000 CA State Employees Asso.	1,863.76
76225	03/05/15	Sound Media Fusion, LLC	6,000.00
76226	03/05/15	Cindy Walters	17.00
76227	03/05/15	Delta Dental Plan Of California	4,411.90
76228	03/12/15	American Electric Company	65,246.88
76229	03/12/15	AT&T	803.66
76230	03/12/15	Bill Young Productions, Inc.	450.00
76231	03/12/15	Byer Geotechnical, Inc.	600.00
76232	03/12/15	Centimark Corporation	10,880.00
76233	03/12/15	Center for Transportation Safety LLC	1,087.50
76234	03/12/15	California Fairs Financing Authority	27,835.13
76235	03/12/15	California Fair Services Authority	17,724.86
76236	03/12/15	City of Irvine	1,000.00
76237	03/12/15	Concert Media Designs, Inc.	475.00
76238	03/12/15	CR&A Custom, Inc.	324.00
76239	03/12/15	Critical Environments, Inc.	4,571.00
76240	03/12/15	DeltaCare USA	698.19
76241	03/12/15	Gem Faire, Inc.	896.88
76242	03/12/15	Heider Engineering Services, Inc.	1,627.00
76243	03/12/15	Jerry Liu & Associates	2,025.00
76244	03/12/15	Jimni Systems, Inc.	4,995.78
76245	03/12/15	Kathy Kramer	4,260.60
76246	03/12/15	Kennah Construction, Inc.	11,148.00
76247	03/12/15	Kerri Sonenshine	923.00
76248	03/12/15	KLOS Radio, Inc.	2,082.50
76249	03/12/15	VOID	-

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76250	03/12/15	Orange County Treasurer-Tax Collector	6,151.48
76251	03/12/15	Ovations FanFare, LP	156.93
76252	03/12/15	Peter James Riojas	640.25
76253	03/12/15	Safeguard Health Plans	37.62
76254	03/12/15	Southern California Edison	3,937.20
76255	03/12/15	Sony Music Holdings, Inc.	10,738.60
76256	03/12/15	State Disbursement Unit	331.00
76257	03/12/15	The Gas Company	378.97
76258	03/12/15	Tour Design Creative Services	940.00
76259	03/12/15	Ultimate Trade Shows & Events, Inc.	1,720.00
76260	03/12/15	Williams Scotsman, Inc.	1,139.41
76261	03/12/15	KOST	2,550.00
76262	03/18/15	Aquatic Service, Inc.	195.00
76263	03/18/15	AWI Builders, Inc.	372,658.88
76264	03/18/15	Boyd & Associates, Inc.	190.00
76265	03/18/15	California Fair Services Authority	22.00
76266	03/18/15	CCS Orange County Janitorial, Inc.	9,040.92
76267	03/18/15	Fire Sprinkler Inspections, Inc.	495.00
76268	03/18/15	KFRG	2,550.00
76269	03/18/15	KSWD	2,125.00
76270	03/18/15	Lopez Works, Inc.	16,193.69
76271	03/18/15	Manatt, Phelps & Phillips, LLP	10,211.90
76272	03/18/15	Gravity Technologies Inc.	745.00
76273	03/18/15	North American Amusements, Inc.	18.00
76274	03/18/15	nQativ Solutions	110.00
76275	03/18/15	Ovations FanFare, LP	348.27
76276	03/18/15	Pacific Clippings	45.00
76277	03/18/15	Pinnacle Landscape Company	653.00
76278	03/18/15	PJL Enterprise Group	452.52
76279	03/18/15	Zano Productions	150.00
76280	03/18/15	TalentWise, Inc.	2,827.00
76281	03/18/15	Union of the Vietnamese Student Assoc	8,959.57
76282	03/18/15	Verizon Wireless	2,202.95
76283	03/25/15	Rachelle Weir	7,707.30
76284	03/25/15	Apartment Assoc Of Orange County	667.88
76285	03/25/15	AT&T	2,915.64
76286	03/25/15	AT&T	100.00
76287	03/25/15	Boyd & Associates, Inc.	588.00
76288	03/25/15	BurrellesLuce	159.44
76289	03/25/15	California Fair Services Authority	95.00
76290	03/25/15	CCS Orange County Janitorial, Inc.	1,703.76
76291	03/25/15	CR&R Inc.	5,271.00
76292	03/25/15	Department of General Services	1,289.49
76293	03/25/15	Fountain Valley School District	150.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
76294	03/25/15	Jose Flores	24.00
76295	03/25/15	Justin Aquino	50.12
76296	03/25/15	Kelly Associates Management Group	450.00
76297	03/25/15	KNX-AM/CBS Radio	2,550.00
76298	03/25/15	KROQ - FM	2,890.00
76299	03/25/15	Bianca Kulback	16.00
76300	03/25/15	Lisa Sexton	6,996.75
76301	03/25/15	Madison Cody	506.00
76302	03/25/15	Mesa Water District	10,954.20
76303	03/25/15	MHP Fabrication	624.24
76304	03/25/15	Michael A. DeVries	600.00
76305	03/25/15	Mike's Precision Welding, Inc.	1,995.00
76306	03/25/15	The Miniblink Company	1,355.60
76307	03/25/15	Orange County Treasurer-Tax Collector	7,224.18
76308	03/25/15	Ovations FanFare, LP	141.08
76309	03/25/15	Pablo Calderon	350.00
76310	03/25/15	Pinnacle Landscape Company	3,804.00
76311	03/25/15	Coulter Associates LLC	9,950.21
76312	03/25/15	Rebecca Marocchi	16.00
76313	03/25/15	Red Wing Hatchery	93.95
76314	03/25/15	Reidman Dairy Services	525.00
76315	03/25/15	Renee Fontes	61.99
76316	03/25/15	Robin Wachner	54.79
76317	03/25/15	Sabrina Sakaguchi	25.01
76318	03/25/15	Quijote Corporation dba Sensis	23,648.75
76319	03/25/15	Southern California Edison	42,455.29
76320	03/25/15	Sound Media Fusion, LLC	6,000.00
76321	03/25/15	State Disbursement Unit	592.20
76322	03/25/15	ThyssenKrupp Elevator Corporation	726.95
<b>Total March AP Checks</b>			<b>893,945.16</b>

<b>OC Fair &amp; Event Center</b> <b>Electronic Payments Summary</b> <b>March 2015</b>			
<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E030215-1	03/02/15	Paymentech TM - 6990	26.45
E030215-2	03/02/15	Signapay JLA - 6845	10.17
E030215-3	03/02/15	Signapay Carnival - 3185	10.00
E030215-4	03/02/15	Signapay PacAmp Merch - 5003	10.00
EP030215-1	03/02/15	Payroll Tax - Federal	50,388.59
EP030215-2	03/02/15	Payroll Tax - State	6,368.87
E030315-1	03/03/15	Global Payments ESS - 4284	169.13
E030315-2	03/03/15	Global Pay Accounting - 9486	141.50
E030315-3	03/03/15	Paymentech TM - 6990	74.64
E030315-4	03/03/15	Global Payments WiFi - 3304	64.23
E030315-5	03/03/15	Global Pay Accounting - 9485	62.90
E030315-6	03/03/15	Global Payments Visual Arts - 3277	62.90
E030315-7	03/03/15	Authorize.net Gateway - ESS	32.05
E030315-8	03/03/15	Authorize.net Gateway - WiFi	30.55
E030315-9	03/03/15	CBB Exhibit Entries - 8888	21.76
EP030315-1	03/03/15	Payroll Tax - Federal	179.41
EP030315-2	03/03/15	Payroll Tax - State	26.92
EX3460835943	03/03/15	PayPal	59.95
E030415	03/04/15	Paymentech TM - 6990	856.96
E030515-1	03/05/15	AMEX TM - 5809	417.07
E030515-2	03/05/15	AMEX ESS APP - 1581	6.48
E030515-3	03/05/15	AMEX Entries - 8152	1.30
EP030515	03/05/15	Payroll Tax - Federal	12.08
E030615	03/06/15	Paymentech TM - 6990	17.48
EP030615-1	03/06/15	Payroll Tax - Federal	383.46
EP030615-2	03/06/15	Payroll Tax - State	22.56
E030915-1	03/09/15	Paymentech TM - 6990	367.08
E030915-2	03/09/15	Signapay Carnival - 3185	10.00
EP030915-1	03/09/15	Payroll Tax - Federal	3,042.20
EP030915-2	03/09/15	Payroll Tax - State	228.03
E031015	03/10/15	Paymentech TM - 6990	49.10
E49354582	03/10/15	Pitney Bowes Inc.	3,000.00
E031115	03/11/15	Paymentech TM - 6990	494.64
E14313237	03/12/15	CA Public Employees Retirement System	125,848.95
E031315	03/13/15	Paymentech TM - 6990	97.64
EP031315	03/13/15	Payroll Tax - Federal	24,130.56
EP031615-1	03/16/15	Payroll Tax - Federal	26,414.33
EP031615-2	03/16/15	Payroll Tax - State	6,328.96
E031715	03/17/15	Paymentech TM - 6990	66.23
E031815	03/18/15	Paymentech TM - 6990	443.17
EP031815	03/18/15	Payroll Tax - Federal	0.76
E032015-1	03/20/15	CBB Analysis Statement Fee	366.75
E032015-2	03/20/15	Paymentech TM - 6990	108.70
EP032015-1	03/20/15	Payroll Tax - Federal	2,883.60

<b>OC Fair &amp; Event Center</b> <b>Electronic Payments Summary</b> <b>March 2015</b>			
<b>Reference No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
EP032015-2	03/20/15	Payroll Tax - State	236.29
E032315	03/23/15	Paymentech TM - 6990	68.33
E032515	03/25/15	Paymentech TM - 6990	391.40
E90b45e5857	03/26/15	US Bank	104,946.69
E032715	03/27/15	Paymentech TM - 6990	27.42
E033015	03/30/15	Paymentech TM - 6990	95.19
E033115	03/31/15	Paymentech TM - 6990	29.75
<b>Total March Electronic Payments</b>			<b>359,133.18</b>

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

**1. CALL TO ORDER:**

Chair Aitken called the meeting to order at 9:06 a.m.

**2. MISSION STATEMENT:**

Chair Aitken recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. DIRECTORS PRESENT:**

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

**DIRECTORS ABSENT/EXCUSED:**

Director Ruiz

**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; Julie MacRae, OCFEC; Barbara Thompson, OCFEC; Rachelle Weir, OCFEC; Marie Torres, OCFEC; Christine Gunst, OCFEC; Teresa Mason, OCFEC; Johanna Svensson, OCFEC Creative Services Supervisor; Gary Hardesty, Sound Media Fusion; Roger Grable, Manatt, Phelps & Phillips, LLP; Janet Taylor, stenographer; Larry Sassone; Roy Englebrecht, Fight Club OC; Jay Humphrey; Reggie Mundekis; Beth Refakes; Mike Robbins; Jeanine Robbins; Chuck Dugan; Howard Lindsey; Juan Quintero, Ovations; Ryan Miller, OCMP; Cindy Brennenman; Lisa Sabo; Stewart Suchman, OCMP legal counsel; Theresa Sears; Doug Mangione; Ron Edwards; James Lowery; Jill Lloyd

**5. CEO'S OPERATIONAL UPDATE**

Kathy Kramer, OCFEC CEO, spoke about recent activity at Centennial Farm.

Evy Young, OC FEC Centennial Farm Supervisor, spoke about recent livestock births at Centennial Farm. She then invited the Board of Directors to the Ranch Banquet.

Kramer then noted that the Attorney General's Office is conducting their internal review and will notify her within a few weeks as to whether they will reinstate representation of OC FEC.

Director La Belle then discussed a meeting of the Organizational Needs Assessment Task Force and Kramer. He noted that Kramer is reviewing the organizational needs assessment document and will determine which items can be implemented consistent with Board policy and which items need to come back to the Board for approval.

Kramer then noted that the Human Resources department has been moved directly under the CEO's office and she will begin the recruiting process for the third vice president position.

Kramer provided an update regarding Costa Mesa's Arlington Avenue Bio-Swale project, noting that the City has held a community meeting and has met with the Equestrian Center operator and boarders. She noted that the Costa Mesa City Council had requested a 24 month extension from OCTA to help further research the project.

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

Director Berardino complimented staff on the work done at Pacific Amphitheatre.

## **6. PUBLIC COMMENT**

Jay Humphrey thanked and complimented staff for their outreach to the community. He then requested that the public be involved in the sound testing at Pacific Amphitheatre.

Lisa Sabo thanked staff for facilitating the meeting with the City regarding the Arlington Avenue Bio-Swale project. She mentioned that the equestrians are worried about the bike trail spooking the horses in the Arlington Arena. She then discussed the City's proposed mitigation idea of building a wall along Arlington. She also addressed traffic issues and dangers on Arlington Avenue and the equestrian center gate.

Reggie Mundekis thanked staff for meeting with the equestrian center on the Bio-Swale project. She asked about the noise mitigation efforts for the Monster Truck event scheduled for the 2015 Fair, about AB 315, the

Western Fairs Association Legislative Task Force to which Director Tkaczyk had been appointed, the proposed OCC/OCFEC Parking Structure, and the parking study.

Ron Edwards thanked the Board for their leadership and financing of Heroes Hall.

**7. MINUTES:**

**A. Board Meeting held February 26, 2015**

Action Item

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

Action Item

**ACTION:** Director Cervantes motioned and Director Berardino seconded to review and approve the minutes from the Board meeting held February 26, 2015 and March 9, 2015. **MOTION PASSED UNANIMOUSLY**

**8. CONSENT CALENDAR**

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-038-15PL

B. Amendments: 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-02; 15-IO-03; 15-IO-55; 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.

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

## **9. GOVERNANCE PROCESS:**

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

Information Item

Vice Chair Mouet on behalf of the Centennial Farm Foundation spoke about the February Foundation meeting including upcoming grant opportunities and the desire for a meet and greet with the OCFEC Board of Directors. He suggested that the Foundation embrace social media as an outreach tool. The next Foundation meeting was scheduled for that afternoon.

Director Berardino on behalf of the Workers Memorial Task Force noted that the project is progressing with an anticipated completion date prior to the 2015 OC Fair. He then complimented staff on their work with the artists.

Michele Richards, OCFEC Chief Business Development Officer, showed a few slides showing the progress of the Workers Memorial project.

Vice Chair Mouet on behalf of the Financial Monitoring Committee noted that they had met with staff to review OCFEC financials and will be taking a closer look at potential savings from moving to representation under the Attorney General's Office. He noted that staff is very busy with the RFP process and the Committee plans on meeting with staff in April.

Richards discussed the mayors and city managers breakfast to roll out the Cities Days at the 2015 OC Fair. She then discussed an Orange County City Managers Association meeting that she and Kramer had attended providing an opportunity to present plans for the OC Fair 125th anniversary celebration.

Director Nguyen on behalf of the Legislative Monitoring Task Force asked for an update from staff regarding AB315.

Director Tkaczyk on behalf of the OCC/OCFEC Parking Structure Task Force noted that the college is still in the review process.

Director Berardino requested that the Tenant Liaison Committee work with Tel Phil to coordinate storage space for vintage military vehicles owned by Cornell Illescu.

Chair Aitken then moved Item 9G forward in the meeting.

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

Action Item

James Lowery spoke about the desire for the Operating Engineers to work on the Heroes Hall project.

Cindy Brenneman thanked the Board of Directors for saving the Memorial Gardens building and spoke in support of a separate and dedicated foundation, citing successful single-purpose groups operating at the fairgrounds such as the Centennial Farm Foundation, All-American Boys Chorus, the Orange County Wine Society, and the Orange County Market Place.

Director Tkaczyk noted that it is not an accurate comparison to the proposed Foundation since the Board of Directors has no affiliation with most of those groups she cited.

Beth Refakes thanked the Board of Directors for saving the Memorial Gardens building and spoke in support of a separate foundation established to fund the Heroes Hall project.

Doug Mangione, International Brotherhood of Electrical Workers, complimented the Board on their efforts and dedication to this project. He spoke in support of a separate, dedicated foundation for the Heroes Hall project.

Vice Chair Mouet noted that the recommendation before the Board is to choose the best option for the Heroes Hall project.

Director Bagneris noted that the original discussion centered on creating a foundation to address all fundraising efforts at OCFEC. She then noted that the scope for the foundation has been further defined to focus solely on the veterans' exhibit. With the Board of Directors' allocation of \$1 million in capital funds, she questioned the need to establish a foundation to perpetuate the Heroes Hall which would entail surrendering control over the donations. She then stated that OCFEC can receive donations instead.

Chair Aitken asked if donations to OCFEC could be deposited into a restricted account to be used only for Heroes Hall.

Vice Chair Mouet answered yes but donors are often reluctant to donate to government agencies versus a non-profit foundation. He then discussed the options before the Board.

Director Berardino spoke in support of establishing a dedicated foundation for the veteran's project because it would attract more donations than other avenues.

Director Bagneris stressed that the discussion was about the establishment of an educational and agricultural foundation, not a veterans foundation. She again stated that OCFEC does not need to create a separate foundation to fund the veterans project. She suggested tabling the discussion indefinitely.

Director Tkaczyk sought to clarify the need for establishing the foundation, asking what would be OCFEC's responsibility if a foundation is established.

Vice Chair Mouet noted that the name is not carved in stone because the paperwork has not been filed but he was prepared to make a motion to direct staff to work with counsel to establish a foundation that honors both the agricultural and military heritage of the fairgrounds.

Director Tkaczyk asked what would be the role of the foundation since OCFEC would be funding and operating the facility.

Director Bagneris stated that the foundation would simply raise additionally funding.

Chair Aitken stated that it seems like the discussion centers on semantics because the end result is the same.

Discussion ensued.

Director Cervantes stated that having OCFEC accept the donations is not what the community is seeking. She spoke in support of establishing a dedicated foundation.

Chair Aitken noted that if the Board votes to establish a foundation, the foundation needs to be named for and dedicated to the veterans project.

Director Tkaczyk asked what OCFEC's commitment will be in the future.

Director La Belle stated that any funds raised by a foundation would reduce that financial commitment of OCFEC for operating the exhibit.

Director Bagneris spoke in opposition to the motion.

**ACTION:** Director Berardino motioned and Vice Chair Mouet seconded to establish a foundation dedicated to the Heroes Hall project subject to the later approval of the bylaws. **MOTION PASSED WITH DIRECTOR BAGNERIS VOTING NO**

Grable suggested bringing back the articles of incorporation and bylaws at the next Board meeting then make appointments at a subsequent meeting.

## **B. 2015 OC Fair Imaginology Presentation**

Information Item

Richards presented the staff report and introduced Joan Hamill, OCFEC Director of Community Relations.

Hamill introduced some of the staff involved in the planning and operation of Imaginology: Barbara Gregerson, Teresa Dayton, Evy Young, Johanna Svensson, Julie MacRae, Barbara Thompson, Rachelle Weir, Christine Gunst, and Marie Torres. Svensson introduced graphic designer Sarah Labreque who did all of the illustrations for Imaginology. Hamill then discussed key elements and programming options at Imaginology.

Director Berardino asked how long Youth Expo/Imaginology has been held. He then asked if food was sold at Fair prices.

Hamill answered that Imaginology, which was originally called Youth Expo, has been held for 36 years and that non-profit groups sell food at nominal prices.

Director Berardino then he asked the Chair to direct staff to invite the State Trades Association to Imaginology.

Richards then played the Imaginology sizzle reel.

Chair Aitken asked that staff look into providing the bounce rides free to attendees.

Director Berardino questioned why these vendors, who make so much money at the Fair, cannot offer free admission during Imaginology.

Director Tkaczyk noted that a lot of the vendors give back by participating through avenues such as the Junior Livestock Auction and other programs.

Director Berardino requested that staff provide a list of those efforts.

### **C. Discussion of OC Fair Barbeque Smoke Operations Plan Information Item**

Kramer presented the staff report.

Director La Belle asked if the issuance of permits by the AQMD had reduced smoke at the Los Angeles County Fair.

Richards noted that not all vendors are required to apply for a permit and the AQMD works with each vendor on a case by case basis.

Chair Aitken complimented the smoke abatement plan.

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

Sharon Augenstein, OCFEC CFO, presented the staff report and recommendation.

**ACTION:** Director Berardino motioned and Director La Bell seconded to 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. **MOTION PASSED UNANIMOUSLY**

**E. Discussion of Designated Smoking Areas**  
Information Item

Richards presented the staff report.

Director Berardino complimented staff on the program. He noted that he received a lot of communication questioning why he did not vote for a complete non-smoking policy. He hoped this plan was successful because there is a lot of pressure to ban smoking totally at OCFEC.

**F. Pacific Amphitheatre Seat Replacement Project**  
Action Item

Jerry Eldridge, OCFEC Director of Facilities, presented the staff report and recommendation. He noted his appreciation for being given the opportunity to be involved in the Heroes Hall project.

Reggie Mundekis thanked the Board and staff for finally getting new seats for the Amphitheatre.

Director Tkaczyk asked if the old seats can be sold.

Eldridge answered that the company that OCFEC has been purchasing parts from would like to purchase them.

**ACTION:** Director La Belle motioned and Director Berardino seconded to select green solid back chairs for the Pacific Amphitheatre Seat Replacement project. **MOTION PASSED UNANIMOUSLY**

**10. CLOSED SESSION**

None.

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

None.

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

**13. ADJOURNMENT**

Meeting adjourned at 12:22 p.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  
APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-037-15GE	Mark My, Inc.	Mark Yuzuik Comedy Hypnotist on Plaza Arts Stage	Fair Time	07/17/15 - 08/16/15		\$26,500.00
SA-039-15IO	Ronald P. Canzano	Photography services for 2015 Imaginology	Imaginology	04/10/15 - 04/30/15		\$375.00
SA-040-15YR	Modular Space Corporation dba ModSpace	Campground restroom trailer unit rental	Year Round	4/1/2015 - 03/31/16		\$20,160.00
SA-041-15FT	Damian Tsutsumida Photographs	Photography services for year round events and the 2015 OC Fair	Year Round	04/15/15 - 04/14/16		\$4,752.00
SA-042-15GE	Bill Magee	Performing in Baja Blues for the 2015 OC Fair	Fair Time	07/17/15 - 07/19/15		\$2,400.00
SA-043-15GE	Wreck N Sow	Performing in Baja Blues for the 2015 OC Fair	Fair Time	08/05/15 - 08/09/15		\$2,500.00
SA-044-15GE	Le Clair and Bradley Enterprises	"The Mai Tais" performing in Baja Blues for the 2015 OC Fair	Fair Time	08/15/15 - 08/16/15		\$600.00
SA-045-15GE	Steve Sturgis	"The Dogs" performing in Baja Blues for the 2015 OC Fair	Fair Time	07/29/15 - 08/02/15		\$5,050.00
SA-046-15GE	Firepan Media, LLC f/s/o Smith	"Smith" performing in Baja Blues for the 2015 OC Fair	Fair Time	08/08/15 - 08/09/15		\$1,250.00
SA-047-15GE	Leesha Arason f/s/o Ragdoll	"Ragdoll" performing in Baja Blues for the 2015 OC Fair	Fair Time	07/18/15 - 07/19/15		\$1,000.00
SA-048-15FT	RLM Provisions LLC	Canning, preserving and beer making demonstrations at the 2015 OC Fair	Fair Time	07/17/15 - 08/16/15		\$5,692.50
SA-049-15FT	Chef Ray Presents	Fruit and vegetable sculpture demonstrations at the 2015 OC Fair	Fair Time	07/17/15 - 08/16/15		\$12,750.00
SA-050-15FT	Blackmarket Bakery Inc.	Chef demonstrations at the 2015 OC Fair	Fair Time	07/13/15 - 08/17/15		\$0.00
SA-051-15FT	McGrath Rentcorp dba Mobile Modular Management Corporation	Office Trailer Rental for 2015 OC Fair (including pre-Fair)	Fair Time	04/06/15 - 08/31/15		\$9,767.00
SA-052-15SP	LEGOLAND California	Sponsorship	Imaginology	04/01/15 - 03/15/16	\$1,500.00	
SA-053-15YR	Sectran Security Inc.	Armored Courier Services	Year Round	04/01/2015 - 03/31/15		\$7,500.00
SA-054-15FT	Cart Mart, Inc.	Rental carts for Imaginology and 2015 OC Fair	Fair Time	04/13/15 - 08/31/15		\$5,839.00
SA-055-15HS	3G Productions, Inc. (protest period expires at 5 p.m. on Monday, April 20, 2015)	Hangar Building, Action Sports Arena and Plaza Stage Sound Equipment and Services; total contract value with inclusion of option years is \$1,326,125.00	Year Round	05/01/15 - 12/31/16		\$530,450.00
SA-056-15GS	PRG (California), Inc.	Grounds Sound Equipment and Services; total contract value with inclusion of option years is \$282,590.00	Year Round	05/01/15 - 12/31/16		\$109,360.00
SA-057-15HV	XL Video, Inc.	Hangar Building and Grounds Video Equipment and Production Services; total contract value with inclusion of option years is \$1,011,370.00	Year Round	05/01/15 - 12/31/16		\$390,770.00
SA-058-15HL	RK Diversified Entertainment, Inc.	Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services; total contract value with inclusion of option years is \$667,500.00	Year Round	05/01/15 - 12/31/16		\$261,900.00



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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-059-15IO	Imagination Gallery, Inc.	Wild Science exhibit at Imaginology	Imaginology	04/22/15 - 04/27/15		\$11,900.00
SA-060-15IO	Dragon Knights, Inc.	Entertainment as "stilt theater" at 2015 Imaginology	Imaginology	04/25/15 - 04/26/15		\$5,000.00
SA-061-15YR	County of Orange	Law enforcement services for interim/year-round events	Year Round	07/01/15 - 06/30/15		\$390,000.00
SA-062-15FT	County of Orange	Law enforcement services for the 2015 OC Fair	Fair Time	07/17/15 - 08/16/15		\$500,000.00
SA-063-15FT	Costa Mesa Police Department	Traffic management services for the 2015 OC Fair	Fair Time	06/01/15 - 09/30/15		\$365,000.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-16-11SS (Amend #3)	Silverado Stages, Inc.	Shuttle services with the third and final option year to renew; total contract value increased to \$1,229,775.00	Year Round	01/01/15 - 12/31/15		\$270,725.00
SA-21-13AM (Amend #1)	On Hold					

**Interagency Agreements**

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

**Letters of Understanding**

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

AGREEMENT NUMBER

**SA-037-15GE**

REGISTRATION NUMBER

**1403504**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**MARK MY, INC.**

2. The term of this Agreement is: **07/17/15** through **08/16/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$26,500.00**

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

Exhibit A – Scope of Work – **To provide entertainment at the 2015 OC Fair. See Page 2 for additional Scope of Work.**

Pages 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 – 7

Check mark one item below as Exhibit D:

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

Pages 8 – 11

Exhibit - D\* Special Terms and Conditions

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

Pages 12 – 14

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

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

**CONTRACTOR**

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

**MARK MY, INC.**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Mark Yuzuik, President**

ADDRESS

**5360 West Agate Avenue, Las Vegas, NV 89139  
(702) 562-9147**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide entertainment as “Mark Yuzuik Comedy Hypnotist” on the Plaza Arts Stage (potential new location in 2015) July 17 – August 16 at the 2015 OC Fair.
2. Performances shall be approximately 35-40 minutes in length and take place nightly at 5:15 p.m., 7:15 p.m., and 9:15 p.m. No performances shall take place on Mondays or Tuesdays.
3. 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.
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.

**STATE AGREES:**

1. To allow Contractor to sell merchandise at no commission to the District. Items shall be pre-approved by the District.
2. To provide Contractor with two (2) hotel rooms procured at the sole discretion of the District for the duration of the contract term.
3. To pay Contractor a total sum not to exceed TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$26,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay the Contractor a total sum not to exceed TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$26,500.00) upon satisfactory completion of services herein required. Payment will be made NET 10 and delivered via 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.

**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.)

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

- 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. Coverage:**

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

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

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

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

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

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

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

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

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

**e. Liquor Liability:**

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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
  - i. 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**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**

**8. CFSA Special Events Program:**

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

**OR**

**9. 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**

**10. 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-039-1510</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 <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED	<input type="checkbox"/> CERTIFIED SMALL BUSINESS
CCCs <input type="checkbox"/> N/A <input type="checkbox"/> ON FILE <input checked="" type="checkbox"/> ATTACHED	CERTIFICATE NUMBER
<input type="checkbox"/> DVBE _____ % <input type="checkbox"/> N/A <input type="checkbox"/> GFE	
<input type="checkbox"/> Late reason _____	
<input type="checkbox"/> Public Works Contractor's License _____	
<input type="checkbox"/> Exempt from bidding _____	

1. The parties to this agreement are:

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

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

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

**RONALD P. CANZANO**

2. The agreement term is from **04/10/15** through **04/30/15**

3. The maximum amount payable is \$ **375.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **375.00**

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*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>RONALD P. CANZANO</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>Ronald P. Canzano</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>714 W. Angus Avenue, Unit F, Orange, CA 92868 (626) 201-7942 <a href="mailto:ronn@ronny-c-photography.com">ronn@ronny-c-photography.com</a></b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<b>Operating</b>	<b>5430-18</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER		DATE SIGNED	
					





**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide still photography services for 2015 OC Fair Imaginology April 24-15 as assigned by the Communications Department.
- B. To be available to work early mornings and evenings as directed by the Communications Department.
- C. To provide best-of collection of digital, high-resolution images of each event and exhibit assigned by the Communications Department.
- D. To provide useable, quality images to the Communications Department on CD/DVD or other digital medium within one (1) week of assignment.
- E. Estimated numbers of hours are three to five (3-5) hours for Imaginology.
- F. To provide services at a rate of seventy-five dollars (\$75.00) per hour for up to five (5) hours.
- G. 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.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To provide necessary admission credentials and parking passes to Contractor when on assignment.
- B. To pay the Contractor a total sum not to exceed THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375.00) upon satisfactory completion of services herein required. Payment shall be Net 30 and delivered via the postal service.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5430-18

**PAYMENT PROVISIONS:**

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

Invoices shall include the event name for which services were rendered as well as employee names (if any), shift start and end time, and hours worked.

All invoicing must include the District's Purchase Order (PO) number 45287. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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



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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

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

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

AGREEMENT NUMBER

**SA-040-15YR**

REGISTRATION NUMBER

**1407476**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**MODULAR SPACE CORPORATION dba MODSPACE**

2. The term of this **04/01/15** through **03/31/16** **FED ID:**  
Agreement is:

3. The maximum amount **\$20,160.00**  
of this Agreement is:

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

Exhibit A – Scope of Work – **To provide one (1) 12' x 40' rental restroom trailer unit with ADA ramp and skirting. Additional Scope of Work continued on page 2.** Pages 1 – 3

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:

☒  
☐

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

Pages 9 – 12

Exhibit - D\* Special Terms and Conditions

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

Pages 13 – 15

Exhibit F – ModSpace Rental Restroom Trailer Unit Quotation

Pages 16 – 17

Exhibit E – Rental Restroom Trailer Floorplan

Page 18

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

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

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

**CONTRACTOR**

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

**MODULAR SPACE CORPORATION dba MODSPACE**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Angel Meenan, Contract Analyst**

ADDRESS

**11115 Hemlock Avenue, Fontana, CA 92337  
(800) 523-7918**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES:**

1. To provide a 12' x 40' rental restroom trailer unit with ADA ramp and skirting to the District from April 1, 2015 to March, 31, 2016.
2. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated for any rental period that is less than one full month (30 days) rental. Daily proration is determined by dividing monthly rate by thirty (30) days. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
3. The monthly rental rate for the restroom trailer unit and attachments is one thousand ten dollars and five cents (\$1,010.05) per month plus sales tax for a total monthly rental rate of one thousand ninety dollars and eighty five cents (\$1,090.85). Invoices shall be submitted at the conclusion of each rental month.
4. The following list includes all "one-time fees" to be charged by Contractor:

<b>Delivery &amp; Installation (One-Time Fees)</b>				
<b>Quantity</b>	<b>Service Description</b>	<b>Service Type</b>	<b>Each</b>	<b>Total</b>
1	Fuel Charge	Delivery	\$22.00	\$22.00
1	Transportation of Building	Delivery	\$431.00	\$431.00
1	Transportation of Ramp	Delivery	\$926.00	\$926.00
10	Anchor Installation	Installation	\$70.00	\$700.00
1	Block & Level	Installation	\$125.00	\$125.00
1	Remove Hitch	Installation	\$70.00	\$70.00
1	Wood Skirting Installation	Installation	\$1,300.00	\$1,300.00
<b>Removal &amp; Return Delivery (One-Time Fees)</b>				
1	Install Hitch	Removal	\$70.00	\$70.00
10	Remove Anchors (Pull tie downs out with hydraulic hitch on delivery truck)	Removal	\$20.00	\$200.00
1	Remove Skirting	Removal	\$364.00	\$364.00
1	Unblock	Removal	\$125.00	\$125.00
1	Fuel Charge	Return Delivery	\$22.00	\$22.00
1	Transportation of Building	Return Delivery	\$431.00	\$431.00
1	Transportation of Ramp	Return Delivery	\$926.00	\$926.00
<i>Subtotal All One-Time Fees:</i>				<b>\$5,712.00</b>
<i>Total Tax on All One-Time Fees:</i>				<b>\$456.96</b>
<b><i>Grand Total of All One-Time Fees:</i></b>				<b><i>\$6,168.96</i></b>

5. The rental rate and "one-time fees" are inclusive of all equipment, fuel, materials, tools, and labor necessary for the delivery, installation, rental period, removal and pick-up of trailers.
6. The restroom trailer shall be delivered to the District's campground area on Thursday, April 2, 2015 between the hours of 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District.
7. The restroom trailer shall be removed and picked up between the hours of 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District.
8. To provide the restroom trailer rental unit as specified in this Agreement and according to the specifications provided in Contractor's quote dated March 26, 2015 and included herein as Attachment F.

9. Floorplan Specifications are as follows (See Attachment E for further detail):
  - a. Basic Dimension: 40' x 12' with split layout for separate men's and women's entrance
  - b. Women's: Four (4) toilet compartments (1 shall be ADA compliant)
  - c. Men's: Two (2) toilet compartments; (2) urinal stalls (1 of each shall be ADA compliant)
  - d. Both Sides: Two (2) sinks in each men's and women's
  - e. All toilets and urinals must be flush valve type
  - f. The trailer must have skirting
  - g. The unit must be set with an adjoining ADA ramp with railing. Ramp must meet state of California ADA specification.
10. Contractor is responsible to ensure all necessary anchors and tie downs are in place to assure trailer is securely fastened.
11. Contractor shall provide a restroom trailer unit that is in new or near-new condition and unit shall be delivered clean and ready to use.
12. Contractor has certified restroom trailer is compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
13. All units and ramps shall meet state of California ADA specifications.
14. District staff shall be responsible for hooking up and unhooking plumbing upon trailer installation and removal.
15. Contractor will be responsible for trailer placement and installation and removal of all decking, ramps, stairs, seismic ties, etc.
16. Upon removal of trailer, Contractor is responsible for the removal of all seismic ties via the method described in Contractors quotation. (See Attachment F.)
17. 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 Contractor access for delivery, installation, and removal of the rental restroom trailer unit.
2. District staff shall be responsible for hooking up and unhooking plumbing upon trailer installation and removal.
3. Contractor will be responsible for trailer placement and installation and removal of all decking, ramps, stairs, seismic ties, etc.
4. To purchase Contractor's Damage Waiver Option at a rate of SEVENTY FIVE DOLLARS (\$75.00) per month. This program provides coverage for any direct physical damage to the modular building and attachments provided by Contractor and relieves the District of financial responsibility above ONE THOUSAND DOLLARS (\$1,000) (per occurrence/per building) in the event of damage and/or loss under the following conditions:
  - a. Fire and smoke damage (from fire only);
  - b. Lightning, flood, windstorm and/or hail damage;
  - c. Theft, including attachments leased from Contractor;
  - d. Vandalism;
  - e. Collision with a vehicle; and
  - f. Explosion (externally caused).
5. To provide General Liability coverage as specified in Contractor's quote dated March 26, 2015 and included herein as Attachment F.
6. To pay Contractor a total sum not to exceed TWENTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$20,160.00) based upon the rates as detailed herein.





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

**BUDGET DETAIL:**

District Account #: 5220-30

**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 at the conclusion of each rental month.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 45310. Invoice may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**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 – MODSPACE RENTAL TRAILER RESTROOM UNIT QUOTATION**



This Offer Created For:  
**OC Fair & Event Center**  
863803

Date: 03/26/2015  
Offer #: 102571  
Offer Expires: 6/17/2015

800-523-7918

**Customer Billing Address**

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626  
Contact : Cheryl Miller  
Phone : (714)708-1557  
Email : cmiller@ocfair.com  
PO No :  
Project No :  
Project Name:

**ModSpace Service Center**

CA-San Diego  
14015 Kirkham Way  
San Diego, CA 92064  
Contact: Salvatore Crivello  
Phone : +US(858)513-0021  
Fax : +US(858)513-2472  
Email : salvatore.crivello@modspace.com

**Delivery Address**

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

Offer Type: Operating Lease

**Only Modspace Offers You The Ultimate Confidence Pledge**

Building Rental: RESS1244				
Asset #: RESS1244				
<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
1	12	Monthly	\$700.00	\$700.00
<b>Total Monthly Rental:</b>				\$700.00
Additional Items				
<u>Quantity</u>	<u>Description</u>	<u>Rental Each</u>	<u>Rental Total</u>	
1	Personal Property Expense	\$29.05	\$29.05	
1	Ramp Rental <i>305 SF 12'-0" x 6'-6" upper landing, 6 tread step attachment, 4'-0" x 38'-0" ramp with switchback.</i>	\$281.00	\$281.00	
<b>Total Additional Monthly Items:</b>				\$310.05
Delivery, Installation & Removal (One-Time Items)				
<u>Quantity</u>	<u>Service Description</u>	<u>Each</u>	<u>Total</u>	
<u>Delivery</u>				
1	Fuel Charge	\$22.00	\$22.00	
1	Transportation of Building	\$431.00	\$431.00	
1	Transportation of Ramp	\$926.00	\$926.00	
<u>Installation</u>				
10	Anchor Installation	\$70.00	\$700.00	
1	Block & Level	\$125.00	\$125.00	
1	Remove Hitch	\$70.00	\$70.00	
1	Wood Skirting Installation	\$1300.00	\$1300.00	
<b>Setup and Delivery Charges:</b>				\$3,574.00
<u>Remove</u>				
1	Install Hitch	\$70.00	\$70.00	
10	Remove Anchors <i>Full tie downs out with hydraulic hitch on delivery truck</i>	\$20.00	\$200.00	
1	Remove Skirting	\$364.00	\$364.00	
1	Unblock	\$125.00	\$125.00	
<u>Return Delivery</u>				

**EXHIBIT F – MODSPACE RENTAL TRAILER RESTROOM UNIT QUOTATION**



This Offer Created For:  
**OC Fair & Event Center**  
863803

Date: 03/26/2015  
Offer #: 102571  
Offer Expires: 6/17/2015

800-523-7918

**Customer Billing Address**

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626  
Contact : Cheryl Miller  
Phone : (714)708-1557  
Email : cmiller@ocfair.com  
PO No :  
Project No :  
Project Name:

**ModSpace Service Center**

CA-San Diego  
14015 Kirkham Way  
San Diego, CA 92064  
Contact: Salvatore Crivello  
Phone : +US(858)513-0021  
Fax : +US(858)513-2472  
Email : salvatore.crivello@modspace.com

**Delivery Address**

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

<u>Quantity</u>	<u>Service Description</u>	<u>Each</u>	<u>Total</u>
1	Fuel Charge	\$22.00	\$22.00
1	Transportation of Building	\$431.00	\$431.00
1	Transportation of Ramp	\$926.00	\$926.00
<b>Dismantle and Return Charges:</b>			<b>\$2,138.00</b>
Total Monthly Rental:			\$1,010.05
Total Monthly Tax:			\$80.80
Total Monthly Amount:			\$1,090.85
Total One-Time Amount:			\$5,712.00
Total Tax on One-Time Items:			\$456.96
<b>Total Amount Including 12 Month(s) Rent, Taxes, Delivery, Installation &amp; Removal:</b>			<b>\$19,259.18</b>

Modular Space Corporation (dba "ModSpace"), 1200 Swedesford Road, Berwyn, PA 19312, CA Contractor License #763309.

\* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. \*

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable:

☐ No

Grading or Access Requirements Applicable:

☐ No

Union Labor:

☐ No

- End Exhibit F -

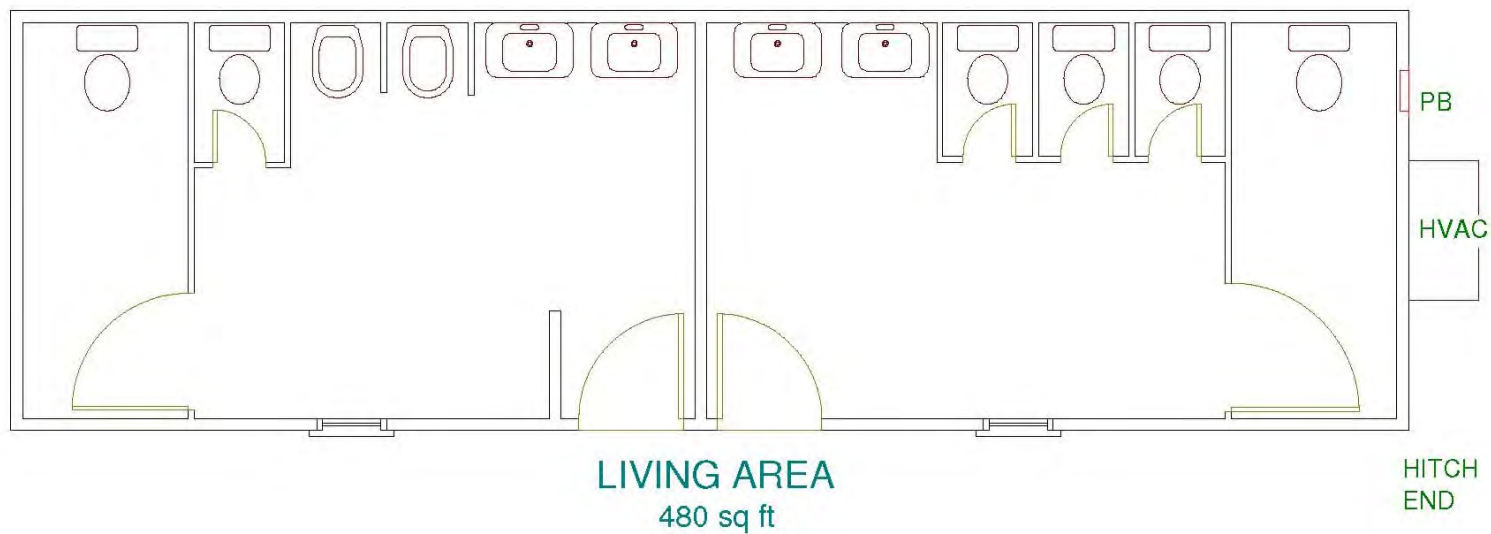


EXHIBIT E – RENTAL TRAILER RESTROOM FLOORPLAN

12X40 RESTROOM

UNIT # 670974

SERIAL#11488



- End Exhibit E -

CONTRACT NUMBER

**SA-041-15YR**

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**.

**DAMIAN TSUTSUMIDA PHOTOGRAPHS**

2. The agreement term is from **04/15/15** through **04/14/16**

3. The maximum amount payable is \$ **4,752.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,752.00**

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 Year Round Events and 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)

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*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

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

**STATE OF CALIFORNIA**

**CONTRACTOR**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or**  
**Sharon M. Augenstein, Chief Financial Officer**

ADDRESS

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

CONTRACTOR'S NAME

**DAMIAN TSUTSUMIDA PHOTOGRAPHS**

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Damian J. Tsutsumida**

ADDRESS

**14492 Raintree Road, Tustin, CA 92780**  
**(714) 225-5370 damian@tsutsumidaphoto.com**

FUND TITLE

ITEM

**Operating**

**5430-18**

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 still photography services for events and exhibits from July 17 – August 16 for the duration of the 23-day 2015 OC Fair, and other events that take place year-round on the property as assigned by the District's Communications Department.
- B. To bear responsibility for specific distribution of photography assignments to Contractor's employees/volunteers.
- C. To be available to work early mornings and evenings as well as weekends and weekdays, as directed by the Communications Department.
- D. To be available on an on-call basis and arrive at the OC Fair & Event Center within one (1) hour of request.
- E. To provide best-of collection of digital, high-resolution images of each event and exhibit assigned by the Communications Department.
- F. To provide useable, quality images to the Communications Department on CD/DVD or other digital medium within one (1) week of assignment.
- G. To provide services at a rate of seventy-two dollars (\$72.00) per hour for up to forty-two (42) hours during the OC Fair and twelve to twenty-four (12-24) hours of work at year-round events.
- 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 necessary admission credentials and parking passes to Contractor when on assignment.
- B. Contractor's hours will be billed weekly beginning the second (2<sup>nd</sup>) week of the 2015 OC Fair.
- C. To pay Contractor a total sum not to exceed FOUR THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$4,752.00). Payment will be Net 10 based upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5430-18

**PAYMENT PROVISIONS:**

Payment will be Net 10 and sent via the US Mail based upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall include the event name for which services were rendered as well as employee names (if any), shift start and end time, and hours worked.

All invoicing must include the District's Purchase Order (PO) number 45289. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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



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-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-042-15GE**

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 **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****BILL MAGEE**2. The agreement term is from **07/17/15** through **07/19/15**3. The maximum amount payable is \$ **2,400.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,400.00** (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 ATTACHEDExhibit 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) **CCC-307 attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

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

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Bill Magee**

ADDRESS

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

ADDRESS / PHONE / EMAIL

**11976 Stoney Peak Drive, #912, San Diego, CA 92128  
(858) 451-3094**

FUND TITLE

ITEM

**Operating****5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, “Bill Magee Band,” in Baja Blues on July 17 - July 19 for the 2015 OC Fair.
- B. The performances shall begin at 8:30 p.m. on 7/17 and 7/18, and 8:00 p.m. on 7/19. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. 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.
- 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.

**STATE AGREES:**

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide promotion and advertising as part of the 2015 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) 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.)

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- 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-



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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-043-15GE**

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 **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****WRECK N SOW**2. The agreement term is from **08/05/15** through **08/09/15**3. The maximum amount payable is \$ **2,500.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,500.00** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER \_\_\_\_\_

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

☒ ADDITIONAL PAGES ATTACHEDExhibit 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) **CCC-307 attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****Wreck N Sow**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Randall Cochran**

ADDRESS

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

ADDRESS / PHONE / EMAIL

**6761 Melbourne Dr. Huntington Beach, CA 92647  
714-791-1418 rcochran@socal.rr.com**

FUND TITLE

ITEM

**Operating****5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, “Wreck N Sow” in Baja Blues from August 5 - August 9 for the 2015 OC Fair.
- B. The performances on August 5, August 6 and August 9 shall begin at 8:00 p.m., and on August 7 and August 8 at 8:30 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. 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.
- 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.

**STATE AGREES:**

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide promotion and advertising as part of the 2015 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) 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))

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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.)

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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.)**

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

-End Exhibit D-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-044-15GE**

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
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**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 **District**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**LE CLAIR AND BRADLEY ENTERPRISES**2. The agreement term is from **08/15/15** through **08/16/15**3. The maximum amount payable is \$ **600.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **600.00** (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 ATTACHEDExhibit 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

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

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

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

**LE CLAIR AND BRADLEY ENTERPRISES**

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Raymond Bradley, Co-Owner**

ADDRESS / PHONE / EMAIL

**7071 Warner Ave., Suite F-307, Huntington Beach, CA 92647 (714) 287-4423**

FUND TITLE

**Operating**

ITEM

**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, "The Mai Tais," in Baja Blues from August 15 - August 16 for the 2015 OC Fair.
- B. Performances shall begin at 1:00 p.m. and consist of three (3) sets of approximately 45 minutes on stage and 15 minutes off stage.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. 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.
- 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.

**STATE AGREES:**

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide promotion and advertising as part of the 2015 OC Fair collateral material.
- D. To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS (\$600.00) 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-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-045-15GE**

REGISTRATION NUMBER

**1406263**

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 **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****STEVE STURGIS**2. The agreement term is from **07/29/15** through **08/02/15**3. The maximum amount payable is \$ **5,050.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **5,050.00** (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 ATTACHEDExhibit A – Scope of Work – **Entertainment at 2015 OC Fair**

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

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

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

AGENCY NAME

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

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

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Steve Sturgis**

ADDRESS

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

ADDRESS / PHONE / EMAIL

**1434 Grove Avenue, Upland, CA 91786  
(909)938-0005, [stevesturgis@gmail.com](mailto:stevesturgis@gmail.com)**

FUND TITLE

ITEM

**Operating****5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, “The Dogs” in Baja Blues from July 29 - August 2 for the 2015 OC Fair.
- B. The performances on July 29 and July 30 shall begin at 8:00 p.m., on July 31 at 8:30 p.m., on August 1 at 1:00 p.m. and 8:30 p.m., and on August 2 at 1:00 p.m. and 8:00 p.m. (a total of seven performances). Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. 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.
- 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.

**STATE AGREES:**

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To provide Baja Blues lunch vouchers for four on 8/1 and 8/2.
- D. To provide promotion and advertising as part of the 2015 OC Fair collateral material.
- E. To pay Contractor a total sum not to exceed FIVE THOUSAND FIFTY DOLLARS (\$5,050.00) 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-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

**SA-046-15GE**

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 **State**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**FIREPAN MEDIA, LLC F/S/O SMITH**2. The agreement term is from **08/08/15** through **08/09/15**3. The maximum amount payable is \$ **1,250.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,250.00** (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 ATTACHEDExhibit 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) **CCC-307 attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

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

**FIREPAN MEDIA, LLC F/S/O SMITH**

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Mike Wallace or Brandi Smith**

ADDRESS / PHONE / EMAIL

**22851 Hickory Hills Ave.****Lake Forest, CA 92630****310-365-4344 brandismith@me.com**

FUND TITLE

ITEM

**Operating****5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, "Smith," in Baja Blues from August 8 - August 9 for the 2015 OC Fair.
- B. The performances shall take place Saturday and Sunday from 1:00 p.m. to 4:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- E. 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. 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.
- B. To provide the Baja Blues stage, lights and sound.
- C. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00) 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-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-047-15GE**

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 **State**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**LEESHA ARASON F/S/O RAGDOLL**2. The agreement term is from **07/18/15** through **07/19/15**3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,000.00** (Attach list if applicable.)

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

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 ATTACHEDExhibit 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) **CCC-307 attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

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

**LEESHA ARASON F/S/O RAGDOLL**

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

**Leesha Arason**

ADDRESS / PHONE / EMAIL

**12772 Charmaine Lane, Santa Ana, CA 92705  
(714) 771-8432**

FUND TITLE

**Operating**

ITEM

**5780-70**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER



DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment group, "Ragdoll," in Baja Blues on July 18 - July 19 for the 2015 OC Fair.
- B. The performances shall take place from 1:00 p.m. to 4:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.
- E. 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. 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.
- B. To provide the Baja Blues stage, lights and sound.
- C. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) 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:**

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Time is of the essence in this Agreement.

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**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

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

-End Exhibit D-

CONTRACT NUMBER <b>SA-048-15FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER <b>1407727</b>		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

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

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

**RLM PROVISIONS LLC**

2. The agreement term is from **07/17/15** through **08/17/15**

3. The maximum amount payable is \$ **5,692.50** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **5,692.50**

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 – **Canning, Preserving and Beer Making Demonstrations 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)  
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*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>RLM PROVISIONS LLC</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>Ernest Miller, Owner</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>240 N. Poplar Avenue, Montebello, CA 90640 (562) 365-4979 <a href="mailto:ernest.miller@gmail.com">ernest.miller@gmail.com</a></b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<b>Operating</b>	<b>5780-80</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER		DATE SIGNED	
					





**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide canning, preserving and beer making demonstrations in Exhibit Promenade during open hours of the 2015 OC Fair from July 17 - August 16 (excluding Mondays and Tuesdays).
- B. To provide four (4) twenty to thirty (20-30)-minute demonstrations each day for OC Fair patrons. Demonstrations shall take place Wednesday – Sunday between 12:30 p.m. - 8:30 p.m.
- C. To provide tools and supplies necessary for demonstrations and display.
- D. To secure Temporary Food Facility (TFF) permit from the Orange County Health Department and post it in a visible location in allocated space in Exhibit Promenade.
- E. To provide staff to conduct demonstrations and answer questions from patrons during demonstration hours.
- F. 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.
- G. To remove the display on August 17 between the hours of 10:00 a.m. and 4:00 p.m.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To provide one (1) space no less than 8' x 8' for demonstration, exhibit and retail purposes in the Exhibit Promenade. Final space size to be determined by the District.
- B. To provide storage, refrigerator, sink, work tables and display props, as necessary.
- C. To allow Contractor to sell preserved food products. All items must be pre-approved by the District.
- D. To provide signage with Contractor's name and contact information.
- E. To provide admission credentials and parking passes, as necessary.
- F. To pay Contractor a total sum not to exceed FIVE THOUSAND SIX HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS (\$5,692.50) upon satisfactory completion of services herein required. Payment will be split between two (2) invoices according to the schedule provided in Exhibit B.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5780-80

**PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of services herein required according to the following schedule:

1. Invoice #1:  
Contractor will provide invoice for first thirteen (13) days worked for a total of TWO THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$2,970.00), to be submitted on Sunday, August 2, 2015. Payment will be Net 10 upon submission of invoice.
2. Invoice #2:  
Contractor will provide invoice for last ten (10) days worked for a total of TWO THOUSAND SEVEN HUNDRED TWENTY TWO DOLLARS AND FIFTY CENTS (\$2,722.50), to be submitted on Sunday, August 16, 2015. Payment will be Net 10 upon submission of invoice.

Invoices are to be itemized and contain the District's Purchase Order (PO) number 45313. 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.

**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.
- 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-

### 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.

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 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-

## **I. Evidence of Coverage**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



4. **Cancellation Notice:**

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

5. **Certificate Holder:**

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

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

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

6. **Insurance Company:**

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

7. **Insured:**

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

OR

B. **CFSA Special Events Program:**

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

OR

C. **Master Certificates:**

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

OR

D. **Self-Insurance:**

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

**II. General Provisions**

A. **Maintenance of Coverage:**

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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

AGREEMENT NUMBER

**SA-049-15FT**

REGISTRATION NUMBER

**1407734**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**CHEF RAY PRESENTS**

2. The term of this **07/17/15** through **08/16/15** **FED ID:**  
Agreement is:

3. The maximum amount **\$12,750.00**  
of this Agreement is:

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

Exhibit A – Scope of Work – **To demonstrate and create fruit and vegetable sculptures at the 2015 OC Fair.** Pages 1 – 2  
**See Page 2 for additional details.**

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 – 7

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11  
☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

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

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

**CONTRACTOR**

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

**CHEF RAY PRESENTS**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ray L. Duey, Owner**

ADDRESS

**2028 Kenway Court, Lodi, CA 95242  
(209) 334-6848 raylduey@yahoo.com**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To demonstrate the art of fruit and vegetable sculpting and create said sculptures in the Exhibit Promenade during open hours of the 2015 OC Fair, from July 17 - August 16 (excluding Mondays and Tuesdays).
- B. To provide demonstrations daily between 1:00 p.m. - 9:00 p.m.
- C. To provide tools and supplies for demonstrations and display.
- D. To provide raw materials for fruit sculptures.
- 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. 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 one (1) space no less than 8' x 8' for demonstration and exhibit purposes in the Exhibit Promenade at no cost to Contractor. Final space size to be determined by the District.
- B. To provide thirty-two (32) hotel nights, checking in July 16, 2015 and checking out August 17, 2015.
- C. To provide two (2) preparation tables, one (1) 2-door refrigerator and locked storage space.
- D. To provide admission credentials and parking passes, as necessary.
- E. To pay Contractor a total sum not to exceed TWELVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$12,750.00) upon satisfactory completion of services herein required. Payment will be split between two (2) invoices according to the schedule provided in Exhibit B.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5780-80

**PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of services herein required according to the following schedule:

1. Invoice #1:  
Contractor will provide invoice for first thirteen (13) days worked for a total of SIX THOUSAND SIX HUNDRED FIFTY TWO DOLLARS AND SEVENTEEN CENTS (\$6,652.17), to be submitted on Sunday, August 2, 2015. Payment will be Net 10 upon submission of invoice.
2. Invoice #2:  
Contractor will provide invoice for last ten (10) days worked for a total of SIX THOUSAND NINETY SEVEN DOLLARS AND EIGHTY THREE CENTS (\$6,097.83), to be submitted on Sunday, August 10, 2014. Payment will be Net 10 upon submission of invoice.

Invoices are to be itemized and contain the District's Purchase Order (PO) number 45314. 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.

**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.)

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

- 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-050-15FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

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

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

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

**BLACKMARKET BAKERY INC.**

2. The agreement term is from **07/13/15** through **08/17/15**

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 – **Chef Demonstration for 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)  
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 Item 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>BLACKMARKET BAKERY INC.</b>					
BY (Authorized Signature)		DATE SIGNED		BY (Authorized Signature)			
							
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>Rachel Klemek</b>					
ADDRESS		ADDRESS					
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>2937 Bristol Street #D100-A, Costa Mesa, CA 92626 714-662-3095 rklemek@sbcglobal.net</b>					
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE		
<b>Operating</b>	<b>5430-18</b>						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED		
							

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To demonstrate baking techniques from July 17 - August 16 (excluding Mondays and Tuesdays) at the 2015 OC Fair.
- B. Demonstrations on Wednesday through Friday shall be three (3) times per day for 30-40 minutes. Exact times shall be determined by the District. Demonstrations on Saturday and Sunday shall be four (4) times per day for 30-40 minutes with approximately two (2) hours between demonstrations. Exact times shall be determined and scheduled in approximately 2 hours apart by the District.
- C. To furnish all labor, equipment and materials necessary to perform the services described herein.
- D. To set-up the display July 13 - July 16 between the hours of 9:00 a.m. and 6:00 p.m.
- E. To provide staff to conduct baking demonstrations and answer questions from patrons during OC Fair hours.
- F. To provide tools, supplies and equipment for demonstrations and baking displays.
- G. To provide District approved promotional materials if desired for patrons.
- H. To provide retail baking items for sale made by Blackmarket Bakery in a commercial approved facility.
- I. To remove the display on August 17 between the hours of 10:00 a.m. and 4:00 p.m.
- J. To secure their own Temporary Food Facility (TFF) permit from the Orange County Health Department and post it in a visible location in allocated space in Exhibit Promenade.
- 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.

**STATE AGREES:**

- A. To provide 25' by 15' space for bakery demonstration and retail display.
- B. To provide storage, refrigerator, sink, work tables, mixer, shelves and display props.
- C. To provide sign with the name and contact information of Contractor.
- D. To provide informational signs on displayed bakers equipment.
- E. To provide badges, passes, and parking for Contractor.
- F. To allow retail of bakery products made by Contractor and waive any merchandise split.

-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.

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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



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

-End Exhibit C-



### 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.

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 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-

## **I. Evidence of Coverage**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



4. **Cancellation Notice:**

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

5. **Certificate Holder:**

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

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

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

6. **Insurance Company:**

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

7. **Insured:**

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

OR

B. **CFSA Special Events Program:**

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

OR

C. **Master Certificates:**

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

OR

D. **Self-Insurance:**

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

**II. General Provisions**

A. **Maintenance of Coverage:**

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



**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

**SA-051-15FT**

REGISTRATION NUMBER

**1408166**

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**MCGRATH RENTCORP****dba MOBILE MODULAR MANAGEMENT CORPORATION**2. The agreement term is from **04/06/15** through **08/31/15**3. The maximum amount payable is \$ **9,767.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **9,767.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Mobile Office Trailer Unit Rental**

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

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

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

**MCGRATH RENTCORP****dba MOBILE MODULAR MANAGEMENT CORPORATION**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Dennis D'Assis, Portable Storage Area Manager**

ADDRESS

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

ADDRESS

**11450 Mission Blvd., Mira Loma, CA 91752  
(951) 360-6600**

FUND TITLE

ITEM

**Operating****Distribution**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide two (2) 12' x 60' rental mobile office units ("Units") to the 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center ("District"), from April 8, 2015 – August 27 for the 2015 OC Fair.
2. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated at a "half-month" rate for any rental that is fifteen (15) days or less into monthly billing cycle. The monthly billing cycle begins the first day the rental unit is delivered and recurs every thirty (30) days thereafter. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
3. The rental rate and "one-time fees" submitted in Contractor's quote dated March 27, 2015 and listed in the table below are inclusive of all equipment, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, installation, rental period, removal and pick-up of two (2) Units.

<b>Monthly Fees</b>					
<b>Quantity</b>	<b>Unit</b>	<b>Service Description</b>	<b>Each</b>	<b>Tax</b>	<b>Total (Incl. of tax)</b>
5	Month	Monthly Rent	\$350.00	\$28.00	\$1,890.00
5	Month	Monthly Personal Property Expense (PPE)	\$9.30	\$0.74	\$50.22
<i>Total Monthly Fees (Each Trailer):</i>					<i>\$1,940.22</i>
<b>Delivery &amp; Installation (One-Time Items)</b>					
1	Each	Modifications	\$287.60	\$23.01	\$310.61
1	Each	Block & Level	\$110.00	No Tax	\$110.00
1	Each	Delivery Haulage 12 Wide	\$353.00	No Tax	\$353.00
1	Each	Delivery Haulage Permit	\$65.00	No Tax	\$65.00
14	Each	Install Foundation Tiedown (Blvl)	\$72.50	\$5.80	\$1,096.20
1	Each	Removal of Towbar/Hitch	\$65.00	No Tax	\$65.00
<i>Total One-Time Delivery/Installation Fees (Each Trailer):</i>					<i>\$1,999.81</i>
<b>Removal &amp; Return Delivery (One-Time Items)</b>					
1	Each	Installation of Towbar/Hitch	\$65.00	No Tax	\$65.00
1	Each	Prepare Equipment for Removal	\$110.00	No Tax	\$110.00
14	Each	Removal of Tiedown	\$25.00	No Tax	\$350.00
1	Each	Return Haulage 12 Wide	\$353.00	No Tax	\$353.00
1	Each	Return Haulage Permit	\$65.00	No Tax	\$65.00
<i>Total One-Time Removal/Return Delivery Fees (Each Trailer):</i>					<i>\$943.00</i>
<i>Total of All Fees <u>Each</u> Trailer (Inclusive of Tax):</i>					<i>\$4,883.03</i>
<b><i>Grand Total of All Fees Two Trailers (Inclusive of Tax):</i></b>					<b><i>\$9,766.06</i></b>

4. Invoices shall be submitted at the beginning of each monthly billing cycle and the District shall submit payment within sixty (60) days of completion of services herein required and upon receipt of proper invoice.
5. The Units shall be referred to and billed separately using the following Unit names:
  - a. Admissions
  - b. Sales Command Center
6. All deliveries and pick-ups shall take place between the hours 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.



7. Contractor is responsible to ensure all necessary anchors and tie downs are installed in accordance with State approved foundation plans.
8. Contractor shall provide Units that are in good condition and Units shall be delivered clean and ready to use.
9. Contractor has certified Units are approved by and compliant with the requirements set forth by the California Department of Housing and Community Development (DOHCD).
10. To provide the Units as specified in this Agreement and according to the specifications provided in Contractor's quote dated March 27, 2015.
11. Floorplan and Layout Specifications are as follows:
  - a. Basic Dimension: 12' x 60'
  - b. Quantity Needed: Two (2) Units
  - c. Locations: Two (2) Units are to be located outside the Administration building
  - d. The Admissions Unit will be placed on a sloped surface that consists of grass, dirt and gravel
  - e. The Sales Command Center Unit will be placed on asphalt.
  - f. Each Unit shall have two doors. Both doors shall be on the same side.
  - g. All doors must have door locks on the door handles in addition to dead bolts.
  - h. Each Unit shall have HVAC.
  - i. Each Unit shall have three (3) rooms: 1 small room on each end and 1 large middle room .
  - j. Each Unit shall have mini blinds.
  - k. Each Unit shall have VCT flooring.
  - l. Each Unit shall have security screens for all windows.
  - m. Each Unit shall have the hitch removed.
  - n. Each Unit shall be two (2) sets of stairs with rails.
12. Upon removal of Units, Contractor is responsible for the removal of all seismic ties. The District shall be responsible for patching holes resulting from seismic tie removal.
13. Contractor shall bear all responsibility for theft, damage, injury, or death arising during the Contractor's delivery, installation, removal, and/or return delivery of Units unless such theft, damage, injury, or death is the direct result of Districts' negligence or willful misconduct.
14. Contractor shall also bear all responsibility for damage, repairs, injury, or death arising from Contractor's failure to comply with all applicable federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
15. 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 Contractor access for delivery, installation, and removal of the Units.
2. To provide General Liability Coverage and Property Insurance Coverage as specified in Contractor's quote dated March 27, 2015.
3. Except as otherwise stated herein, the District shall assume liability for all risk of loss or damage to the Units while Units are in the District's sole possession and agrees to indemnify and hold Contractor harmless for any such loss. Further, in the event any of the Units are lost, stolen, damaged beyond repair, or wholly destroyed, the rental for said Unit(s) shall cease and terminate as of the date of the event, accident or occurrence causing such loss or destruction and the District shall bear the responsibility for the replacement cost of lost Unit in the amount of twenty four thousand forty six dollars and fifty cents (\$24,046.50) per Unit.
4. To pay Contractor a total amount not to exceed NINE THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS (\$9,767.00) based upon the rates as detailed herein.



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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

Payment will be made Net 60 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted at the beginning of each rental month.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45316. 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, but only to the extent caused by or resulting from the negligence or willful misconduct of Contractor and/or Contractor's employees, contractors, or Agents.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless Contractor and Contractor's 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, but only to the extent caused by or resulting from the negligence or willful misconduct of the District and/or District's employees, contractors, 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-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-052-15SP**

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 Sponsorship

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****LEGOLAND CALIFORNIA**2. The agreement term is from **04/01/15** through **03/15/16**3. The maximum amount payable is **\$1,500.00 CASH SPONSORSHIP** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ (Attach list if applicable.)

4. Payment Terms:

☐ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE☒ OTHER **\$1,500.00 CASH**

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 – Sponsorship Agreement Provisions  
 Exhibit B – Sponsorship Agreement Terms and Conditions  
 Exhibit C – 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

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

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

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Lynn Crockett, Education Programs Manager**

ADDRESS

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

ADDRESS

**One LEGOLAND Drive, Carlsbad, CA 92008  
(760) 918-5447**

FUND TITLE

ITEM

**Sales****4375-87**

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 – SPONSORSHIP AGREEMENT PROVISIONS**

**SPONSOR AGREES:**

- A. To be a Sponsor at 2015 OC Fair Imaginology from April 24, 2015 – April 26, 2015 and to provide promotional materials for Centennial Farm education tours through the end of the tour season.
- B. To provide payment in the sum of FIFTEEN HUNDRED DOLLARS (\$1,500.00) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than April 23, 2015.
  - 1. Payments shall be remitted to the following address:  
**OC Fair & Event Center  
Attn: Accounts Receivable  
88 Fair Drive  
Costa Mesa, CA 92626**
- C. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
- D. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
- E. To provide three thousand (3,000) promotional Educational Brochures with offer for teachers for inclusion in the OC Fair Gift Bags at the 2015 OC Fair Imaginology.
- F. To provide six thousand (6,000) promotional Educational Brochures with offer for teachers to Centennial Farm for distribution at the conclusion of guided tours.
- G. To provide one thousand one hundred (1,100) promotional Educational Brochures with offer for teachers to Centennial Farm for distribution at the conclusion of guided tours. To provide additional Educational Brochures to Centennial Farm upon request.
- 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.

**DISTRICT AGREES:**

- A. To provide LEGOLAND with Sponsorship of 2015 OC Fair Imaginology and opportunity to distribute promotional Educational Brochures with offer for teachers at Centennial Farm.
- B. To provide sponsorship logo inclusion in applicable print media and collateral.
- C. To provide one (1) 10'x10' display space on Friday, April 24 at a location to be mutually agreed upon. The following will be provided by the District:
  - 1. One (1) 10'x10' canopy.
  - 2. One (1) full back wall
  - 3. Two (2) three foot side walls
  - 4. Two (2) chairs
- D. To include three thousand (3,000) promotional Educational Brochures with offer for teachers in the OC Fair Gift Bags during the 2015 OC Fair Imaginology.
- E. To distribute promotional Educational Brochures with offer for teachers at the conclusion of guided tours at Centennial Farm to group leaders through the end of the tour season
- F. To distribute promotional Educational Brochures with offer for teachers at the conclusion of guided tours at Centennial Farm to group attendees/grade school children, up to six thousand (6,000).

- End Exhibit A -



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair Imaginology" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture or Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. 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, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Management Group) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney 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.)



## **EXHIBIT C – 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 C – 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 C – 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 C-

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

STD. 210 (Revised 6/2003)

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

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-053-15YR**

REGISTRATION NUMBER

**1408479**

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****SECTRAN SECURITY INC.**2. The agreement term is from **04/01/15** through **03/31/16**3. The maximum amount payable is **\$ 7,500.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other **\$ 7,500.00** (Attach list if applicable.)

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

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Armored Courier 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

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****SECTRAN SECURITY INC.**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

PRINTED NAME AND TITLE OF PERSON SIGNING

**Rony Ghaby, Director of Operations**

ADDRESS

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

ADDRESS

**7633 Industry Ave., Pico Rivera, CA 90660  
(562) 577-1386**

FUND TITLE

**Accounting  
Cash Ops**

ITEM

**5925-10  
5925-49**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED





**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide armored courier services for the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center ("District").
2. Armored services required outside the period of the annual OC Fair ("Regular") are typically required one weekday each week. Armored services during the annual OC Fair are required daily, Thursday through Monday. The annual OC Fair typically operates from mid-July through mid-August. The 2015 OC Fair will take place July 17, 2015 – August 16, 2015.
3. Rates are set as follows:
  - a. Regular (Non-Fair) weekday pick-up and delivery: \$20.00 per visit.
  - b. OC Fair pick-up and delivery with one (1) hour delivery window during normal business hours: \$125.00 per visit.
  - c. OC Fair pick-up and delivery with one (1) hour delivery window outside normal business hours: \$575.00 per visit.
  - d. Rates are inclusive of all costs required in the fulfillment of the services described herein, including but not limited to necessary travel, fuel, transportation, and labor.
4. Pick-up and delivery shall take place as requested by the District.
5. The District reserves the right to add, cancel or adjust pick-up and delivery dates and times as needed. The District shall only be charged for dates Contractor's services are rendered.
6. To provide additional pick-ups and deliveries at the agreed upon contracted rates, as required by the District.
7. To pick-up and deliver all change orders to the District at 88 Fair Drive, Costa Mesa, CA 92626
8. To deliver deposits to Wells Fargo L.A. Cash Vault, Hope Street, Los Angeles, CA. District reserves the right to update deposit delivery location as needed. Any change in deposit delivery location shall only be communicated by District's Chief Financial Officer.
9. To follow Contractor's established security and control protocol regarding collections of funds at District property through drop off at District's designated vault. Contractor shall provide designated District Management with the protocol and provide immediate notification if any change in protocol occurs. Such protocol shall include the delivery of the names and pictures of authorized Contractor personnel who will perform services for the District to be used for verification each time services are rendered.
10. Contractor's personnel performing pick-ups and deliveries must arrive in uniform and carry proper credentials to confirm such employee is authorized to receive District's deposits. Any employee who arrives without the proper credentials shall be turned away and no pick-up/delivery fee shall be charged.
11. All Contractor's personnel performing pick-up and drop-off services for the District shall, at minimum, meet the following requirements:
  - a. Have undergone a thorough criminal and background check.
  - b. Be licensed to carry a weapon.
12. To assign a specific point person to service the District's account. Contractor shall provide the District with contact information for this authorized representative along with a minimum of four additional contacts to ensure 24-hour accessibility when needed.
13. Materials transported by Contractor shall not be altered, disturbed, or harmed.
14. An appropriate armored transport vehicle must be used at all times.
15. Contractor shall assume liability for any loss of the securely sealed container(s) from the time Contractor signs for and receives physical custody of the sealed container(s). Responsibility terminates when District or District's designated consignee takes physical possession of the sealed container(s) and signs Contractor's receipt. In the event of loss while sealed container(s) is in Contractor's custody, Contractor shall immediately inform District Chief Financial Officer and shall remit payment for declared value of lost shipment to District no later than four (4) business days from date of loss.
16. If it is impossible for Contractor to complete the delivery, Contractor shall be responsible for any loss, until the sealed container(s) is returned to District or District's designated agent and a signed receipt is obtained by Contractor.
17. Contractor must be in compliance with all applicable laws, rules and regulations of the State of California and licensed to operate armored courier services in the state of California.



18. 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. While the sealed container is stored on District premises, Contractor does not assume liability for any loss.
2. If District conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, Contractor will have no liability for any loss in any way related to such fact or circumstance.
3. To give Contractor written notice within sixty (60) of any Claim arising in conjunction with this Agreement and shall provide reasonable cooperation in defense of the Claim.
4. Contractor reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under law or as may be required by any regulatory body that may exert a right of control over Contractor.
5. To pay Contractor a total sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) based upon the rates outlined herein and submitted in Contractor's proposal dated March 23, 2015. Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice.

- End Exhibit A -



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

**BUDGET DETAIL:**

District Account #: 5925-10 \$1,000.00

District Account #: 5925-49 \$6,500.00

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted at the conclusion of each month in which services were rendered.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45344. 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 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:**

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

**SA-054-15FT**

REGISTRATION NUMBER

**1408809**

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

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

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

**FOR STATE USE ONLY**

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District.****32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor.****CART MART, INC**2. The agreement term is from **04/13/15** through **08/31/15**3. The maximum amount payable is \$ **5,839.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **5,839.00** (Attach list if applicable.)4. Payment Terms (**Note:** All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☒ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER \_\_\_\_\_

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

☒ ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Electric Cart Rental**

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

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

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

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

**CART MART, INC**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Brian Rott, President**

ADDRESS

**237 South Bent Avenue, San Marcos, CA 92078  
(760) 744-4420**

FUND TITLE

**Operating**

ITEM

**Distribution**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide two (2) four (4) Passenger Electric Flatbed Carts (“Units”) to the 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center (“District”), from April 13, 2015 – August 21 for the 2015 Imaginology and the 2015 OC Fair.
2. To provide the Units as specified in this Agreement and according to the specifications provided in Contractor’s quote dated March 10, 2015.
3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated for any rental period that is less than one full month (30 days) rental. Daily proration is determined by dividing monthly rate by thirty (30) days. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. The rental rate and “one-time fees” submitted in Contractor’s quote dated March 10, 2015 and listed in the table below are inclusive of all equipment, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, installation, rental period, removal and pick-up of two (2) Units.

Monthly Fees				
Quantity	Unit	Service Description	Each	Total
4	Month	Monthly Rent	\$833.00	\$3,332.00
<i>Total Monthly Fees (Each Cart):</i>				\$3,332.00
Additional One-Time Items				
2	Each	Discount 20%	-\$666.40	-\$1,332.80
1	Each	Delivery and Pick Up	\$75.00	\$75.00
<i>Subtotal</i>				\$2,703.10
<i>Tax (8%)</i>				\$216.25
<i>Total of All Fees Each Cart (Inclusive of Tax):</i>				\$2,919.35
<b><i>Grand Total of All Fees Two Carts (Inclusive of Tax):</i></b>				<b>\$5,838.70</b>

5. Invoices shall be submitted at the end of each monthly billing cycle and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper invoice.
6. All deliveries and pick-ups shall take place between the hours of 7:00 a.m. to 3:00 p.m. Monday through Thursday and 6:00 a.m. to 2:00 p.m. on Fridays unless otherwise directed by the District. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.
7. Contractor will be charged a twenty dollar (\$20.00) fee per day for each piece of equipment not removed from the premises on the specified pick-up date, unless mutually agreed upon in writing by both Contractor and District.
8. Contractor is to service Units prior to delivery to the District, including, but not limited to, checking and filling oil, water, fuel and battery levels, as applicable, according to manufacturer-recommended capacity and performing similar actions to ensure all Units arrive clean and in proper working condition.
9. Units shall be in good condition, free of sharp edges, tears and/or excessive dings or scratches.
10. Contractor is responsible for conducting all preventative maintenance during the rental period
  - a. All preventative maintenance shall be scheduled between the hours of 7:00 a.m. to 3:00 p.m. Monday through Thursday and 6:00 a.m. to 2:00 p.m. on Fridays except during the 2015 OC Fair.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- b. All preventative maintenance during the 2015 OC Fair, which takes place July 17 through Aug 16, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
11. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the services/items, including, but not limited to, replacing batteries, spark plugs, fluids, and oil changes.
12. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
13. Repairs may take place any time during the following hours:
  - a. April 13 – July 16: Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
  - b. July 17 – August 16: Monday and Tuesday only between the hours of 7:00 a.m. and 3:00 p.m.; Wednesday through Sunday between 7:00 a.m. and 5:00 p.m.
  - c. August 17 – August 31: Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
14. If Units cannot be repaired within the requested time frame, a replacement Unit must be provided at no additional rental, freight or other cost to the District.
15. Service person/delivery driver shall check in with District Maintenance Department prior to beginning any services, repairs, or deliveries/pick-ups.
16. All Units shall be inspected by a District representative upon delivery and pick-up.
  - a. Contractor's driver shall wait while the Units are inspected and shall sign off on the inspection report
17. The District shall not be responsible for paying for damage(s) to Units except if caused directly by the District.
  - a. "Service fees" shall not be charged to the District for repair service calls for damage cause by either the District and/or Contractor.
18. Cart Specifications are as follows:
  - a. Units shall be electric
  - b. Quantity Needed: Two (2) Units
  - c. Units shall provide seating for up to four (4) passengers
  - d. Rear seat on Units must be able to fold down
  - e. Units shall include working headlights, taillights and horns
  - f. No flatbed Units shall have windshields unless specifically requested
19. Contractor shall bear all responsibility for theft, damage, injury, or death arising during the Contractor's delivery and pick-up.
20. 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 Contractor access for delivery and pick-up of the Units.
2. To cover the cost of parts and labor for Unit repairs resulting from damage caused directly by the District.
3. Will not be responsible for paying for damage(s) to Units, except if caused directly by the District.
4. Will not pay "Service Fees" for any repair service calls



**EXHIBIT A – SCOPE OF WORK (CONT.)**

5. If equipment to be picked-up is not fully charged and unable to be loaded, Contractor must notify the District's Facilities Office immediately. The District will pay one (1) additional day's rental on equipment, but will not be responsible for paying for battery replacement.
6. To change flat tires if Contractor does not have a representative onsite at the time of required service.
7. To notify Contractor of service calls for repairs as soon as practicable. The Units requiring repair shall be kept in the District's Maintenance Yard for Contractor accessibility.
8. To provide insurance to cover loss or damage occasioned by fire, theft, flood, explosion, accident or any other cause that may occur to the rental Units while in the sole possession of the District during the term of this Agreement. The District shall provide evidence of coverage issued by the California Fairs Service Authority for General Liability and Workers Compensation, and evidence of coverage issued by the State of California Department of General Services for Motor Vehicle Liability.
9. To pay Contractor a total amount not to exceed FIVE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS (\$5,839.00) based upon the rates as detailed herein.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice. Invoices shall be submitted at the end of each rental month.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45254. 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:**

6. 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.)

**7. DISPUTES:**

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

**8. 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.

**9. 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.

**10. 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).

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

**11. 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.

**12. 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.

**13. TIMELINESS:**

Time is of the essence in this Agreement.

**14. 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.

**15. GOVERNING LAW:**

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

**16. 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.
- 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.



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

- 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.)

**21. 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.

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

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



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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

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

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

**2. Dates:**

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

**3. Coverages:**

**a. General Liability**

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

**b. Automobile Liability**

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

**c. Workers' Compensation**

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

**d. Medical Malpractice**

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

**e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

AGREEMENT NUMBER

**SA-055-15HS**

REGISTRATION NUMBER

**1410279**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**3G PRODUCTIONS, INC.**

2. The term of this Agreement is: **05/01/15** through **12/31/16** **FED ID:**  
**with three (3) one-year options to renew at the sole discretion of the District**

3. The maximum amount of this Agreement is: **\$530,450.00**  
**Not to exceed \$1,326,125.00 with inclusion of option years**

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

Exhibit A – Scope of Work – **To provide sound equipment and services at The Hangar Building, Action Sports Arena and Plaza Stage for the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Pages 1 – 18

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 19

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 20 – 23

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 24 – 27

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 28 – 30

Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement) Pages 31 – 32

Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement) Page 33

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

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

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

**CONTRACTOR**

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

**3G PRODUCTIONS, INC.**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Eli Stearns, President**

ADDRESS

**6295 South Pearl Street, Suite 800, Las Vegas, NV 89120  
(562) 692-9201**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General Services  
Use Only**

☐ Exempt per:

## **EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide sound equipment and services for The Hangar Building, Action Sports Arena and Plaza Stage 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. OVERVIEW OF CURRENT SOUND MITIGATION**

A general awareness of all OC Fair sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the OC Fair onto surrounding neighborhoods.

1. Four (4) primary sound systems exist within the confines of the OC Fair, three (3) of which are required as part of this Agreement (a, b and c below), and are discussed in brief so as to understand the impact of OC Fair sound:
  - a. The Hangar Building Sound System (indoor) is a semi-enclosed venue, which also includes two (2) small sound arrays flown outside to cover a portion of the Main Mall, and is a requirement of this Agreement.
  - b. Action Sports Arena Sound System (outdoor) is an open-air venue and is a requirement of this Agreement.
  - c. Plaza Stage Sound System (outdoor) is an open-air venue and is a requirement of this Agreement.
  - d. Pacific Amphitheatre (outdoor) is an open-air venue and is NOT a requirement of this Agreement. However, it is referenced in this Agreement to ensure Contractor is aware of and understands all major sound systems onsite as noise mitigation is of the highest concern to the District in the interest of being a good neighbor to the community as well as to meet legal requirements. The Pacific Amphitheatre consists of a large line array speaker system along with complex stage monitor systems.
2. Although the OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre, property-wide noise mitigation is required. The injunction states that the sound level must not exceed 55 dB at a specific residence near the OC Fair, specifically located at 547 Serra Way. The house is approximately 2,000 feet from the Action Sports Arena. While sound measurements are taken at 547 Serra Way, they are also taken throughout the surrounding neighborhoods to understand noise levels in the community and minimize the impact of OC Fair sound on them. The District requires immediate mitigation of OC Fair noise levels of 55 dB at any residence in the community.
3. All sound systems will continue to have strict sound control measures in place.

### **B. SOUND MITIGATION AND MONITORING REQUIREMENTS**

1. Contractor is an integral part of monitoring Sound Pressure Levels (SPL). Contractor shall have adequate SPL measurement capability at The Hangar Building, Action Sports Arena and Plaza Stage, and ensure Contractor Personnel is completely aware of maximum sound levels and capable of complying with all requirements listed herein. Contractor shall control sound levels at each of the three (3) venues by ensuring proper levels are maintained, whether Contractor's staff or visiting engineers are running the equipment.
2. For all venues, maximum, broadband (20 Hz to 15 KHz) noise level, measured at front of house (FOH), shall not exceed an average of 95 dB flat weighted, under any circumstances.
3. For all applicable venues, behind stage measured noise level shall not exceed peaks of 70 dB, flat weighted, under any circumstances. This includes indirect FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings.
4. The District's objective and ordinance requirements are to keep SPL at or below 55 dB in ALL surrounding neighborhood areas where residences are located.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

5. Any combination of factors resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of sound level until the level in the neighborhood is within compliance. In summary:
  - a. No more than 55 dB in any neighboring residential area.
  - b. No more than 70 dB, flat weighted, behind stages.
  - c. No more than 95 dB, flat weighted, at FOH.
  - d. If any combination of the above results in greater than 55 dB in any area where housing is located, levels shall be immediately decreased until compliance is met.
6. Contractor shall take measurements during each event to ensure that the level is at or below 95 dB at FOH, 70 dB at the rear of the stage.
7. In all cases, Contractor shall:
  - a. Not interfere with surrounding vendor activities.
  - b. Maintain a level consistent with the program material and audience size to be covered.
  - c. Ensure sound level 10 feet from speakers will not exceed 90 dB if speakers are in close proximity to audience members.
8. Contractor shall apply all necessary conditions to each sound system based upon the nature of the amplified program, distance from audience, overall sound system size and distance from surrounding areas.
9. Contractor shall bear complete responsibility for ensuring compliance as indicated herein and as determined necessary by District Management at all times.
10. Contractor shall immediately respond to requests from District personnel to reduce sound levels.

**C. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on Exhibit F – Contracted Financial Proposal Bid Form. Pricing is inclusive of all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality sound systems for The Hangar Building, Action Sports Arena and Plaza Stage. Sound quality and aesthetic value of equipment is vital.
3. Contractor shall provide versatile personnel and sound equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes, and motorcycle racing.
4. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
5. Contractor shall be responsible for maintaining sound and sound-related equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in/at The Hangar Building, Action Sports Arena, and Plaza Stage, as specified by the District, according to the performance schedule.
7. Contractor shall provide sound equipment and personnel for a minimum of twenty-three (23) performance days/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.
8. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

9. 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.
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 D.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 sound equipment and systems. The cost associated for this equipment shall be included within the cost reflected on Exhibit F – Contracted Financial Proposal Bid Form.
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 for purposes of this Agreement 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 sound equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors 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 District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. 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. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on Exhibit F - Contracted Financial Proposal Bid Form.
16. The final layout of sound equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
17. The annual OC Fair setup is subject to change from year to year.
18. The District may require items not called out in this Agreement. The District is to be billed at a rate no greater than the amount charged for similar items listed in 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. Upon contract execution, Contractor shall immediately begin an analysis and development of sound systems for the 2015 OC Fair and shall have a finalized plan no later than the end of 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 H, Contract Terms and Conditions, Item 7.
20. Contractor shall present, for District review and approval, a sound 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 sound 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 H, Contract Terms and Conditions, Item 7.
21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD/MAPP/EASE drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of sound configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.



EXHIBIT A – SCOPE OF WORK (CONT.)

**D. 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 venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Equipment may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. Contractor shall allow the District 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 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. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Contractor shall keep adequate personnel onsite in order to make any required repairs to the sound system.
11. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
12. Contractor shall provide and install all power distribution for the complete sound system, including 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 supply all rigging, including motors and required lifts to support installation/removal of equipment.
15. Contractor understands this Agreement does not contain exhaustive or complete information for the full functionality of the sound system. Specific equipment is called out in this Agreement as required for the overall functionality of the sound system; however Contractor is responsible for ensuring a complete sound design package.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

16. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
17. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
18. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
19. Contractor shall immediately notify District Management of any hazardous conditions.

**E. VENUE DESCRIPTIONS AND REQUIREMENTS**

**1. The Hangar Building**

- a. The Hangar Building seats approximately 1,430 people with additional standing room for 225 individuals.
- b. Contractor shall provide sound equipment and personnel to support various community acts and presentations throughout the day, followed by a mid-level headliner band performance and video presentation at night. In addition, a pyrotechnic display takes place above The Hangar Building/Main Mall area each night of the OC Fair and includes a musical accompaniment over loudspeakers.
- c. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- d. The Hangar Building sound system consists of a line-array based stage system.
- e. The Hangar Building sound system design is intended to focus the sound into the audience area using a high-Q line array approach. This approach shall include a cardioid sub-woofer array, with the requirement to reduce, as much as possible, rear speaker radiation.
- f. System frequency response should cover the range of 50 Hz to 12 kHz, +/- 4 dB in all seating and audience areas in The Hangar Building (Main Mall system excluded).
- g. Subwoofer system shall not drop below 45 Hz, and should be high-passed at a 12 dB per octave slope in order to prevent extreme low frequency energy from being reproduced. The cardioid subwoofer array will exhibit a minimum of 12 dB less energy at the crossover frequency, at the rear, compared to the level at the front of the subwoofer array, both measured at a distance of 25 feet. The goal will be to make the rejection as broad-band as possible in order to further reduce rear subwoofer energy.
- h. For the purposes of this Agreement, Contractor shall allow for speakers to be located approximately L/R of stage when developing sound system design. The system consists of a main L/R house system, cardioid subwoofers (mandatory), front fill systems, outdoor flown small line array delay system (to cover half of the Main Mall outdoor area) and a fully functioning and separate stage monitor system. Contractor shall allow for a trim height of 25 feet for the L/R arrays when developing sound system design. Exact dimensions and requirements are subject to change at no cost to the District.
- i. Powered speaker systems are preferred.
- j. Cardioid subwoofers are required to minimize rear subwoofer energy. The large doors to the front of The Hangar Building will be open. Main system line array speakers will fly, either from stage structure or building roof, which shall be determined as soon as practicable prior to the OC Fair.
- k. Contractor shall, in addition to the primary system describe above, provide a small L/R-4 box, 90 degree horizontal coverage flown array outside to provide proper Main Mall coverage, delayed to main system speakers. This system will fly from The Hangar Building eyebrow.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**2. Action Sports Arena**

- a. The Action Sports Arena is an outdoor venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide sound equipment and personnel to support performances and events such as X-Treme Freestyle Moto-X, Speedway Motorcycle races, Demolition Derby, Summer Fist Mixed Martial Arts, and Rodeo activities.
- d. In the past, this venue was the most frequent offender of noise limits, primarily due to its proximity to local neighbors and lack of good directional control from the sound system. In 2014, the District installed a permanent, multi-zoned, directional, high-performance sound system in order to maximize audience sound levels, while minimizing out-of-venue sound and nuisance noise. The speaker type, focus and placement are designed to minimize sound spill into nearby populated areas. Contractor's front-end system and monitors will tie into the District's system. The District system includes all amplifiers, processing and speakers for the four (4) audience grandstands.
- e. Contractor shall provide a front of house (FOH) system/cable system capable of tying into the District's established audio system, and shall be augmented by arena monitor speakers supplied by Contractor. The system may be modified depending upon the event(s) taking place at the Action Sports Arena.

**3. Plaza Stage**

- a. The Plaza Stage seating area will accommodate seating for approximately 750 people with additional standing room in the open plaza area surrounding the stage.
- b. During the annual OC Fair, this venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide sound equipment and personnel to support performances such as community acts during the day, and a hypnotist and sand artist at night.
- d. The Plaza Stage will be located in the new Pacific Amphitheatre plaza grounds area for the 2015 OC Fair. As this is a new venue for 2015 and is currently under construction, the exact sound plan is currently unknown. The final seating arrangement will be provided to Contractor as soon as practicable prior to the OC Fair. Contractor shall be prepared to provide the equipment to meet the current system plan as detailed in this Agreement and make adjustments in system layout. No additional cost shall be charged to the District for redesign of the venue utilizing the same equipment. A contingency of \$25,000.00 has been included in this Agreement for each year to accommodate the final sound design for the venue, should additional or different equipment be required by the District.
- e. Contractor shall utilize all appropriate sound mitigation measures to ensure this system does not negatively impact OC Fair patron experience in other venues as well as neighboring housing areas. Specifically:
  - i. The Plaza stage is in close proximity to the Pacific Amphitheatre rear seating area and main entrance lobby.
  - ii. The Plaza Stage sound system faces directly into the housing area discussed earlier in this Agreement as having a strict noise ordinance.
  - iii. In the evenings, performances will occur in the Pacific Amphitheatre as well as the Plaza concurrently. In addition to observing the noise ordinance requirements detailed in this Agreement, Contractor shall not allow sound from the Plaza Stage to impact the Pacific Amphitheatre show, particularly the audience sitting at the rear of the Amphitheatre.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- f. For the 2015 OC Fair, Contractor shall anticipate the following noise mitigation measures for this stage:
  - i. District-provided heavy drapery at the rear and diagonal sides of the stage to help enclose the sound system rear as well as aid in energy reduction from the rear of the sound system and the stage;
  - ii. District-provided stage roof;
  - iii. District-provided (partial) audience area roof; and
  - iv. Contractor's design shall include a small, flown front speaker system, front fill speakers and flown delay speakers (from the partial audience roof), in order to adequately cover the audience area, while keeping the bulk of the sound energy confined to the audience footprint and allowing, overall, a lower level of operation, due to the near field listening experience (small L/R arrays, front fill speakers and delay speakers).
- g. For the purposes of this Agreement, Contractor shall allow for speakers to be located approximately L/R of stage when developing sound system design. The system consists of a main L/R house system, cardioid subwoofers (mandatory), front fill system, delay system and a fully functioning stage monitor system. Contractor shall allow for a trim height of 25 feet for the L/R arrays when developing sound system design. Exact dimensions and requirements are subject to change at no cost to the District.
- h. Powered speaker systems are preferred.

**F. PERSONNEL SERVICES AND REQUIREMENTS**

**1. General Requirements**

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all sound systems. These technicians must also be available at all times for technical, operational or supervisory assistance. A flat fee for all personnel required to fulfill these services has been included on Exhibit F – Contracted Financial Proposal Bid Form.
- b. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- c. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair.
- d. 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.
- e. Technicians must be present for the initial sound setup, all twenty-three (23) days of the Fair and the final sound strike. Technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event.
- f. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

**2. Setup and Teardown Requirements**

- a. 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. Contractor must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- b. Contractor shall be required to provide sound 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.
- c. For 2015, it is anticipated Contractor will begin setup on July 10, 2015, and shall have all equipment set up and operational by 5:00 p.m. on July 14, 2015. Exact dates for 2015 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. 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.
- d. Teardown begins the day after the last performance. 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.
- e. 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.
- f. 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 as part of their proposal dated April 6, 2015 and/or in response to this Agreement 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 D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-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.

**3. Show/Rehearsal Crew Requirements**

- a. Contractor shall provide at least one (1) FOH Engineer and one (1) Monitor/System Technician for each of the three (3) sound systems. Contractor shall also provide a minimum of four (4) floating Junior System Engineers who will provide temporary relief to primary operators as well as set/strike equipment for bands and systems at all three (3) venues.
- b. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 9:00 a.m. and ends at midnight.
- c. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- d. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- e. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, and provide security for equipment and tear down equipment.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- f. Contractor's personnel shall adapt and be flexible to reasonable requests regarding sound system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
- g. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's sound system is supplemented for a performance. Technicians will be required to assist 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.
- h. Contractor shall be prepared to operate the sound system in cases where the performer does not bring its own Sound Engineer. Contractor agrees that no additional charges will be assessed against the District for these services.

**G. CONTRACTOR'S PROPOSED 2015 OC FAIR EQUIPMENT LIST**

- 1. Contractor shall deliver the below equipment list as excerpted from Contractor's proposal dated April 6, 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 Proposal per Paragraph B, Item 20.
- 4. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair.
- 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 system and design(s) are complete and fully functional.
- 7. The proposed equipment lists for the 2015 OC Fair is as follows:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

a. The Hangar Building

**PA**

- 16 d&b audiotechnik J8 Loudspeakers
- 4 d&b audiotechnik J12 Loudspeakers
- 4 d&b audiotechnik T10 Loudspeakers (Front Fills)
- 6 d&b audiotechnik J-sub
- 4 d&b Y7P (Hangar Delays, 2 per side)
- 4 1-ton Motor

**FOH**

- 1 XL4 analog Console
- Small Processing rack with:
- 6 DBX 1046 quad compressor/limiter
- 6 DS404 quad gate
- 4 Yamaha Rev100 Effects processor
- 4 BSS FCS-960 Stereo EQ- stage monitor eq
- 1 Lake Processing 4 in 8 out, System EQ and Tuning
- 1 d&b system Control

**Stage**

- 1 Yamaha CL-5
- 2 32 Ch. Rio Racks
- 2 Stage racks
- 2 48 CH splitter
- 16 d&b audiotechnik M4 Wedges
- 6 d&b audiotechnik V8 Loudspeakers (sidefills)
- 4 d&b audiotechnik B2 Sub (Sidefills)
- 1 d&b audiotechnik C7 Loudspeaker (drumfill)
- 1 d&b audiotechnik V Sub (drum sub)
- 1 Motion Lab 200 amp, 3 phase Power distro
- 1 K&M Mic stand package
- 1 Cable package
- 1 Mic Package
- 10 Shure SM58
- 10 Shure SM57
- 4 Shure KSM32
- 3 Shure Beta52
- 4 Sennheiser 421
- 10 KT DIs
- 8 Ch Shure UHF-R rack
- 8 Wireless SM58 Mics
- 1 Stage Workbox

**EXHIBIT A – SCOPE OF WORK (CONT.)**

b. Action Sports Arena

**FOH:**

- 1 Midas Venice 16 channel analogue console.  
Small Processing rack with:
- 1 DBX 1046 quad compressor/limiter
- 1 DS404 quad gate
- 2 Yamaha Rev100 Effects processor
- 4 BSS FCS-960 Stereo EQ- stage monitor eq
- 1 CD player

**Stage**

- 1 200 amp, 3 phase Power distro
- 1 Mic stand package - small
- 1 Cable package
- 1 8 Ch Shure UHF-R rack

c. Plaza Stage

**FOH:**

- 1 Midas Venice 32 channel analogue console.  
Small Processing rack with:
- 2 DBX 1046 quad compressor/limiter
- 2 DS404 quad gate
- 2 Yamaha Rev100 Effects processor
- 4 BSS FCS-960 Stereo EQ- stage monitor eq
- 1 Lake Processing 4 in 8 out, System EQ and Tuning
- 1 Martin Vue Net system control

**PA**

- 12 Martin MLA Compacts (6/side)
- 8 Meyer UPM-1P (Front Fills)
- 4 Martin MLX Subwoofers (2 a side in a cardioid set up)
- 4 Meyer UPM-1P(Delays)
- 4 1-ton Motor

**Stage:**

- 1 d&b audiotechnik C7 Loudspeaker (drumfill)
- 1 d&b audiotechnik V Sub (drum sub)
- 8 L' Acoustic 112P Wedge
- 1 Motion Lab 200 amp, 3 phase Power distro
- 1 Mic stand package
- 1 Cable package
- 1 Mic Package, generic tour acceptable:
- 8 Shure SM58
- 8 Shure SM57
- 2 Shure KSM32
- 2 Shure Beta52
- 4 Sennheiser 421
- 10 KT DIs
- 8 Ch Shure UHF-R rack



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**H. 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* (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

The security of the sound equipment is the responsibility of the Contractor.

As much as possible, all equipment is to be secured to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m.

The security of the audio equipment is the responsibility of the Contractor. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the 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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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.

8. Site Access

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

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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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.

**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 execution 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 specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**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.

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 Agreement.

**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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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 Hangar Building, Action Sports Arena and Plaza Stage Sound Equipment and Services contract shall be from May 1, 2015 through December 31, 2016 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

**CONTRACTOR AGREES**

- A. 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.
- B. The District's Request for Proposal (RFP) for Hangar Building, Action Sports Arena and Plaza Stage Sound Equipment and Services, HS-02-15, dated March 5, 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.
- C. The Contractor's proposal for Hangar Building, Action Sports Arena and Plaza Stage Sound Equipment and Services, HS-02-15, dated April 6, 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.
- D. 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 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.
- B. 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.
- C. To provide temporary storage if requested by Contractor and determined necessary by the District. 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.
- D. To allow Contractor access to the District's property as necessary.
- E. The term of this contract is from May 1, 2015 – December 31, 2016, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES (CONT.):**

- F. To pay Contractor a total amount not to exceed ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS (\$1,326,125.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
- G. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

<b>Hangar Building, Action Sports Arena and Plaza Stage Sound Equipment and Services</b>	
05/01/15 – 12/31/16	\$265,225.00
05/01/16 – 12/31/17	\$265,225.00
05/01/17 – 12/31/18	\$265,225.00
05/01/18 – 12/31/19	\$265,225.00
05/01/19 – 12/31/20	\$265,225.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$1,326,125.00</b>

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45374;
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 Contracted 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 specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. 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 sound package/system is provided.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Contracted 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.

**Bid Equipment:** In the "Equipment to be Supplied by Bidder" fields, Contractor has provided a detailed listing of the equipment (including brands/models) Contractor intends to supply in the fulfillment of the stated requirements. Contractor has provided annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Contractor has provided an annual flat combined labor package price for Hangar and Action Sports Arena; and separate annual flat labor package price for Plaza Stage.

The Hangar Building at the OC Fair Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price	Hangar Equipment Package Price
(1)	56 X 8 X 2 ANALOG CONSOLE WITH POWER SUPPLY AND BACK-UP POWER SUPPLY (CREST, ETC. ACCEPTABLE)	XL4 Analog Console	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
(1)	PROCESS RACK WITH MAIN PROCESSOR AND BACK-UP PROCESSOR (MEYER GALILEO), AS WELL AS CONTRACTOR'S SYSTEM SPECIFIC SPEAKER PROCESSING AND 6 X 1/3 OCTAVE EQ, CD PLAYER	Lake Processing 4 in 8 out, System EQ and Tuning, CD Player	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	EFFECTS RACK, INCLUDING A MINIMUM OF 10 COMPS, 8 GATES, 2 REVERB, 1 MULTI EFFECT (SHOULD BE TYPICAL ROCK AND ROLL MEDIUM VENUE EQUIPMENT)	(6) DBX 1046 quad Compressor/limiter, (6) DS404 quad gate, (4) Yamaha Rev100 effects processor, (4) BSS FCS-960 Stereo EQ	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
(1)	MIC SNAKE AS REQUIRED	Snake	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
(1)	POWER DISTRO INCLUDING FULL STAGE, FOH AND MONITOR DISTRO, WITH ALL LUGS, CAMLOCKS, AS REQUIRED, TO TIE INTO DISTRICT POWER SYSTEM	Motion Lab 200 amp 3 Phase amp distro	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
(1)	SPEAKER CABLE AS REQUIRED	Included	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
(1)	MIC STAND KIT FOR BANDS AS REQUIRED	K&M mic stand kit	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
(1)	MICROPHONE KIT FOR ROCK BAND TYPE SET-UP, AS REQUIRED FOR BANDS, PERFORMANCES, AND BASED ON APPLICABLE BAND/PERFORMANCE RIDERS	1 Microphone kit with tour ready mic package	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
(8)	WIRELESS HANDHELD SM-58 MICS	8 wireless shure SM-58 Microphones	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
(1)	BOX ASSORTED MIC CABLE, WITH ADEQUATE SPARES (10%), AS REQUIRED FOR CONTRACTOR'S SYSTEM, SHOW SCHEDULE AND MIC KIT	Stage Workbox	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
(24)	MEDIUM FORMAT LINE ARRAY SPEAKER MODULES, DIVIDED INTO L/R, IDEALLY SELF POWERED AND INCLUDE ALL REQUIRED RIGGING, MOTORS, ETC. ASSUME TRIM HEIGHT TO BE 25'. MEYER LYON, QSC WIDELINE, B&C J8- ARE ACCEPTABLE BRANDS/MODELS	20 d&b J8 Loudspeakers	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
(8)	FRONT FILL SPEAKERS, 90 X 40 DEGREE COVERAGE, LOW PROFILE, HIGH POWER, BRAND NAME, NO CUSTOM	4 d&b T10 Loudspeakers	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
(2)	CARDIOID SUBWOOFER ARRAY (L/R), MUST INCLUDE CARDIOID ALIGNMENT AND EQ PROCESSING, PREFERENCE GIVEN TO DEDICATED CARDIOID SUB SPEAKERS, SUCH AS D&B J-SUB	6 d&b J Subwoofers	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
(2)	HANGAR 'EYEBROW' FLOWN SYSTEMS, OUTSIDE OF HANGAR BUILDING. EACH SYSTEM TO BE CAPABLE OF COVERING MAIN MALL AREA, TO A DISTANCE OF 180' FROM HANGAR DOORS. SYSTEM MUST BE LIGHTWEIGHT DUE TO WEIGHT RESTRICTIONS (NO MORE THAN 400 POUNDS, INCLUDING ALL RIGGING), ARRAY SHOULD BE TYPICALLY 4 BOXES EACH L/R	4 d&b Y7P Point Source Speakers	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
(6)	L/R OUT FILL ARRAYS, DECK STACK, 3 BOXES LEFT, 3 BOXES RIGHT, 90 DEGREE HORIZONTAL COVERAGE	4 d&b V12 Loudspeakers	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
(1)	COMPLETE STAGE MONITOR SYSTEM WITH SEPARATE 48 INPUT STAGE MONITOR CONSOLE, UP TO 16 WEDGES, DRUM FILL, SIDE FILL, SPLITTERS AS REQUIRED BY BANDS AND EVENTS	Yamaha Ct-5, (2) 32 channel Rio Racks, 48 ch splitter, 16 d&b M4 wedges, 6 d&b V8 (sidefills), 4 d&b B2 Subs (sidefills) 1 d&b C7 (drumfill), 1 d&b v sub (drumsub)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
<b>Hangar Building Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			<b>\$ 70,500.00</b>	<b>\$ 70,500.00</b>	<b>\$ 70,500.00</b>	<b>\$ 70,500.00</b>	<b>\$ 70,500.00</b>
<b>HANGAR BUILDING SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							<b>\$ 352,500.00</b>



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

Action Sports Arena Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Action Sports Arena Package Price	Action Sports Arena Package Price	Action Sports Arena Package Price	Action Sports Arena Package Price	Action Sports Arena Package Price
(1)	16 X 4 X 2 ANALOG CONSOLE WITH POWER SUPPLY (CREST, ETC. ACCEPTABLE), NO SEMI-PRO EQUIPMENT ALLOWED (MACKIE, ETC.)	Midas Venice 320 32Ch Mixer	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	PROCESS RACK WITH 5 X 1/3 OCTAVE EQ ONE PER ZONE (5 ZONES, INCLUDING 4 GRANDSTANDS, AND ARENA MONITORS), REVERB, COMP-LIMITER, 4 CHANNELS OF GATES, CD PLAYER	(1) DBX 1046 quad Compressor/limiter, (1) DS404 quad gate, (2) Yamaha Rev100 effects processor, (4) BSS FCS-960 Stereo EQ, cd Player	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	MIC/LINE SNAKE AS REQUIRED	Snake System	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
(1)	POWER DISTRO 200', OR AS REQUIRED FOR CONTRACTOR'S SYSTEM	Motion Labs Distro	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(4)	COMMUNITY R.25-941T 70 VOLT SPEAKER SYSTEMS, TO BE USED AS ARENA MONITOR SPEAKERS, PROVIDE POWER AMPS (4 ZONES), 200' OF SPEAKER CABLE, EACH SPEAKER, AND SMALL POLE MOUNT, FREE STANDING SUPPORT FOR SPEAKER	4 Yamaha DXR12 Powered Loudspeaker	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
(1)	MIC STAND KIT AS REQUIRED	Mic Stand Kit	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(1)	MICROPHONE KIT TO INCLUDE 10 X SM-58, 10 X SM-57, MISC. MICS BASED UPON REQUIREMENTS FOR EACH PERFORMANCE	1 Mic Kit as per specs	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
(8)	WIRELESS HANDHELD SM-58 MICS, DIRECTIONAL ANTENNAS REQUIRED AS DISTANCE OF REQUIRED OPERATION IS 150' (MAIN ARENA AREA)	8 Ch Shure Wireless System with handhelds	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
(1)	BOX ASSORTED MIC CABLE, AS REQUIRED FOR CONTRACTOR'S SYSTEM AND MIC KIT, MINIMUM OF 4 X 100' CABLES	Standard workbox	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
<b>Action Sports Arena Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00	\$ 9,350.00
<b>ACTION SPORTS ARENA SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 46,750.00

Plaza Stage Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Plaza Stage Package Price	Plaza Stage Package Price	Plaza Stage Package Price	Plaza Stage Package Price	Plaza Stage Package Price
(1)	24 X 8 X 2 ANALOG CONSOLE WITH POWER SUPPLY AND BACK-UP POWER SUPPLY (CREST, ETC. ACCEPTABLE), NO SEMI-PRO BRANDS ALLOWED (MACKIE, BEHRINGER, ETC.)	Midas Venice 320	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	PROCESS RACK WITH MAIN PROCESSOR AND BACK-UP PROCESSOR (MEYER GALILEO) AS WELL AS CONTRACTOR'S SYSTEM SPECIFIC SPEAKER PROCESSING AND 6 X 1/3 OCTAVE EQ, CD PLAYER. SYSTEM TO BE DIVIDED INTO 7 ZONES: LEFT, RIGHT, FRONT FILL, DELAY 1, 2, 3, SUBS	Martin VueNet System Control, Lake LM44 4 in 8 out	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	EFFECTS RACK, INCLUDING A MINIMUM OF 6 COMPS, 4 GATES, 1 REVERB, 1 MULTI EFFECT	(2) DBX 1046 quad Compressor/limiter, (2) DS404 quad gate, (2) Yamaha Rev100 effects processor, (4) BSS FCS-960 Stereo EQ	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	MIC SNAKE AS REQUIRED	Mic Snake	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(1)	POWER DISTRO INCLUDING FULL STAGE, FOH AND MONITOR DISTRO, WITH ALL LUGS, CAMLOCKS, AS REQUIRED, TO TIE INTO DISTRICT POWER SYSTEM	Motion Lab 200 amp 3 phase distro	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
(1)	SPEAKER CABLE AS REQUIRED	Standard Workbox	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(1)	MIC STAND KIT FOR BANDS AS REQUIRED	K&M Stand Kit	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(1)	MICROPHONE KIT FOR ROCK BAND TYPE SET-UP BASED ON REQUIREMENTS FOR EACH PERFORMANCE	Mic Kit	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
(8)	WIRELESS HANDHELD SM-58 MICS	Shure 8Ch Wireless System with Handhelds	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
(1)	BOX ASSORTED MIC CABLE, WITH ADEQUATE SPARES (10%), AS REQUIRED FOR SYSTEM, SHOW SCHEDULE AND MIC KIT	Standard Workbox	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
(16)	SMALL FORMAT LINE ARRAY SPEAKER MODULES, DIVIDED INTO L/R, IDEALLY SELF POWERED AND INCLUDE ALL REQUIRED RIGGING, MOTORS, ETC. ALLOW FOR TRIM HEIGHT TO BE 25'. MEYER MELODIE PREFERRED. THE DISTRICT MAY ELECT TO NOT USE A LINE ARRAY AND USE A MORE CONVENTIONAL, SINGLE BOX POINT SOURCE SYSTEM, WHICH IS SUBJECT TO CHANGE. FOR THE PURPOSES OF THIS RFP, PROVIDE PRICING AND DESIGN BASED UPON USE OF THE LINE ARRAY.	(12) Martin Audio MLA Compacts	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
(8)	FRONT FILL SPEAKERS, LOW PROFILE, HIGH POWER. MEYER UPM-1P	(8) Meyer UPM-1P	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
(2)	CARDIOID SUBWOOFER ARRAY (L/R), MUST INCLUDE CARDIOID ALIGNMENT AND EQ PROCESSING. MEYER MID-SUB IN A CARDIOID ARRAY (4 CABINETS EACH SIDE)	(4) Martin Audio MLX Subwoofer	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
(4)	DELAY SPEAKERS, MEYER UPM-1P	(4) Meyer UPM-1P	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
(1)	COMPLETE STAGE MONITOR SYSTEM (MONITOR RUN FROM FOH CONSOLE) UP TO 8 WEDGES, DRUM FILL, AS REQUIRED BY BANDS AND EVENTS	(8) L'Acoustic 112P Wedges, (1) d&b C7, (1) d&b v Sub, Splitter	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
<b>Plaza Stage Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 36,375.00	\$ 36,375.00	\$ 36,375.00	\$ 36,375.00	\$ 36,375.00
<b>Plaza Stage Contingency</b> (Contingency is provided to accommodate final sound design for the venue in the event equipment changes are required by the District)			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
<b>Plaza Stage Equipment Package Cost - RUN OF FAIR TOTALS + Plaza Stage Contingency</b>			\$ 61,375.00	\$ 61,375.00	\$ 61,375.00	\$ 61,375.00	\$ 61,375.00
<b>PLAZA STAGE SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 306,875.00

Sound Labor Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
	Labor		Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Personnel - Hangar & Action Sports Arena Package Labor Cost - RUN OF FAIR			\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Personnel - Plaza Stage Package Labor Cost - RUN OF FAIR			\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00
<b>Sound Labor Package (ALL VENUES) - RUN OF FAIR TOTALS</b>			\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
<b>SOUND LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 620,000.00

<b>CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT &amp; LABOR)</b>	\$ 265,225.00	\$ 265,225.00	\$ 265,225.00	\$ 265,225.00	\$ 265,225.00
<b>TOTAL BID (ALL VENUES, ALL FIVE YEARS)</b>					\$ 1,326,125.00

-End Exhibit F-

## **EXHIBIT G – EQUIPMENT SAFETY POLICY**

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

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

### **Operating Forklift**

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

### **Operating Man Lift**

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

### **Operating Scissor Lift**

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

*Safety First – It Starts with You*

-End Exhibit G-

AGREEMENT NUMBER

**SA-056-15GS**

REGISTRATION NUMBER

**1409131**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**PRG (CALIFORNIA), INC.**

2. The term of this Agreement is: **05/01/15** through **12/31/16** **FED ID:** XXXXXXXXXX  
**with three (3) one-year options to renew at the sole discretion of the District**

3. The maximum amount of this Agreement is: **\$109,360.00**  
**Not to exceed \$282,590.00 with inclusion of option years**

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

Exhibit A – Scope of Work – **To provide sound equipment and services on grounds of the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Pages 1 – 16

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 17

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 18 – 21

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 22 – 25

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 26 – 28

Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement) Pages 29 – 31

Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement) Page 32

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

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

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

**CONTRACTOR**

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

**PRG (CALIFORNIA), INC.**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Brian Edwards, President**

ADDRESS

**1245 Aviation Place, San Fernando, CA 91340  
(818) 252-2600**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General Services  
Use Only**

☐ Exempt per:

## **EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide sound equipment and services for various stage and venue locations on grounds at the OC Fair & Event Center 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. OVERVIEW OF CURRENT SOUND MITIGATION**

A general awareness of all OC Fair sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the OC Fair onto surrounding neighborhoods.

1. Noise mitigation is of the highest concern to the District and the District has a strong commitment to being a good neighbor to the community as well as to meeting legal requirements. In support of this effort, Contractor shall be required to gain a basic understanding of all sound services taking place during the OC Fair. In addition to the sound and equipment services outlined in this Agreement, the District also has four (4) primary sound systems that exist within the confines of the OC Fair. Service for these areas is not a requirement of this Agreement; however, the four systems are referenced below to ensure Contractor is aware of and understands all major sound systems onsite.
  - a. The Hangar Building Sound System (indoor) is a semi-enclosed venue with seating for approximately 1,430 people and additional standing room for 225 individuals, which includes two (2) small sound arrays flown outside to cover a portion of the Main Mall, and is NOT a requirement of this Agreement.
  - b. Action Sports Arena Sound System (outdoor) is an open-air venue with seating for approximately 5,700 people and additional standing room for 500 individuals, and is NOT a requirement of this Agreement.
  - c. Plaza Stage Sound System (outdoor) is an open-air venue that can accommodate seating for approximately 750 people with additional standing room in the open plaza area surrounding the stage, and is NOT a requirement of this Agreement.
  - d. Pacific Amphitheatre (outdoor) is an open-air venue with seating for approximately 8,200 people and is NOT a requirement of this Agreement. The Pacific Amphitheatre consists of a large line array speaker system along with complex stage monitor systems.
2. Although the OC Fair has a noise injunction specifically applied to the Pacific Amphitheatre, property-wide noise mitigation is required. The injunction states that the sound level must not exceed 55 dB at a specific residence near the OC Fair, specifically located at 547 Serra Way. The house is approximately 2,000 feet from the Action Sports Arena. While sound measurements are taken at 547 Serra Way, they are also taken throughout the surrounding neighborhoods to understand noise levels in the community and minimize the impact of OC Fair sound on them. The District requires immediate mitigation of OC Fair noise levels of 55 dB at any residence in the community.
3. All sound systems will continue to have strict sound control measures in place.

### **B. SOUND MITIGATION AND MONITORING REQUIREMENTS**

1. Contractor is an integral part of monitoring Sound Pressure Levels (SPL). Contractor shall have adequate SPL measurement capability at all performance venues supported per this Agreement and ensure Contractor Personnel is completely aware of maximum sound levels and capable of complying with all requirements listed herein. Contractor shall control sound levels at all venues supported per this Agreement by ensuring proper levels are maintained, whether Contractor's staff or visiting engineers are running the equipment.
2. For all venues, maximum, broadband (20 Hz to 15 KHz) noise level, measured at front of house (FOH), shall not exceed an average of 90 dB flat weighted, under any circumstances.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

3. For all applicable venues, behind stage measured noise level shall not exceed peaks of 70 dB, flat weighted, under any circumstances. This includes indirect FOH system energy, stage monitors, backline equipment and any reflected energy from the surrounding buildings. This requirement also applies to the sides of any stages.
4. The District's objective and ordinance requirements are to keep SPL at or below 55 dB in ALL surrounding neighborhood areas where residences are located.
5. Any combination of factors resulting in noise levels exceeding 55 dB in surrounding neighborhoods must result in a lowering of sound level until the level in the neighborhood is within compliance. In summary:
  - a. No more than 55 dB in any neighboring residential area.
  - b. No more than 70 dB, flat weighted, behind stages.
  - c. No more than 90 dB, flat weighted, at FOH.
  - d. If any combination of the above results in greater than 55 dB in any area where housing is located, levels shall be immediately decreased until compliance is met.
6. Contractor shall take measurements during each event to ensure that the level is at or below 90 dB at FOH, 70 dB at the rear of the stage.
7. In all cases, Contractor shall:
  - a. Not interfere with surrounding vendor activities.
  - b. Maintain a level consistent with the program material and audience size to be covered.
  - c. Ensure sound level 10 feet from speakers will not exceed 90 dB if speakers are in close proximity to audience members.
8. Contractor shall apply all necessary conditions to each sound system based upon the nature of the amplified program, distance from audience, overall sound system size and distance from surrounding areas.
9. Contractor shall bear complete responsibility for ensuring compliance as indicated herein and as determined necessary by District Management at all times.
10. Contractor shall immediately respond to requests from District personnel to reduce sound levels.

**C. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Contracted Financial Proposal Bid Form (Exhibit F). Pricing is inclusive of all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality sound systems for the venues indicated in this Agreement. Sound quality and aesthetic value of equipment is vital.
3. Contractor shall provide versatile personnel and sound equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as community acts, livestock shows, demonstrators, musical performers, and public speakers.
4. Contractor shall provide innovative and cost-effective sound systems/designs that can meet typical artist requirements for the types of performances offered at each venue.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

6. Contractor shall be responsible for maintaining sound and sound-related equipment which will remain in place from the first day of installation through the end of the last performance.
7. Contractor shall be required to set up in/at each venue or location, as specified by the District, according to the performance schedule.
8. Contractor shall provide sound equipment and personnel for a minimum of twenty-three (23) performance days/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.
9. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
10. 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.
11. 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 D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. 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 sound 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).
13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this Agreement shall be implemented.
14. 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.
15. Contractor understands that the safety of the audience, performers and production staff is the number one priority. All sound equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors 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.
16. The Equipment Lists have been included in Paragraph E for the purposes of illustrating the anticipated 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 District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. 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. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Contracted Financial Proposal Bid Form (Exhibit F).
17. The final layout of sound equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The annual OC Fair setup is subject to change from year to year.
19. The District may require items not called out in this Agreement. The District is to be billed at a rate no greater than the amount charged for similar items listed in the Agreement for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

20. Upon contract execution, Contractor shall immediately begin an analysis and development of sound systems for the 2015 OC Fair and shall submit to the District for approval, a finalized video design, implementation, equipment and operations plan (including backup plan) no later than the end of 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 H, Contract Terms and Conditions, Item 7.
21. Contractor shall present, for District review and approval, a sound 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 video design, implementation, equipment and operations plan (including backup plan) 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 H, Contract Terms and Conditions, Item 7.
22. As part of Items 20 and 21 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD/MAPP/EASE drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of video configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

**D. 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 audio designers. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph E 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 delivered to or 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 prior to show time and as required each day of the OC Fair. 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. Any failure(s), including, but not limited to, instrument, system component, and/or 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 video system is maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

10. Contractor shall keep adequate personnel onsite in order to make any required repairs to the sound systems.
11. Contractor shall supply all required rigging for the sound systems, including motors, steel cables, shackles, span-sets, burlap, rings, etc. The majority of systems required in this Agreement are ground slack and/or tripod stack systems.
12. 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.
13. Contractor shall provide and install all power distribution for the complete sound system, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
14. 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.
15. Contractor understands this Agreement does not contain exhaustive or complete information for the full functionality of the sound systems. Specific equipment is called out in this Agreement as required for the overall functionality of the sound systems; however Contractor is responsible for ensuring a complete sound design package.
16. The equipment lists 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 high-quality and cost-effective design.
17. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
19. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
20. Contractor shall immediately notify District Management of any hazardous conditions.

**E. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS**

**1. Baja Blues**

- a. This indoor venue features a small performance stage and associated sound system on tripod stands for approximately 75 people.
- b. Baja Blues is typically active from noon to midnight, Wednesday through Sunday.
- c. The Baja Blues Equipment List is below:
  - One (1) Mackie 1604-VLZ3 mixer
  - Two (2) JBL EON 615 speakers, with tripod stands
  - Three (3) JBL EON 612 wedge monitors
  - One (1) 20-input, 6-return 75' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds
  - Six (6) Shure SM-57 microphones
  - Six (6) Shure SM-58 microphones
  - Microphone stand package typical of stand required for a 5-piece band
  - Two (2) Whirlwind direct boxes with ¼" to ¼" patch cables
  - All necessary power cables needed; other cables required to make system operational

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**2. Livestock Paging System**

- a. This paging system utilizes horns affixed to multiple structures in the Livestock area.
- b. The area is typically active from 7:00 a.m. – 11:00 p.m., Wednesday through Sunday.
- c. The Livestock Paging System Equipment List is below:
  - One (1) TOA M-900A mixer, or equivalent
  - Two (2) TOA P-924 70-Volt amplifiers (one for backup), or equivalent
  - Two (2) Shure SM58 with desk stands for announcing
  - Two (2) XLR to XLR microphone cables, 100' each
  - Fourteen (14) TOA TC-301-TA 30-Watt horns, or equivalent, 50' speaker cables for each (speakers mount to structure)
  - Eight (8) extra TOA TC-301-TA 30-Watt horns with mounts, or equivalent
  - Two (2) TOA TC-301-TA 30-Watt horns for tent, or equivalent
  - One (1) 50' AC quad-box
  - One (1) 300' XLR to XLR cable
  - One (1) small fan for circulating air in closet
  - All necessary power cables needed; other cables required to make system operational

**3. Livestock Show Ring**

- a. This tented, temporary outdoor location requires equipment for a medium size demonstration area for approximately 100 – 300 people.
- b. The area is typically active from noon to 9:00 p.m., Wednesday through Friday, and 10:00 a.m. to 9:00 p.m., Saturday and Sunday.
- c. The Show Ring Equipment List is below:
  - One (1) Mackie 1202VLZ4 Mixer
  - Two (2) Shure Beta 58 microphones
  - Two (2) Shure ULX handheld wireless microphone systems
  - Six (6) 50' microphone cables
  - One (1) CD player with RCA to ¼" patch cables
  - Eight (8) JBL EON 12" speakers
  - All necessary power cables needed; other cables required to make system operational

**4. Ceramics Demonstration**

- a. This outdoor site requires a small demonstration system for approximately 40 people.
- b. The area is typically active from 2:30 p.m. to 8:30 p.m., Wednesday through Sunday.
- c. The Ceramics Demonstration Equipment List is below:
  - One (1) Mackie 1202VLZ4 Mixer
  - Two (2) JBL EON 612
  - Two (2) Tripod speaker stands
  - Three (3) Shure SM-58 microphones
  - Two (2) microphone stands
  - Three (3) 25' microphone cables
  - One (1) AC cord/power distro for system
  - Two (2) 50' cables, as required
  - All necessary power cables needed; other cables required to make system operational

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**5. Centennial Farm**

- a. This outdoor location requires a small demonstration system for approximately 40 people.
- b. The area is typically active from 1:30 p.m. to 6:30 p.m., Wednesday through Friday, and 11:30 a.m. to 6:30 p.m., Saturday and Sunday.
- c. The Centennial Farm Equipment List is below:
  - One (1) Fender Passport Conference PA system
  - Four (4) 100' ¼" to ¼" speaker cables
  - Four (4) 25' XLR(f) to XLR(m) microphone cables
  - One (1) CD player with RCA to ¼" patch cables
  - Two (2) Tripod speaker stands
  - One (1) Shure ULX UHF wireless lavalier microphone system
  - One (1) 25' 3-way AC cable
  - One (1) Shure headset with P-3 connector to patch into wireless system
  - All necessary power cables needed; other cables required to make system operational

**6. Millennium Barn Milking Demonstration**

- a. This indoor site requires a small system for use during milking demonstrations for approximately 50 people.
- b. The area is typically active from 2:30 p.m. to 7:15 p.m., Wednesday through Friday, and 12:30 p.m. to 7:15 p.m., Saturday and Sunday.
- c. The Millennium Barn Milking Demonstration Equipment List is below:
  - Two (2) JBL EON 615 powered speakers on tripod stands
  - Two (2) Shure beta 58 microphones (plugged directly into JBL EON's)
  - Two (2) Straight microphone stands
  - Three (3) 50' microphone cables
  - One (1) 5-disc CD player with AC + ¼" to RCA patch cable
  - All necessary power cables needed; other cables required to make system operational

**7. Promenade Stage**

- a. This outdoor demonstration/performance stage requires a sound system for approximately 150 people.
- b. The area is typically active from noon to 11:00 p.m., Wednesday through Friday, and 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. The Promenade Stage Equipment List is below:
  - One (1) 1604-VLZ3 mixer
  - Four (4) JBL EON 612 speaker systems
  - Four (4) Tripod speaker stands
  - One (1) 20-input, 6-return 75' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds
  - One (1) Microphone stand with boom
  - One (1) Cassette deck with patch cables RCA to ¼"
  - One (1) CD Player with RCA to ¼" patch cables
  - Eight (8) 50' Microphone cables
  - One (1) Hardwire lavalier microphone
  - One (1) 25' 3-way AC cable
  - Two (2) Atlas desktop microphone stands
  - Two (2) Shure ULX UHF wireless microphone systems with handheld and lapel clips
  - Four (4) Shure SM58 microphones
  - All necessary power cables needed; other cables required to make system operational

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**8. Explorium: Destination Kids**

- a. This large tented temporary location requires a small demonstration system for approximately 60 people.
- b. The area is typically active from noon to 11:00 p.m., Wednesday through Friday, and 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. The Explorium – Destination Kids Equipment List is below:
  - One (1) Mackie 1604-VLZ3 mixer with AC cord
  - Two (2) JBL EON 615 speakers, with tripod stands
  - Three (3) JBL EON 610 wedge monitors
  - Fifteen (15) 25' microphone cables
  - Six (6) Shure SM-57 microphones
  - Six (6) Shure SM-58 microphones
  - Microphone stand package typical of stand required for a 5-piece band
  - All necessary power cables needed; other cables required to make system operational

**9. Meadows Stage**

- a. This outdoor stage requires speakers to hang from the stage truss structure and the system should accommodate approximately 300 people.
- b. Meadows Stage is typically active from noon to midnight, Wednesday through Friday, and 10:00 a.m. to midnight, Saturday and Sunday.
- c. The Meadows Stage Equipment List is below:
  - Eight (8) Meyer UPA-1P speakers with AC and rigging package on each speaker; speakers flown from stage trusses; 2 speakers at each of 4 corners
  - Four (4) JBL M-Pro powered 18" subwoofers, or equivalent
  - One (1) Mackie 1604-VLZ3 mixer
  - One (1) 20-input, 6-return 100' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds
  - Ten (10) Shure Beta 58 microphones
  - Two (2) Shure ULX handheld wireless microphone systems
  - Twenty-four (24) 25' microphone cables
  - One (1) AC cable with quad-box
  - One (1) CD/Cassette player with RCA to ¼" patch cables
  - One (1) Rigging package to fly Meyer's
  - One (1) System processing/power amps as required for monitors, 8 Passive monitor
  - Six (6) Wedges, cabling, 3 EQ mixes max.
  - Two (2) DI Boxes
  - All necessary power cables needed; other cables required to make system operational

**F. PERSONNEL SERVICES AND REQUIREMENTS**

**1. General Requirements**

- a. Contractor shall provide a minimum of four (4) qualified technicians/operators to set up, rig, operate and strike all sound systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Contractor has provided a flat fee for all personnel required to fulfill these services on the Contracted Financial Proposal Bid Form (Exhibit F).
- b. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- c. Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- d. 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.
- e. Technicians must be present for the initial sound setup, all twenty-three (23) days of the Fair and the final sound strike. Technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event.
- f. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

**2. Setup and Teardown Requirements**

- a. 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. Contractor must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- b. Contractor shall be required to provide sound equipment and services for the annual OC Fair each July and August. Setup generally begins two (2) weeks prior to the event and the systems 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.
- c. For 2015, it is anticipated Contractor will begin setup on July 6, 2015, and shall have all equipment set up and operational by 5:00 p.m. on July 15, 2015. Exact dates for 2015 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. 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.
- d. Teardown begins the day after the last performance. 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.
- e. 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.
- f. 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 OC Fair run. Photos provided by Contractor in response to this Agreement 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 D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**3. Show/Rehearsal Crew Requirements**

- a. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each performance. Contractor's personnel are to be onsite and ready to work at least three (3) hours prior to OC Fair opening. A typical workday ends at midnight.
- b. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- c. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- d. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, and provide security for equipment and tear down equipment.
- e. Contractor's personnel shall adapt and be flexible to reasonable requests regarding sound system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
- f. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's sound system is supplemented for a performance. Technicians will be required to assist 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.
- g. Contractor shall be prepared to operate the sound system in cases where the performer does not bring its own Sound Engineer. Contractor agrees that no additional charges will be assessed against the District for these services.

**G. CONTRACTOR'S PROPOSED 2015 OC FAIR EQUIPMENT LIST**

1. Contractor shall deliver the equipment list as detailed in Contractor's proposal dated April 1, 2015.
2. All equipment shall be substantially of the same type, model and capacity as items proposed and shall be capable of performing in substantially the same manner as the equipment specified. After contract execution, if the Contractor wishes to propose alternate equipment as a substitution to equipment proposed on the Contractor's provided equipment list, approval must be requested in writing, and subsequently submitted as part of Contractor's annual Proposal per Paragraph C, Item 21.
3. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair.
4. 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).
5. Contractor shall be responsible for ensuring system and design(s) are complete and fully functional.

**H. 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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

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* (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 sound equipment is the responsibility of the Contractor. The grounds are 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.

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.

8. Site Access

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

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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 execution. 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 execution 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 Financial Proposal Bid Form.

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 Agreement.

### **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 Grounds Sound Equipment and Services contract shall be from May 1, 2015 through December 31, 2016 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District

Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES**

- A. 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.
- B. The District's Request for Proposal (RFP) for Grounds Sound Equipment and Services, GS-03-15, 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 a part of this agreement.
- C. The Contractor's proposal for Grounds Sound Equipment and Services, GS-03-15, dated April 1, 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.
- D. 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 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.
- B. 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.
- C. To provide temporary storage if requested by Contractor and determined necessary by the District. 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.
- D. To allow Contractor access to the District's property as necessary.
- E. The term of this contract is from May 1, 2015 – December 31, 2016, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
- F. To pay Contractor a total amount not to exceed TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED NINETY DOLLARS (\$282,590.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
- G. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Grounds Sound Equipment and Services	
05/01/15 – 12/31/16	\$54,680.00
05/01/16 – 12/31/17	\$54,680.00
05/01/17 – 12/31/18	\$56,230.00
05/01/18 – 12/31/19	\$57,915.00
05/01/19 – 12/31/20	\$59,085.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$282,590.00</b>



-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45356;
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 Contracted 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 Contracted Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. 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 sound package/system is provided.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Contracted 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.

**Equipment:** In the "Equipment to be Supplied by Bidder" fields, Contractor has provided a detailed listing of the equipment (including brands/models) Contractor intends to supply in the fulfillment of the stated requirements. Contractor has provided the annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Labor:** Contractor has provided an annual flat combined labor package price for all venues.

BAJA BLUES Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	Mackie 1604-VLZ3 mixer		\$ 140.00	\$ 140.00	\$ 144.20	\$ 148.53	\$ 151.50
(2)	JBL EON 615 speakers, with tripod stands	Meyer UPA-2P	\$ 700.00	\$ 700.00	\$ 721.00	\$ 742.63	\$ 757.48
(3)	(3) JBL EON 612 wedge monitors	QSC K12	\$ 465.00	\$ 465.00	\$ 478.95	\$ 493.32	\$ 503.18
(1)	20-input, 6-return 75' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds	20 input W2 snake and 12 Return W1 snake	\$ 35.00	\$ 35.00	\$ 36.05	\$ 37.13	\$ 37.87
(6)	Shure SM-57 microphones		\$ 265.71	\$ 265.71	\$ 273.68	\$ 281.89	\$ 287.53
(6)	Shure SM-58 microphones		\$ 265.71	\$ 265.71	\$ 273.68	\$ 281.89	\$ 287.53
(1)	Microphone stand package typical of stand required for a 5-piece band		\$ 100.00	\$ 100.00	\$ 103.00	\$ 106.09	\$ 108.21
(2)	Whirlwind direct boxes with 1/4" to 1/4" patch cables		\$ 20.00	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.64
<b>Baja Blues Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 1,991.42	\$ 1,991.42	\$ 2,051.16	\$ 2,112.70	\$ 2,154.95
<b>BAJA BLUES SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 10,301.65

LIVESTOCK PAGING SYSTEM Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	TOA M-900A mixer, or equivalent	Mackie 802-VLZ3	\$ 132.86	\$ 132.86	\$ 136.85	\$ 140.95	\$ 143.77
(2)	TOA P-924 70-Volt amplifiers (one for backup), or equivalent	Lab Gruppen C20	\$ 442.86	\$ 442.86	\$ 456.15	\$ 469.83	\$ 479.23
(2)	Shure SM58 with desk stands for announcing		\$ 88.57	\$ 88.57	\$ 91.23	\$ 93.96	\$ 95.84
(2)	XLR to XLR microphone cables, 100' each		\$ -	\$ -	\$ -	\$ -	\$ -
(14)	TOA TC-301-TA 30-Watt horns, or equivalent, 50' speaker cables for each (speakers mount to structure)	Audiotechnik VUE I-2x4.5	\$ 1,550.00	\$ 1,550.00	\$ 1,596.50	\$ 1,644.40	\$ 1,677.28
(8)	Extra TOA TC-301-TA 30-Watt horns with mounts, or equivalent	Audiotechnik VUE I-2x4.5	\$ 885.71	\$ 885.71	\$ 912.28	\$ 939.65	\$ 958.44
(2)	TOA TC-301-TA 30-Watt horns for tent, or equivalent	Audiotechnik VUE I-2x4.5	\$ 221.43	\$ 221.43	\$ 228.07	\$ 234.92	\$ 239.61
(1)	50' AC quad-box		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	300' XLR to XLR cable		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	Small fan for circulating air in closet	18" Patton Fan	\$ 44.29	\$ 44.29	\$ 45.62	\$ 46.99	\$ 47.93
<b>Livestock Paging System Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 3,365.72	\$ 3,365.72	\$ 3,466.69	\$ 3,570.69	\$ 3,642.11
<b>LIVESTOCK PAGING SYSTEM SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 17,410.93

LIVESTOCK SHOW RING Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	Mackie 1202VLZ4 Mixer	Mackie 1402-VLZ Pro	\$ 442.86	\$ 442.86	\$ 456.15	\$ 469.83	\$ 479.23
(2)	Shure Beta 58 microphones		\$ 88.57	\$ 88.57	\$ 91.23	\$ 93.96	\$ 95.84
(2)	Shure ULX handheld wireless microphone systems	Shure UR4D	\$ 885.71	\$ 885.71	\$ 912.28	\$ 939.65	\$ 958.44
(6)	50' microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	CD player with RCA to 1/4" patch cables	Denon DN-C630	\$ 88.57	\$ 88.57	\$ 91.23	\$ 93.96	\$ 95.84
(8)	JBL EON 12" speakers	QSC K12	\$ 1,240.00	\$ 1,240.00	\$ 1,277.20	\$ 1,315.52	\$ 1,341.83
<b>Livestock Show Ring Sound Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 2,745.71	\$ 2,745.71	\$ 2,828.08	\$ 2,912.92	\$ 2,971.18
<b>LIVESTOCK SHOW RING SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 14,203.61

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

CERAMICS DEMONSTRATION Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	Mackie 1202VLZ4 Mixer	Mackie 1402-VLZ Pro	\$ 442.86	\$ 442.86	\$ 456.15	\$ 469.83	\$ 483.93
(2)	JBL EON 612	QSC K12	\$ 310.00	\$ 310.00	\$ 319.30	\$ 328.88	\$ 338.75
(2)	Tripod speaker stands	Ultimate Support Speaker Stands	\$ 42.07	\$ 42.07	\$ 43.33	\$ 44.63	\$ 45.97
(3)	Shure SM-58 microphones		\$ 132.86	\$ 132.86	\$ 136.85	\$ 140.95	\$ 145.18
(2)	Microphone stands		\$ 13.29	\$ 13.29	\$ 13.69	\$ 14.10	\$ 14.52
(3)	25' microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	AC cord/power distro for system		\$ -	\$ -	\$ -	\$ -	\$ -
(2)	50' cables, as required		\$ -	\$ -	\$ -	\$ -	\$ -
Ceramics Demonstration Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 941.08	\$ 941.08	\$ 969.31	\$ 998.39	\$ 1,028.34
CERAMICS DEMONSTRATION SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 4,878.21

CENTENNIAL FARM Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	Fender Passport Conference PA system	Mackie 1202-VLZ Pro and QSC K12	\$ 642.14	\$ 642.14	\$ 661.40	\$ 681.25	\$ 694.87
(4)	100' 1/2" to 1/4" speaker cables		\$ -	\$ -	\$ -	\$ -	\$ -
(4)	25' XLR(f) to XLR(m) microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	CD player with RCA to 1/4" patch cables	Denon DN-C630	\$ 110.71	\$ 110.71	\$ 114.03	\$ 117.45	\$ 119.80
(2)	Tripod speaker stands	Ultimate Support Speaker Stands	\$ 42.07	\$ 42.07	\$ 43.33	\$ 44.63	\$ 45.97
(1)	Shure ULX UHF wireless lavalier microphone system	Shure RX UR4S	\$ 442.86	\$ 442.86	\$ 456.15	\$ 469.83	\$ 479.23
(1)	25' 3-way AC cable		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	Shure headset with P-3 connector to patch into wireless system	Shure Beta 54	\$ 44.29	\$ 44.29	\$ 45.62	\$ 46.99	\$ 47.93
Centennial Farm Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 1,282.07	\$ 1,282.07	\$ 1,320.53	\$ 1,360.15	\$ 1,387.35
CENTENNIAL FARM SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 6,632.17

MILLENNIUM BARN MILKING DEMONSTRATION Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(2)	JBL EON 615 powered speakers on tripod stands	QSC K12	\$ 352.07	\$ 352.07	\$ 362.63	\$ 373.51	\$ 380.98
(2)	Shure beta 58 microphones (plugged directly into JBL EON's)		\$ 44.29	\$ 44.29	\$ 45.62	\$ 46.99	\$ 47.93
(2)	Straight microphone stands		\$ 35.43	\$ 35.43	\$ 36.49	\$ 37.59	\$ 38.34
(3)	50' microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	5-disc CD player with AC + 1/4" to RCA patch cable		\$ 155.00	\$ 155.00	\$ 159.65	\$ 164.44	\$ 167.73
Millennium Barn Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 586.79	\$ 586.79	\$ 604.39	\$ 622.53	\$ 634.98
MILLENNIUM BARN SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 3,035.48

PROMENADE STAGE Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	1604-VLZ3 mixer		\$ 143.93	\$ 143.93	\$ 148.25	\$ 152.70	\$ 155.75
(4)	JBL EON 612 speaker systems	QSC K12	\$ 620.00	\$ 620.00	\$ 638.60	\$ 657.76	\$ 670.91
(4)	Tripod speaker stands	Ultimate Support Speaker Stands	\$ 84.14	\$ 84.14	\$ 86.66	\$ 89.26	\$ 91.05
(1)	20-input 6-return 75' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds	20-input W2 and 12-return W1	\$ 243.59	\$ 243.59	\$ 250.90	\$ 258.42	\$ 263.59
(1)	Microphone stand with boom		\$ 17.71	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.16
(1)	Cassette deck with patch cables RCA to 1/4"	Denon DN-T645 CD/Cassette Player (dual player with dual outputs)	\$ 66.43	\$ 66.43	\$ 68.42	\$ 70.48	\$ 71.89
(1)	CD Player with RCA to 1/4" patch cables	Please see above	\$ -	\$ -	\$ -	\$ -	\$ -
(8)	50' Microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	Hardwire lavalier microphone	Countryman Isomax 2	\$ 22.14	\$ 22.14	\$ 22.80	\$ 23.49	\$ 23.96
(1)	25' 3-way AC cable		\$ -	\$ -	\$ -	\$ -	\$ -
(2)	Atlas desktop microphone stands	K&M 8" round bottom stand	\$ 17.71	\$ 17.71	\$ 18.24	\$ 18.79	\$ 19.16
(2)	Shure ULX UHF wireless microphone systems with handheld and lapel clips	Shure RX UR4D	\$ 885.71	\$ 885.71	\$ 912.28	\$ 939.65	\$ 958.44
(4)	Shure SM58 microphones	Shure Beta 58	\$ 88.57	\$ 88.57	\$ -	\$ -	\$ -
Promenade Stage Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 2,189.93	\$ 2,189.93	\$ 2,164.40	\$ 2,229.33	\$ 2,273.92
PROMENADE STAGE SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 11,047.51

EXPLORIUM: DESTINATION KIDS Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(1)	Mackie 1604-VLZ3 mixer with AC cord		\$ 143.93	\$ 143.93	\$ 148.25	\$ 152.70	\$ 155.75
(2)	JBL EON 615 speakers, with tripod stands	Meyer UPA-2P	\$ 927.78	\$ 927.78	\$ 955.61	\$ 984.28	\$ 1,003.97
(3)	JBL EON 610 wedge monitors	QSC K12	\$ 465.00	\$ 465.00	\$ 478.95	\$ 493.32	\$ 503.18
(15)	25' microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(6)	Shure SM-57 microphones		\$ 265.71	\$ 265.71	\$ 273.68	\$ 281.89	\$ 287.53
(6)	Shure SM-58 microphones		\$ 265.71	\$ 265.71	\$ 273.68	\$ 281.89	\$ 287.53
(1)	Microphone stand package typical of stand required for a 5-piece band		\$ 106.29	\$ 106.29	\$ 109.48	\$ 112.76	\$ 115.02
Explorium Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 2,174.42	\$ 2,174.42	\$ 2,239.65	\$ 2,306.84	\$ 2,352.98
EXPLORIUM SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 11,248.31



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

MEADOWS STAGE Sound Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
(8)	Meyer UPA-1P speakers with AC and rigging package on each speaker; speakers flown from stage trusses; 2 speakers at each of 4 corners		\$ 3,542.86	\$ 3,542.86	\$ 3,649.15	\$ 3,758.62	\$ 3,833.79
(4)	JBL M-Pro powered 18" subwoofers, or equivalent	Meyer 650-P	\$ 1,505.71	\$ 1,505.71	\$ 1,550.88	\$ 1,597.41	\$ 1,629.36
(1)	Mackie 1604-VLZ3 mixer		\$ 143.93	\$ 143.93	\$ 148.25	\$ 152.70	\$ 155.75
(1)	20-input, 6-return 100' microphone snake, or as required for Contractor's mixer to stage, including monitor feeds	20-input W2 and 12-return W1	\$ 230.29	\$ 230.29	\$ 237.20	\$ 244.31	\$ 249.20
(10)	Shure Beta 58 microphones		\$ 221.43	\$ 221.43	\$ 228.07	\$ 234.92	\$ 239.61
(2)	Shure ULX handheld wireless microphone systems	Shure RX UR4S	\$ 885.71	\$ 885.71	\$ 912.28	\$ 939.65	\$ 958.44
(24)	25' microphone cables		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	AC cable with quad-box		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	CD/Cassette player with RCA to 1/4" patch cables	Denon DN-T645 CD/Cassete Player (dual player with dual outputs)	\$ 66.43	\$ 66.43	\$ 68.42	\$ 70.48	\$ 71.89
(1)	Rigging package to fly Meyer's		\$ -	\$ -	\$ -	\$ -	\$ -
(1)	System processing/power amps as required for monitors, 8 Passive monitor	Meyer Galileo 616	\$ 647.68	\$ 647.68	\$ 667.11	\$ 687.12	\$ 700.87
(6)	Wedges, cabling, 3 EQ mixes max.	QSC K12	\$ 930.00	\$ 930.00	\$ 957.90	\$ 986.64	\$ 1,006.37
(2)	DI Boxes	Whirlwind Imp2	\$ 26.35	\$ 26.35	\$ 27.14	\$ 27.95	\$ 28.51
Meadows Stage Sound Equipment Package Cost - RUN OF FAIR TOTALS			\$ 8,200.39	\$ 8,200.39	\$ 8,446.40	\$ 8,699.79	\$ 8,873.79
MEADOWS STAGE SOUND EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 42,420.77

Sound Labor Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
	Labor		Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Sound Labor Package (ALL VENUES) - RUN OF FAIR TOTALS			\$ 31,200.00	\$ 31,200.00	\$ 32,136.00	\$ 33,100.08	\$ 33,762.08
SOUND LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 161,398.16

CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT & LABOR)			\$ 54,677.53	\$ 54,677.53	\$ 56,226.63	\$ 57,913.43	\$ 59,081.68
TOTAL BID (ALL VENUES, ALL FIVE YEARS)							\$ 282,576.80

-End Exhibit F-

## **EXHIBIT G – EQUIPMENT SAFETY POLICY**

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

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

### **Operating Forklift**

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

### **Operating Man Lift**

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

### **Operating Scissor Lift**

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

*Safety First – It Starts with You*

-End Exhibit G-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER

**SA-057-15HV**

REGISTRATION NUMBER

**1409473**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**XL VIDEO, INC.**

2. The term of this Agreement is: **05/01/15** through **12/31/16** **FED ID:**  
**with three (3) one-year options to renew at the sole discretion of the District**

3. The maximum amount of this Agreement is: **\$390,770.00**  
**Not to exceed \$1,011,370.00 with inclusion of option years**

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

Exhibit A – Scope of Work – **To provide video equipment and production services at the Hangar Building, Plaza Stage, Junior Livestock Auction and other locations for the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Pages 1 – 16

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 17

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 18 – 21

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 22 – 25

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 26 – 28

Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement) Pages 29 – 30

Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement) Page 31

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

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

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

**CONTRACTOR**

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

**XL VIDEO INC.**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Cary Tan, Chief Financial Officer**

ADDRESS

**3380 N. San Fernando Road, Los Angeles, CA 90065  
(818) 765-7700**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General Services  
Use Only**

☐ Exempt per:



## **EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide video equipment and production services for The Hangar Building, Plaza Stage, Junior Livestock Auction and other locations at the OC Fair & Event Center 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. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Contracted Financial Proposal Bid Form (Exhibit F). Pricing is inclusive of all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality video systems for The Hangar Building and various sites including, but not limited to, the Plaza Stage and Junior Livestock Auction.
3. Contractor shall provide versatile personnel and sound equipment capable of meeting the varied requirements contained herein.
4. Contractor shall provide qualified personnel to set up equipment, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
5. Contractor shall be responsible for maintaining video and video-related equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in/at The Hangar Building, and various locations including, but not limited to, the Plaza Stage and Junior Livestock Auction, as specified by the District, and according to the performance schedule.
7. Contractor shall provide video equipment and personnel for a minimum of twenty-three (23) performance days/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 performances.
8. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
9. 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.
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 B.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 video 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 for purposes of this Agreement shall be implemented.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

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. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment lists and setup requirements for the 2015 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance types and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Contracted Financial Proposal Bid Form (Exhibit F).
15. All video equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors 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.
16. The final layout of video equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
17. Unless otherwise directed by the District, Contractor shall record all performances in the Hangar onto a hard drive, as well as a DVD. Contractor's recording of shows shall be supplied to the District on a weekly basis. Weekly submittal day shall be determined by the District.
18. The District may require items not called out in this Agreement. The District is to be billed at a rate no greater than the amount charged for similar items listed in the Agreement for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
19. Upon contract execution, Contractor shall immediately begin an analysis and development of video systems for the 2015 OC Fair and shall submit to the District for approval, a finalized video design, implementation, equipment and operations plan (including backup plan) no later than the end of 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.
20. Contractor shall present, for District review and approval, a video 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 video design, implementation, equipment and operations plan (including backup plan) 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.
21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of video configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

**B. EQUIPMENT QUALITY AND REQUIREMENTS**

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. 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 venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Equipment may be modified by the District at any time.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. 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 two (2) 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. Any failure(s), including, but not limited to, instrument, system component, and/or 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 video system is maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
11. Contractor shall provide and install all power distribution for the complete video system, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
12. 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.
13. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
14. All racks shall have low noise cooling fans and adequate front panel lighting.
15. Contractor understands this Agreement does not contain exhaustive or complete information for the full functionality of the video system. Specific equipment is called out in this Agreement as required for the overall functionality of the video system; however Contractor is responsible for ensuring a complete and fully functional video design package.
16. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a high-quality and cost-effective design. (Substitutions of LED screens are not permitted.)
17. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

19. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
20. Contractor shall immediately notify District Management of any hazardous conditions.

**C. VENUE DESCRIPTIONS AND REQUIREMENTS**

**1. The Hangar Building**

- a. The Hangar Building seats approximately 1,430 people in a conventional arena flat seating-style, with additional standing room for 225 individuals.
- b. Contractor shall provide video equipment and personnel to support various community acts and presentations throughout the day, followed by a mid-level headliner band performance and video presentation at night. The nightly video presentation consists of a pyrotechnic display with coordinated musical, lighting and video accompaniment. This show takes place inside The Hangar Building as well as outside in the Main Mall area each night of the OC Fair.
- c. Contractor shall provide a live production system and camera(s), as well as a playback system/server for the District's two (2) existing Christie Roadstar HD12K projectors/screen (projectors operated in parallel for increased brightness), as well as provide two (2) outdoor LED screens.
- d. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- e. The Hangar Building video system must bring the excitement of the on-stage show to the audience, inside The Hangar and outside on the Main Mall.
- f. Front of house (FOH) is in the rear of the audience section, approximately 100' from the stage lip. The video system control position is FOH.
- g. Contractor shall provide a video system which utilizes a minimum of three (3) cameras, a video server and a computer as input sources. Camera locations include:
  - i. Camera #1 shall be located on FOH platform, and requires a professional-quality zoom lens.
  - ii. Camera #2 is a wired, handheld camera with a minimum 200' cable to be used near stage/onstage.
  - iii. Camera #3 is a robotic head, which shall be placed stage left or right for additional fixed stage and/or band shots.
- h. The Hangar Building video system requires the following capabilities:
  - i. Provide live feeds from cameras to District projectors, as well as outside LED screens. Format requirements are different between the systems, e.g. LED screens have a different aspect ratio/resolution than the District's projectors.
  - ii. The District's evening highlight show consists of audio, video, pyrotechnics and lighting leading into a live headline band. The show is played back on a Contractor-provided video server based on content provided by the District. Typically, two (2) channels of audio are required: one is show audio; one is time code for pyrotechnic synching. System should be capable of outputting up to three (3) independent video feeds, as District screens, LED screen left and LED screen right.
  - iii. Ability to simultaneously display any combination of still/playback graphics and/or live shots on all displays, as well as the ability to quickly and smoothly fade or switch between at least two (2) playback sources and/or between multiple live camera sources. Combinations are to be determined by the District.



### **EXHIBIT A – SCOPE OF WORK (CONT.)**

- iv. The District requires District-specified graphic(s) to appear on the bottom portion of all displays at all times. Graphic(s) will be provided by the District. Contractor shall be responsible for implementing graphic overlay.
- v. Possess graphic software with which Contractor can create/manipulate basic video graphics (e.g. show time changes, logo manipulation, etc.).
- i. The District's system requires two (2) HD-SDI feeds.
- j. Cameras should have the ability to track a high dynamic range of rapidly varying lighting conditions, as is typical for a stage environment, such that visible digital noise as well as over/under exposure do not occur.
- k. Contractor must provide multiple means of communication with the Video Director, from all camera and graphic/switching areas, as well as the FOH audio operator.
- l. Contractor shall rig video system according to the design provided by the District.
- m. Prior to installation on District property, Contractor's system must be tested and determined to be free of any hum bars, dead/stuck pixels, and dead/non-functioning tiles. Consistent system grounding must be provided for all systems.

### **2. Plaza Stage**

- a. The Plaza Stage will be located in the new Pacific Amphitheatre plaza grounds area for the 2015 OC Fair. As this is a new venue for 2015 and is currently under construction, the exact video plan is currently unknown.
- b. The Plaza Stage seating area will accommodate seating for approximately 750 people with additional standing room in the open plaza area surrounding the stage. The final seating arrangement will be provided to Contractor as soon as practicable prior to the OC Fair.
- c. During the annual OC Fair, this venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- d. Various performances will take place on the Plaza Stage, including community acts during the day, and a hypnotist and sand artist at night. In 2015, Contractor shall provide equipment and personnel to support the nightly sand artist performance for the full 23-day run of the OC Fair.
- e. Contractor shall be prepared to provide the equipment to meet the current system plan as detailed in this Agreement and make adjustments in system layout. No additional cost shall be charged to the District for redesign of the venue utilizing the same equipment. A contingency of \$10,000.00 will be added to the contract for each year to accommodate the final video design for the venue, should additional or different equipment be required by the District.

### **3. Junior Livestock Auction**

- a. The Junior Livestock Auction is a one (1)-day event held in the Livestock Show Ring.
- b. The Auction typically operates on a Saturday during the annual OC Fair from 8:00 a.m. to 5:00 p.m.
- c. Contractor shall install four (4) District-provided 42" LCD screens/component video to District-provided circle truss.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- d. Contractor shall rotate three (3) pieces of content via switcher, including:
  - i. Lot Number Slide (computer VGA)
  - ii. Handheld Camera
  - iii. Robotic Camera
- e. Contractor shall record all footage to hard drive.

**D. PERSONNEL SERVICES AND REQUIREMENTS**

**1. General Requirements**

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all video systems. These technicians must also be available at all times for technical, operational or supervisory assistance. Contractor has provided a flat fee for all personnel required to fulfill these services on the Contracted Financial Proposal Bid Form (Exhibit F).
- b. All video personnel shall have experience with pop music stage shows and the understanding of this type of live, on the spot video production.
- 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 twenty-three (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 video setup, all twenty-three (23) days of the Fair and the final video strike. Technicians must be present each day when the performers arrive and will remain onsite through the strike of each day or night event.
- g. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

**2. Setup and Teardown Requirements**

- a. 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. Contractor must supply video personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- b. Contractor shall be required to provide 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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

- c. For 2015, it is anticipated Contractor will begin setup on July 12, 2015, and shall have all equipment set up and operational by 5:00 p.m. on July 16, 2015, and ready for a full system/crew rehearsal that evening. Exact dates for 2015 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. 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.
- d. Teardown begins the day after the last performance. 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.
- e. 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.
- f. 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 OC Fair run. Photos provided by Contractor as part of their proposal dated April 6, 2015 and/or in response to this Agreement shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph B.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-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.

**3. Show/Rehearsal Crew Requirements**

- a. Contractor shall, at minimum, provide personnel support for each venue as follows:
  - **The Hangar Building:** One (1) Video Director, one (1) System Technician, and two (2) Camera Operators. The District may supply additional Camera Operators.
  - **The Plaza Stage:** One (1) System Technician
  - **Junior Livestock Auction:** One (1) Video Director, One (1) System Technician, One (1) Camera Operator
- b. Contractor shall supply personnel to operate and maintain video system and cameras during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 9:00 a.m. and ends at midnight. Operators shall arrive one (1) hour prior to OC Fair opening each day. Operations cease at approximately 11:00 p.m. each performance night.
- c. Contractor's Video Director shall be experienced with shooting live stage music, and understand the requirements of pop music shows for rapid switching from artist to artist during solo parts along with the ability to capture the stage environment and portray it to the audience on all screens.
- d. Video Director shall be competent in playback shows involving multiple disciplines such as multiple video and/or projector displays, live play back, still play back, live cameras, and synching to lighting and pyrotechnic displays.
- e. Video Director shall provide technical support and expertise in terms of loading all OC Fair still/live content onto server, manipulating the various feeds to the three screens, and working with the different formats required for the three screens.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- f. Contractor shall be available for a full system/crew rehearsal the evening of July 16, 2015, at a time to be mutually determined by Contractor and the District.
- g. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- h. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- 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.
- j. Contractor's personnel shall adapt and be flexible to reasonable requests regarding video system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.

**E. CONTRACTOR'S PROPOSED 2015 OC FAIR EQUIPMENT LIST**

- 1. Contractor shall deliver the below equipment list as excerpted from Contractor's proposal dated April 6, 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 Proposal per Paragraph A, Item 20.
- 4. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair.
- 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 system and design(s) are complete and fully functional.
- 7. The proposed equipment list for the 2015 OC Fair is as follows:

a. The Hangar Building

**LED SCREEN**

**(Package shall be inclusive of all fly hardware, power cabling, data cabling, power distribution)**

(2) ROE Magic Cube 7H BLACK 12'W X 19.69' H 7mm LED SCREENS

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**LED IMAGE PROCESSING**

**(Package shall be inclusive of distribution amplifiers, power cabling, data cabling, power distribution, etc.)**

- (2) ROE-CS-905M LED Image processors
- (2) Folsom ImagePro HD convertor
- (1) DELL 2408WFPB 24" LCD Monitor

**PPU (rack mounted)**

- (1) BlackMagic ATEM2 HD Seamless video switcher
- (2) Folsom ImagePro HD convertor
- (1) Furman PL-8 power conditioner
- (6) Marshall M-LYNX-70 8" color monitors
- (2) AJA KiPro HD
- (3) Toshiba D-R410 DVD player/recorder
- (1) HD-SDI BlackMagic Smart Videohub
- (1) HD-SDI Leader LV 5330 Vectorscope waveform analyzer
- (3) Clear-com communication headsets
- (1) Audio distribution amp
- (1) AJA HD10DA Video distribution amp for re-clocking
- (1) Netgear JGSS16 v2 ethernet switch 16 port

**CAMERAS (package inclusive of all power cabling and data cabling)**

- (1) Sony BRC-H700 robotic camera
- (1) Sony RM-BR300 robotic remote panel
- (1) Sony HXC-100 HD-SDI hand held wired camera
- (1) Sony HXC-100 HD-SDI camera with studio kit/tripod
- (4) Sony HXCU-100 Controller and Sony RCP-750 remote
- (1) Canon Digisuper 86 HD 70:1 long lens
- (3) Cable looms – 300'

**MEDIA SERVER**

- (1) Catalyst SAMSC V5 system
- (1) DELL 2408WFPB 24" LCD Monitor

**POWER**

- (1) Motion Labs 3 phase distro
- (1) 5 way Camlock cable @ 100'

b. Plaza Stage

**PROJECTOR**

- (1) Barco FLM8020 20K Lumen HD, 16x9 Ratio, front projection projector
- (1) 32'w x 18' h screen, 16 x 9 ratio, with support frame and all necessary rigging
- (1) Folsom HD Image Pro Converter
- (1) Dell laptop computer

c. Junior Livestock Auction

**SDI CAMERA PACKAGE**

- (1) Sony BRC-H700 robotic camera
- (1) Sony RM-BR300 robotic remote panel
- (1) Sony HXC-100 HD-SDI hand held wired camera
- (1) Panasonic MX-70 switcher with 8 inputs
- (1) AJA KiPro hard drive recorder
- (1) Composite video distribution amplifier
- (1) Dell Laptop computer



## **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* (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**

The security of the video equipment is the responsibility of the Contractor.

As much as possible, all equipment is to be secured to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m.

The security of the video equipment is the responsibility of the Contractor. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the 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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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.

8. Site Access

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

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 execution. 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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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.

**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 execution 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 specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**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. 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 Agreement.

**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.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

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 Hangar Building and Grounds Video Equipment and Production Services contract shall be from May 1, 2015 through December 31, 2016 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

**CONTRACTOR AGREES**

- A. 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.
- B. The District's Request for Proposal (RFP) for Hangar Building and Grounds Video Equipment and Production Services, HV-04-15, dated March 18, 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.
- C. The Contractor's proposal for Hangar Building and Grounds Video Equipment and Production Services, HV-04-15, dated April 6, 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.
- D. 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 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.
- B. 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.
- C. To provide temporary storage if requested by Contractor and determined necessary by the District. 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.
- D. To allow Contractor access to the District's property as necessary.
- E. The term of this contract is from May 1, 2015 – December 31, 2016, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
- F. To pay Contractor a total amount not to exceed ONE MILLION ELEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$1,011,370.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES (CONT.):**

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

<b>Hangar Building and Grounds Video Equipment and Production Services</b>	
05/01/15 – 12/31/16	\$195,260.00
05/01/16 – 12/31/17	\$195,510.00
05/01/17 – 12/31/18	\$201,075.00
05/01/18 – 12/31/19	\$206,810.00
05/01/19 – 12/31/20	\$212,715.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$1,011,370.00</b>

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45359;
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 Contracted 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 Contracted Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. 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. (No brand/model substitutions of LED screens shall be permitted.) Package pricing shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, distribution amplifiers, etc. necessary to ensure systems are whole and fully functional. Contractor is responsible to ensure a complete and fully functional video package/system is provided.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Contracted 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.

**Equipment:** In the "Equipment to be Supplied by Bidder" fields, Contractor has provided a detailed listing of the equipment (including brands/models) Contractor intends to supply in the fulfillment of the stated requirements. Contractor has provided annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Labor:** Contractor has provided a flat "OC Fair" package price for all personnel necessary to provide setup, operation, maintenance and teardown services for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair.

THE HANGAR BUILDING Video Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
<b>LED SCREENS (Package shall be inclusive of all fly hardware, power cabling, data cabling, power distribution, etc.)</b>							
2	Manufacturer: ROE Model: Magic Cube 7H Black LED's Weight: 1,971 lbs Dimensions: 12'W x 19.69'H (480 x 800 Pixels) Total Tiles Per Screen: 60 Pixel Pitch: 7 mm	No Substitution Permitted	\$ 81,000.00	\$ 81,000.00	\$ 83,430.00	\$ 85,932.90	\$ 88,510.89
<b>LED IMAGE PROCESSING (Package shall be inclusive of distribution amplifiers, power cabling, data cabling, power distribution, etc.)</b>							
2	LED Image Processor	ROE Image Processor, ROE-CS-905M	\$ 1,500.00	\$ 1,500.00	\$ 1,545.00	\$ 1,591.35	\$ 1,639.09
2	Image Pro HD Converter (or similar)	Barco Image Pro HD	\$ 3,000.00	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18
1	24" LCD Monitor	Panasonic 2408 WFPB	\$ 150.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
<b>PPU (Rack Mounted)</b>							
1	HD Seamless Video Switcher, 8 inputs, 8 outputs	Blackmagic ATEM2	\$ 6,000.00	\$ 6,000.00	\$ 6,180.00	\$ 6,365.40	\$ 6,556.36
2	ImagePRO HD Scan Converter	Barco Image Pro HD	\$ 3,000.00	\$ 3,000.00	\$ 3,090.00	\$ 3,182.70	\$ 3,278.18
1	Furman Power Conditioner	Furman Power Conditioner	\$ 100.00	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27
6	Marshall 8" Color Monitors	Marshall 2x4 - 8	\$ 500.00	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36
2	AJA KiPro HD	AJA KiPro Recorder	\$ 4,000.00	\$ 4,000.00	\$ 4,120.00	\$ 4,243.60	\$ 4,370.91
3	DVD Player/Recorder	Toshiba D-R410	\$ 150.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
1	HD-SDI Video Matrix 16x16	Lightware MX9xp DVI - Plus	\$ 2,500.00	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82
1	HD-SDI Monitor Vectorscope Waveform Analyzer	Leader Wave Form Analyzer - LV5330	\$ 250.00	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18
3	Clear-Com Communication Headsets	Clearcomm	\$ 225.00	\$ 225.00	\$ 231.75	\$ 238.70	\$ 245.86
1	Audio Distribution Amp		\$ 60.00	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56
1	Video Distribution Amp for re-clocking	AJA HD10DA	\$ 60.00	\$ 60.00	\$ 61.80	\$ 63.65	\$ 65.56
1	Ethernet Switch 16 Port	Netgear	\$ 35.00	\$ 35.00	\$ 36.05	\$ 37.13	\$ 38.25
<b>CAMERAS (Package shall be inclusive of all power cabling and data cabling)</b>							
1	Sony Robotic Camera Head HD-SDI and Sony Robotic Remote Panel	Sony BRC-H700	\$ 2,500.00	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82
1	Sony Hand Held HD-SDI Wired Camera	Sony HXC-100	\$ 2,500.00	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82
1	FOH, HD-SDI Camera with Studio Kit/Tripod	Sony HXC-100, Vinton Tripod	\$ 2,500.00	\$ 2,500.00	\$ 2,575.00	\$ 2,652.25	\$ 2,731.82
4	Sony Camera Chains	Sony	\$ 40.00	\$ 40.00	\$ 41.20	\$ 42.44	\$ 43.71
1	Canon HD 70:1 Long Lens	Canon HD 70:1	\$ 7,500.00	\$ 7,500.00	\$ 7,725.00	\$ 7,956.75	\$ 8,195.45
3	Cable Looms - 300'		\$ 150.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
<b>MEDIA SERVER (Package shall be inclusive of all power cabling and data cabling)</b>							
1	Catalyst System	Apple macpro SAMSC v5	\$ 3,500.00	\$ 3,500.00	\$ 3,605.00	\$ 3,713.15	\$ 3,824.54
1	Color Video Monitors	Marshall 2x4 - 8	\$ 250.00	\$ 500.00	\$ 515.00	\$ 530.45	\$ 546.36
<b>POWER (Package shall be inclusive of all power cabling and data cabling)</b>							
1	Motion Labs 3 Phase Distro	Motion Labs	\$ 800.00	\$ 800.00	\$ 824.00	\$ 848.72	\$ 874.18
1	Camlock Cable - 100'		\$ 150.00	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91
<b>The Hangar Building Video Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 122,420.00	\$ 122,670.00	\$ 126,350.10	\$ 130,140.60	\$ 134,044.82
<b>Personnel - Hangar Package Labor Cost - RUN OF FAIR</b>			\$ 38,685.00	\$ 38,685.00	\$ 39,845.55	\$ 41,040.92	\$ 42,272.14
<b>THE HANGAR BUILDING CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - RUN OF FAIR</b>			\$ 161,105.00	\$ 161,355.00	\$ 166,195.65	\$ 171,181.52	\$ 176,316.97
<b>THE HANGAR BUILDING VIDEO PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							\$ 836,154.13



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM**

PLAZA STAGE Video Equipment Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
<b>PROJECTOR</b>							
1	20K Lumen HD, 16x9 Ratio, Front Projection	Barco FLMHD 20,000 Lumens Projector	\$ 10,000.00	\$ 10,000.00	\$ 10,300.00	\$ 10,609.00	\$ 10,927.27
<b>SCREEN</b>							
1	32'W x 18'H Screen, 16 x 9 Ratio, Support frame to be included and attached to upstage truss	Draper Front Projection Screen	\$ 5,000.00	\$ 5,000.00	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64
<b>Plaza Stage Video Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 15,000.00	\$ 15,000.00	\$ 15,450.00	\$ 15,913.50	\$ 16,390.91
<b>Personnel - Plaza Stage Package Labor Cost - RUN OF FAIR</b>			\$ 5,000.00	\$ 5,000.00	\$ 5,150.00	\$ 5,304.50	\$ 5,463.64
<b>Plaza Stage Contingency</b> <i>(Contingency is provided to accommodate final video design for the venue in the event equipment changes are required by the District)</i>			\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>PLAZA STAGE CUMULATIVE ANNUAL TOTAL (EQUIPMENT, LABOR &amp; CONTINGENCY) - RUN OF FAIR</b>			\$ 30,000.00	\$ 30,000.00	\$ 30,600.00	\$ 31,218.00	\$ 31,854.54
<b>PLAZA STAGE VIDEO EQUIPMENT PACKAGE (EQUIPMENT, LABOR &amp; CONTINGENCY) - TOTAL BID (ALL FIVE YEARS)</b>							\$ 153,672.54

JUNIOR LIVESTOCK AUCTION Video Equipment Package - ONE DAY EVENT			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
<b>SDI CAMERA PACKAGE</b>							
1	Sony Hand Held HD-SDI Wired Camera	Sony HXC-100 / Canon GL2	\$ 750.00	\$ 750.00	\$ 772.50	\$ 795.68	\$ 819.55
1	Sony Robotic Camera Head HD-SDI	Sony BRC H700	\$ 250.00	\$ 250.00	\$ 257.50	\$ 265.23	\$ 273.18
<b>Junior Livestock Auction Video Equipment Package Cost - ONE DAY EVENT TOTALS</b>			\$ 1,000.00	\$ 1,000.00	\$ 1,030.00	\$ 1,060.90	\$ 1,092.73
<b>Personnel - Junior Livestock Auction Package Labor Cost - ONE DAY EVENT</b>			\$ 3,155.00	\$ 3,155.00	\$ 3,249.65	\$ 3,347.14	\$ 3,447.55
<b>JUNIOR LIVESTOCK AUCTION CUMULATIVE ANNUAL TOTAL (EQUIPMENT &amp; LABOR) - ONE DAY EVENT</b>			\$ 4,155.00	\$ 4,155.00	\$ 4,279.65	\$ 4,408.04	\$ 4,540.28
<b>JUNIOR LIVESTOCK AUCTION VIDEO EQUIPMENT PACKAGE (EQUIPMENT &amp; LABOR) - TOTAL BID (ALL FIVE YEARS)</b>							\$ 21,537.97

<b>CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT &amp; LABOR)</b>			\$ 195,260.00	\$ 195,510.00	\$ 201,075.30	\$ 206,807.56	\$ 212,711.79
<b>TOTAL BID (ALL VENUES, ALL FIVE YEARS)</b>							\$ 1,011,364.64

-End Exhibit F-

## **EXHIBIT G – EQUIPMENT SAFETY POLICY**

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

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

### **Operating Forklift**

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

### **Operating Man Lift**

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

### **Operating Scissor Lift**

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

*Safety First – It Starts with You*

-End Exhibit G-

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER

**SA-058-15HL**

REGISTRATION NUMBER

**1409828**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**RK DIVERSIFIED ENTERTAINMENT, INC.**

2. The term of this Agreement is: **05/01/15** through **12/31/16** **FED ID:**  
**with three (3) one-year options to renew at the sole discretion of the District**

3. The maximum amount of this Agreement is: **\$261,900.00**  
**Not to exceed \$667,500.00 with inclusion of option years**

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

Exhibit A – Scope of Work – **To provide lighting and staging equipment and production services at The Hangar Building and Action Sports Arena for the OC Fair & Event Center. See Page 2 for additional Scope of Work.**

Pages 1 – 16

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

Page 17

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

Pages 18 – 21

Check mark one item below as Exhibit D:

☒  
☐

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

Pages 22 – 25

Exhibit - D\* Special Terms and Conditions

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

Pages 26 – 28

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

Pages 29 – 30

Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)

Page 31

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

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

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

**CONTRACTOR**

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

**RK DIVERSIFIED ENTERTAINMENT, INC.**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Raymond L. Woodbury, President**

ADDRESS

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

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General Services  
Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide lighting and staging equipment and production services for The Hangar Building and Action Sports Arena 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. GENERAL REQUIREMENTS**

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Contracted Financial Proposal Bid Form (Exhibit F). Pricing is inclusive of all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality lighting and staging systems for The Hangar Building and Action Sports Arena. Quality and aesthetic of equipment are vital.
3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes, boxing/wrestling matches, demolition derby, rodeo activities, and motorcycle jumping/racing.
4. Contractor shall be responsible for multiple equipment setups and strikes, as required for both venues; setup and strike needs are dependent upon the event(s) taking place each day of performance.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
6. Contractor shall be responsible for maintaining lighting, staging and related equipment, which will remain in place from the first day of installation through the end of the last performance.
7. Contractor shall be required to set up at The Hangar Building and Action Sports Arena, as specified by the District, according to the performance schedule.
8. Contractor shall provide lighting and staging equipment and personnel for a minimum of twenty-three (23) performance days/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.
9. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation.
10. 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.
11. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph B.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
12. 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 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).



**EXHIBIT A – SCOPE OF WORK (CONT.)**

13. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this Agreement shall be implemented.
14. 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.
15. All equipment and systems must be secured in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Weights, anchors or other items used to secure equipment are 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.
16. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup 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. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Contracted Financial Proposal Bid Form (Exhibit F).
17. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
18. The District may require items not called out in this Agreement. The District is to be billed at a rate no greater than the amount charged for similar items listed in 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. Upon contract execution, Contractor shall immediately begin an analysis and development of lighting and staging systems for the 2015 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than the end of 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.
20. Contractor shall present, for District review and approval, a lighting and staging 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 design, implementation, equipment and operations plan (including backup plan) 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.
21. As part of Items 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.

**B. EQUIPMENT QUALITY AND REQUIREMENTS**

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. 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 venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. Equipment may be modified by the District at any time.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. 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 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. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Contractor shall keep adequate personnel onsite in order to make any required repairs to the lighting and/or staging system.
11. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
12. Contractor shall provide and install all power distribution for the complete systems, including 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 supply all rigging, including motors and required lifts to support installation/removal of equipment.
15. All stages require ADA-compliant stairs, safety rails, and loading ramps as well as black skirting on ALL sides.
16. Contractor understands this Agreement does not contain exhaustive or complete information for the full functionality of the lighting and staging systems. Specific equipment is called out in this Agreement as required for the overall functionality of the lighting and staging systems; however Contractor is responsible for ensuring a complete and fully functional lighting and staging design package.
17. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
18. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
19. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
21. Contractor shall immediately notify District Management of any hazardous conditions.

**C. VENUE DESCRIPTIONS AND REQUIREMENTS**

**1. The Hangar Building**

- a. The Hangar Building is an indoor venue which seats approximately 1,430 people with additional standing room for 225 individuals.
- b. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. Staging System and Equipment:
  - i. Contractor shall provide staging equipment and personnel to set up the Hangar stage, which shall be kept in place for the duration of the OC Fair and removed after the last performance.
  - ii. Contractor shall design a complete and fully functional safe stage system, capable of supporting the weight of a full band, monitors, etc., based on the basic information provided herein.
- d. Lighting System and Equipment:
  - i. Contractor shall provide lighting equipment and personnel to support various community acts and presentations throughout the day, followed by a multimedia presentation and a mid-level headliner band performance at night. The nightly multimedia presentation consists of a pyrotechnic display with coordinated musical, lighting and video accompaniment. This show takes place inside The Hangar Building as well as outside in the Main Mall area each night of the OC Fair.
  - ii. Contractor shall provide dimmable back-stage lighting, general fill, stage left and right.
  - iii. Contractor shall provide a versatile general purpose lighting system, with both conventional and moving lights, capable of meeting the varied requirements of visiting performers, and which is adaptable to a wide variety of musical genres and lighting themes.
  - iv. The lighting trusses shall fly from the Hangar ceiling grid.
  - v. Contractor shall utilize the drawings and load specifications contained in RFP HL-05-15 as the basis for determining lighting plots, fly requirements and load capacity restrictions, as required in the Hangar Building. Not shown on the lighting plot, however, are the required upstage/downstage truss systems to fly the audio system, one (1) system stage left and one (1) system stage right. At minimum, Contractor shall supply a 10' truss each side, with motors, etc., capable of supporting a minimum of 3,500 pounds each side. Each truss section will include a minimum of three (3) 1-ton motors on each side.
  - vi. Contractor shall design and provide a comprehensive show lighting system, based on the proposed minimum plot and equipment list as contained in RFP HL-05-15, to adequately cover the stage area in a typical pop or rock and roll lighting fashion.
  - vii. Contractor shall provide motors for all points, rated based on Contractor's maximum expected load. Contractor shall supply all required rigging to hang Contractor's trusses, including steel safety(s), burlap to wrap venue beams, etc.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- viii. Contractor shall submit a load plot based on the District's load capacity documents as contained in RFP HL-05-15. Drawings must be approved by a state of California certified structural engineer and stamped by same.
- ix. The control cable from dimmer world to FOH is approximately 250' long. Contractor shall supply all means of safely and properly running all cables, including protection in audience areas to prevent tripping/falling over cables.
- x. Contractor's cables from each lighting truss to dimmer world will come off the truss at a single, main point, and be bundled, upstage left, to be out of audience direct line of sight and to ensure a clean system look and hang.
- xi. Contractor shall be aware that there is a large video screen at the rear of the Hangar (rear of stage, upstage) that must be clear of all obstruction and free of any stage lighting, reflections from trussing, and shadows from truss and lights. The screen size is approximately 23' high X 40' wide.
- xii. Power is upstage left, dimmer world is stage left.
- xiii. FOH is located house right, right side of The Hangar Building, by large Hangar doors, inside venue. These doors remain open during all performances.

**2. The Hangar Building/Main Mall Show**

- a. The Main Mall is an open space corridor that functions as a main arterial route connecting various converging locations of the OC Fair & Event Center property.
- b. The Hangar Building entrance is located at the north end of Main Mall.
- c. Between the daytime and nighttime Hangar stage performances, a nightly multimedia presentation consisting of a pyrotechnic display with coordinated musical, lighting and video accompaniment takes place. This show occurs inside The Hangar as well as outside The Hangar Building in the Main Mall area each night of the OC Fair.
- d. Contractor shall provide lighting equipment and services to produce the light show portion of the evening multimedia presentation.
- e. Contractor shall provide lighting on the exterior and interior of The Hangar Building to highlight, add color and increase patron experience.
- f. This lighting will need to be synchronized to an audio track (supplied by the District) via Nickolaudio or equivalent light show programming system. Contractor to design light show in cooperation with the District.
- g. Lights will attach to exterior steel beam structure, existing nearby light towers, and existing trellis structures that are adjacent to The Hangar Building.
- h. Trussing with lighting is also required inside The Hangar Building to connect the seated patrons with the light show experience taking place outside above The Hangar Building/Main Mall area.

**3. Action Sports Arena**

- a. The Action Sports Arena is an outdoor venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m., Wednesday through Friday, and from 10:00 a.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide lighting and staging equipment and personnel to support performances and events such as X-Treme Freestyle Moto-X, Speedway Motorcycle races, Demolition Derby, Summer Fist Mixed Martial Arts, and Rodeo activities.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

d. Staging System and Equipment:

- i. Contractor shall provide staging based on different stage sizes (not used at the same time), and provide enough flexibility to allow different configurations as the needs arise, based on the multiple event types.
- ii. Contractor shall provide a staging 'kit' to allow a variety of stage sizes and heights.

e. Lighting System and Equipment:

- i. Contractor shall provide a comprehensive professional show lighting system based upon the minimum equipment list below and which will support the variety of events and performances at the Action Sports Arena.

**D. PERSONNEL SERVICES AND REQUIREMENTS**

**1. General Requirements**

- a. Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all staging and lighting systems. These technicians must also be available at all times for technical, operational assistance. Contractor has provided a flat fee for all personnel required to fulfill these services on the Contracted Financial Proposal Bid Form (Exhibit F).
- b. Contractor shall provide qualified production supervision to oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Contractor has provided a flat fee for all personnel required to fulfill these services on the Contracted Financial Proposal Bid Form (Exhibit F).
- c. Contractor shall attend pre-production meetings as required, with District Management prior to the commencement of the annual OC Fair.
- d. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- e. Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the twenty-three (23) current days of the annual OC Fair.
- f. 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.
- g. Technicians and Production Supervisor(s) must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike. Technicians and Production Supervisor(s) must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. The Action Sports Arena frequently requires event set-up and strike on Sunday evenings, Mondays and Tuesdays. The Hangar Building set-up and strike typically take place on the performance day.
- h. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.

**2. Setup and Teardown Requirements**

- a. 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. Contractor must supply personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- b. Contractor shall be required to provide equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the systems 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.
- c. For 2015, it is anticipated Contractor will begin setup on July 10, 2015, and shall have all equipment set up and operational by 5:00 p.m. on July 14, 2015. Exact dates for 2015 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. 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.
- d. Teardown begins the day after the last performance. 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.
- e. 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.
- f. Equipment shall be visually examined by District personnel 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 OC Fair run. Photos provided by Contractor as part of their proposal dated April 5, 2015 and/or in response to this Agreement shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph B.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- g. Contractor shall maintain a load-in/load-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.

**3. Show/Rehearsal Crew Requirements**

- a. Contractor shall provide a minimum of two (2) teams consisting of (1) FOH Engineer/Operator and one (1) Dimmer World Monitor/System Technician; one (1) team will support The Hangar Building and one (1) team will support the Action Sports Arena.
- b. Contractor shall also provide a minimum of one (1) full-time Production Supervisor who will oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Production Supervisor must have at least five (5) years of live entertainment production experience in a lead producer or project manager role with experience in a variety of entertainment formats including live concerts, motorized sporting events, rodeos, etc. Production Supervisor's duties shall include, but not be limited to the following:
  - i. Oversee stage, sound and lighting crews in the execution of events and performances in The Hangar and Action Sports Arena.
  - ii. Onsite liaison with artist management during equipment set-up, operation and performances, and equipment strike. Equipment set-up and strike for the Action Sports Arena frequently take place on Sunday evenings, Mondays and Tuesdays. Equipment set-up and strike for The Hangar Building typically take place on the performance day.
  - iii. Coordinate the technical advance and hospitality details for all shows and events.
  - iv. Oversee the work required to prepare the Action Sports Arena dirt infield for motorized, rodeo and other arena events.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- v. Ensure safe and consistent operation of all equipment.
- vi. Oversee maintenance of audio, lighting, backline, and video systems.
- c. The District will provide one (1) Production Supervisor Assistant to support the Production Supervisor in the fulfillment of the Hangar and Action Sports Arena venue services outlined in Item 3.b. above.
- d. Contractor shall supply personnel to operate and maintain lighting and staging systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 9:00 a.m. and ends at midnight. Operators shall arrive one (1) hour prior to OC Fair opening each day. Operations cease at approximately 11:00 p.m. each performance night.
- e. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- f. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- g. 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.
- h. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting and staging system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
- i. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's systems are supplemented for a performance. Technicians will be required to assist 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.
- j. Contractor shall be prepared to operate the lighting/staging system in cases where the performer does not bring its own lighting/staging personnel. 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 April 5, 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 A, Item 20.
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 and staging systems and design(s) are complete and fully functional.
7. Contractor's proposed equipment list for the 2015 OC Fair is as follows:

a. The Hangar Building – Staging

Main Stage:

- (1) 32' deep x 48' wide @ 4' high All Access Versa Stage
- (1) 96' OSHA approved All Access Versa Stage handrails
- (2) ADA compliant stair units with handrails
- (2) 16' truck ramps
- (4) 8' x 8' risers with option of rolling legs and static legs at various heights
- Black skirting for 3 sides of the stage, all risers and for masking handrails

FOH Riser:

- (1) 15' deep x 25' wide @ 4' high All Access Versa Stage
- (1) 48' OSHA approved All Access Versa Stage handrails
- (1) ADA compliant stair unit with handrails
- (2) 16' truck ramps
- Black skirting for 3 sides for the riser

Drapery:

- (2) 80' wide long black drape @ 35' high for masking back wall
- (2) 80' length of black ladder truss w/all necessary rigging and hoists
- (2) 80' wide x 20' tall black drape to provide masking of stage left and right

b. The Hangar Building – Lighting

- (10) Chauvet Q-Spot 560
- (24) GLP VolksLicht Z (Zoom) RGB
- (7) ETC Source Four Leko
- (5) ETC Source 4 575 Watt Par lamp on a six-bar
- (2) TMB Mole 2,600 Watt Molephay, 4 light
- (1) Lycian Super Arc, standard throw follow spot
- (1) ETC 72-way Sensor rack dimmer system
- (1) Power distribution system
- (10) 1-Ton CM chain hoists with all necessary power cable, power distro, control to fly lighting system (min quantity)
- (1) Avolites Peel or Martin M1 control console
- (1) Clear-Com intercom package with (1) master station, (6) belt packs and all necessary cabling
- (1) 300' snake/control cable
- (16) 20.5" X 5' truss sections (min quantity)
- (2) 20.5" x 10' truss sections @ 20' total length each for audio speaker systems
- (6) 1-Ton CM chain hoists with all necessary power cable, power distro, control to fly audio system
- All necessary rigging to hang trusses, including steel safety(s), burlap to wrap venue beams
- All materials and equipment necessary for backstage/side stage safety/work dimmable lighting system to adequately cover all back stage areas
- Selection of color gel, gel frames for conventional lighting
- Spare fixtures for all lighting provided and spare bulbs

**EXHIBIT A – SCOPE OF WORK (CONT.)**

c. Hangar Building/Main Mall Show

- (1) Martin M1 Console
- (8) Martin Mac 500 Profiles moving light fixtures
- (6) Chauvet Q-Wash 560 Zoom moving light fixtures
- (10) Chauvet Rogue moving light fixtures
- (42) Chauvet ColorBandPix LED Strips
- (14) Chauvet Colorado Tour 2 LED par fixtures
- (10) Chauvet Slim Par Pro LED par fixtures
- (9) 20.5" x 10' truss sections
- (4) 1-Ton CM chain hoists with all necessary power cable, power distro, control to fly lighting system
- (1) Nicklaudio unit and HP Touchscreen computer programming system
- (6) Chauvet Wireless controllers for complete system

d. Action Sports Arena – Staging

- (1) 24' deep x 40' wide @ 4' high All Access Versa Stage
- (1) All necessary hardware for 3' and under configuration with staging listed above
- (1) 80' OSHA approved All Access Versa Stage handrails
- (2) ADA compliant stair units with handrails
- (2) 16' truck ramps
- (4) 8' x 8' risers with option of rolling legs and static legs at various heights
  - Black skirting for 3 sides of the stage and all risers
- (1) 80' of steel blow through barricade

e. Action Sports Arena – Lighting

- (8) 20.5" x 25' tall truss towers w/steel bases and water ballasts
- (10) 20.5" x 10' truss sections
- (120) 1k Par 64 fixtures
- (12) ETC Source 4 Lekos with various degree lenses
- (8) ETC Source 4 pars with gel frames
- (2) TMB 4-light Molephays
- (32) Chauvet Colorado Tour 2 LED par fixtures
- (2) Xenon Super Trooper follow spots
- (1) ETC Sensor 72 way dimmer
- (1) Martin M1 lighting console
- (6) 1-Ton CM chain hoists with all necessary power cable, power distro and control
- (1) Clear-Com intercom package with (1) master station, (3) belt packs and all necessary cabling
  - Selection of color gel, gel frames for conventional lighting
  - Spare fixtures for all lighting provided and spare bulbs
  - All necessary rigging for set up, operation, and tear down of system
  - All necessary cabling & power distribution
  - All necessary safety rope, ladders, harnesses and expendables

**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.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

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

The security of the equipment is the responsibility of the Contractor. As much as possible, all equipment is to be secured to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the 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.

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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

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.

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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**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.

**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. 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 Agreement.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**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 Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services contract shall be from May 1, 2015 through December 31, 2016 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES**

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services, HL-05-15, dated March 24, 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 Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services, HL-05-15, dated April 5, 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 if requested by Contractor and determined necessary by the District. 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 May 1, 2015 – December 31, 2016, 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 SIX HUNDRED SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$667,500.00), 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>Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services</b>	
05/01/15 – 12/31/16	\$130,950.00
05/01/16 – 12/31/17	\$130,950.00
05/01/17 – 12/31/18	\$132,200.00
05/01/18 – 12/31/19	\$136,700.00
05/01/19 – 12/31/20	\$136,700.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$667,500.00</b>



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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45365;
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 Contracted 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 Contracted Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. 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. (No brand/model substitutions of stage systems shall be permitted.) Package pricing shall be inclusive of all fly hardware, rigging, safety equipment, burlap wrap, power cabling, data cabling, power distribution, spare fixtures, color gels and any other items required to ensure systems are whole and fully functional.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Contracted 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.

**Equipment:** In the "Equipment to be Supplied by Bidder" fields, Contractor has provided a detailed listing of the equipment (including brands/models) Contractor intends to supply in the fulfillment of the stated requirements. Contractor has provided annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Labor:** Contractor has provided a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair. Contractor has provided a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the Scope of Work contained herein for the entire run of the annual OC Fair.

The Hangar Building at the OC Fair Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	<b>Stage System:</b> <b>Dimensions:</b> 48' wide X 32' deep X 4' high <b>Brand/Model:</b> All Access Versa Stage is the required stage system.  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, except extreme upstage side. Adequate ADA-compliant access stairs (both sides), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00	\$ 12,500.00	\$ 12,500.00
1	<b>FOH Platform System:</b> <b>Dimensions:</b> 25' wide X 15' deep X 4' high <b>Brand/Model:</b> The All Access Versa Stage is the required platform system.  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides. Adequate ADA-compliant access stairs (one set), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
2	80' long X 35' tall wall black pipe and drape masking systems to hang from Contractor-supplied ladder truss and motors on the rear Hangar wall from the Hangar ceiling grid, upstage, left and right of the video screen. Allow for load-in door ingress/egress.		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	80' long X 20' tall black pipe and drape masking systems to make a stage left/right mask for backstage pathway/areas		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
4	8' X 8' black rolling risers		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
10	Chauvet Q-Spot 560		\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
24	GLP VolksLicht Z (Zoom) RGB		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7	ETC Source Four Leko		\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
5	ETC Source 4 575 Watt Par lamp on a six-bar		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
2	Mole 2,600 Watt Molelay, 4 light		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Lycian Super Arc, standard throw follow spot or equivalent, assume a 150' throw		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
1	ETC 72-way Sensor rack dimmer system		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
1	Power distribution system		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
10+	1-ton Chain motors, as called for in Contractor's design. Minimum quantity shall be 10 motors, and all associated controllers, cables, etc.		\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
1	Avolites Pearl console, or operationally and technically equivalent console capable of controlling both fixed and moving lights		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
1	Clear-Com intercom package, including one (1) master station, six (6) belt packs, all associated cabling. Master to be located at FOH, belt packs for dimmer world, video control, sound control, spotlight, FOH camera		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
1	Control cable from dimmer world to FOH (length should be approximately 250')		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
16	20' X 5' truss sections (quantity and type to change based on Contractor's specific design)		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2	10' truss sections for audio, including six (6) 1-ton motors, all cabling, safety(s), etc. for hanging speaker systems		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 36,500.00	\$ 36,500.00	\$ 36,500.00	\$ 38,000.00	\$ 38,000.00
<b>HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 185,500.00



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

The Hangar Building/Main Mall Show Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Martin M1 Console		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
8	Martin Mac 500 Profiles moving light fixtures		\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
6	Q-Wash 560 Zoom moving light fixtures		\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
10	Chauvet Rogue moving light fixtures		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
42	Color bandPix LED Strips		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
14	Colorado Tour 2 LED par fixtures(10) Slim Par Pro LED par fixtures		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
1	90' of 20.5" box truss		\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
4	CM 1-ton hoists w/associated rigging hardware		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
1	Nickolaudio or equivalent light show programming system		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
6	Wireless controllers for complete system		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
<b>Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 11,900.00	\$ 11,900.00	\$ 11,900.00	\$ 11,900.00	\$ 11,900.00
<b>HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 59,500.00

Action Sports Arena Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2015	2016	2017	2018	2019
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Complete All Access Versa Stage (no deviations are acceptable) system kit capable of the following minimum configurations: • 24' x 24' x 3' high • 40' x 24' x 4' high  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, for multiple configurations.  Adequate ADA-compliant access stairs, equipment ramps (both sides), protective railings and hand rails as Contractor deems necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
1	Flight Ring Package: Examine the two (2) flight ring photographs (see Part VIII, Attachment F) and provide equipment to replicate all except the actual flight ring (sitting on Contractor's stage deck). This is to include the staging, truss uprights (20') and the box truss assembly for lighting and sound.		\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00
4	8' X 8' black rolling risers		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Complete black, steel barricade safety system, at a length of 80'		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
8	Lighting Towers (see BMX photograph, above), consisting of Tomcat (or equivalent) 30' X 20.5" truss ground supported, 25' tall assembly, with safety's, ballast as required.		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8	Light Towers Light Package (Option 1): One (1) light package for each of the above eight (8) lighting towers, to consist of: • Eighteen (18) ETC Source Four lights • Assortment of gel and gel frames, including spare lamps/bulbs		\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
8	Light Towers Light Package (Option 2): Provide a cost-effective, separately priced alternative long throw, PAR-based system for the above eight (8) light towers.		\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
1	General lighting package to facilitate the possible variety of stage configurations which shall consist of the following components, at a minimum:		\$ -	\$ -	\$ -	\$ -	\$ -
1	100' of 20.5" Box Truss		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
120	Par 64 Fixtures		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
12	Source 4 Lekos		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
8	Source 4 Pairs for floor lighting		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
2	4-Light Molefays		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
32	Chauvet COLOrado 2 LED lights		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
2	Follow Spots		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	72-Channel Dimming system		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
1	FOH Console for control		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
6	1-Ton motors and control		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
1	Clear-Com system for FOH, dimmers and spotlights		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Package of assorted gel, gel frames		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
<b>Action Sports Arena Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ 24,300.00	\$ 24,300.00	\$ 24,300.00	\$ 24,800.00	\$ 24,800.00
<b>ACTION SPORTS ARENA EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 122,500.00

Labor Package - RUN OF FAIR (Currently 23 Days)			2015	2016	2017	2018	2019
	Labor		Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Personnel - "Hangar Personnel" Package Labor Cost (includes labor for Hangar Building & Main Mall Show) - RUN OF FAIR			\$ 17,500.00	\$ 17,500.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Personnel - "Action Sports Arena" Package Labor Cost - RUN OF FAIR			\$ 15,750.00	\$ 15,750.00	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
Personnel - "Production Supervisor" (the role serves both The Hangar Building and Action Sports Arena Venues) - RUN OF FAIR			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,500.00	\$ 27,500.00
<b>Labor Package (ALL VENUES) - RUN OF FAIR TOTALS</b>			\$ 58,250.00	\$ 58,250.00	\$ 59,500.00	\$ 62,000.00	\$ 62,000.00
<b>LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$ 300,000.00

<b>CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT &amp; LABOR)</b>	\$ 130,950.00	\$ 130,950.00	\$ 132,200.00	\$ 136,700.00	\$ 136,700.00
<b>TOTAL BID (ALL VENUES, ALL FIVE YEARS)</b>					\$ 667,500.00

-End Exhibit F-



## **EXHIBIT G – EQUIPMENT SAFETY POLICY**

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

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

### **Operating Forklift**

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

### **Operating Man Lift**

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

### **Operating Scissor Lift**

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

*Safety First – It Starts with You*

-End Exhibit G-

AGREEMENT NUMBER

**SA-059-15IO**

REGISTRATION NUMBER

**1408989**

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**IMAGINATION GALLERY, INC.**

2. The term of this **04/22/15** through **04/27/15** **FED ID:**  
Agreement is:

3. The maximum amount **\$11,900.00**  
of this Agreement is:

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

Exhibit A – Scope of Work – **To provide the Wild Science exhibit at 2015 Imaginology.**  
**See Page 2 for additional Scope of Work.**

Pages 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 – 7

Check mark one item below as Exhibit D:

☒  
☐

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

Pages 8 – 11

Exhibit - D\* Special Terms and Conditions

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

Pages 12 – 14

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

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

**CONTRACTOR**

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

**IMAGINATION GALLERY, INC.**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Pam Shultz, Vice President**

ADDRESS

**3907 Via Escuda, La Mesa, CA 91941**  
**(619) 467-7980**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the “Wild Science” exhibit from April 24 – April 26 for 2015 OC Fair Imaginology.
- B. Exhibit will include a minimum of twenty-three (23) hands-on and/or visually captivating displays.
- C. Display area is ten thousand (10,000) square feet.
- D. To set up the display on Wednesday, April 22, from 12:00 p.m. – 5:00 p.m.; Thursday, April 23, from 8:00 a.m. – 5:00 p.m., and/or Friday, April 24, from 6:30 a.m. - 8:00 a.m. Setup shall be completed by Friday, April 24, at 8:00 a.m.
- E. 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. Tear down may also take place Monday, April 27, from 7:30 a.m. – 3:30 p.m.
- F. 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.
- G. Vehicles must be off grounds sixty (60) minutes prior to event opening and moved to the designated parking areas.
- H. To staff the display during the following hours:
  - Friday, April 24: 9:00 a.m. – 3:00 p.m.
  - Saturday, April 25: 10:00 a.m. – 5:00 p.m.
  - Sunday, April 26: 10:00 a.m. – 5:00 p.m.
- I. To maintain the display throughout 2015 OC Fair Imaginology. Maintenance to include materials and all necessary cleaning.
- J. 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.
- K. 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 ten thousand (10,000) square feet of exhibit space. Location and exact dimensions to be determined by the District.
- B. To provide ten (10) 50 lb. bags of corn kernel feed.
- C. To provide necessary décor and outside signage required for the exhibit.
- D. To provide access to electricity/power and water sources.
- E. To provide building security during off-hours of the event. The District is not responsible for lost and/or stolen items.
- F. To provide two (2) double-occupancy hotel rooms for four (4) nights, checking-in on Wednesday, April 22, and checking-out on Sunday, April 26.
- G. To provide one (1) RV Space in the OC Fair & Event Center campground or other area, as determined necessary by the District.
- H. To pay Contractor TWO THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$2,380.00) per day, for five (5) days, for a total sum not to exceed ELEVEN THOUSAND NINE HUNDRED DOLLARS (\$11,900.00) upon satisfactory completion of services herein required. Payment shall be made Net 10 and delivered via the US mail.



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

**BUDGET DETAIL:**

District Account #: 5780-41

**PAYMENT PROVISIONS:**

To pay Contractor TWO THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$2,380.00) per day, for five (5) days, for a total sum not to exceed ELEVEN THOUSAND NINE HUNDRED DOLLARS (\$11,900.00) upon satisfactory completion of services herein required. Payment shall be made Net 10 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.

**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.)

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

- 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. Coverage:**

**a. General Liability:**

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

**b. Automobile Liability:**

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

**c. Workers' Compensation:**

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

**d. Medical Malpractice:**

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



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

**e. Liquor Liability:**

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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

- a. For Individual Events Only – Fair, along with fair's address, is listed as the certificate holder:
  - i. 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**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**

**8. CFSA Special Events Program:**

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

**OR**

**9. 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**

**10. 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-060-15IO</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER <b>1409624</b>		

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>DRAGON KNIGHTS, INC.</b>

2. The agreement term is from **04/25/15** through **04/26/15**

3. The maximum amount payable is \$ **5,000.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **5,000.00**

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 – **Entertainment 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		CONTRACTOR'S NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>DRAGON KNIGHTS, INC.</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>Lili Noden, President</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>P.O. Box 232722, Encinitas, CA 92023-2722 (760) 635-2980</b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<b>Operating</b>	<b>5780-41</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					

**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

- A. To provide the entertainment troupe, "Dragon Knights Stilt Theater," on Saturday, April 25, and Sunday, April 26, for the 2015 OC Fair Imaginology.
- B. The troupe shall consist of a mutually agreed upon rotating mix of characters, including, but not limited to, stilt puppets, stilt dancers, d-fly wings and two (2) roving character "ships."
- C. To provide five (5) performers who shall stroll the grounds of Imaginology daily.
- D. To provide a minimum of three (3) 45-minute performances each day. At least one (1) performance each day will be a character "parade" to include all performers.
- E. Performance times shall be determined by mutual agreement of Contractor and the District.
- F. To cover all expenses and provide all props.
- G. 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.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
- B. To provide unsupervised storage location for equipment, as necessary.
- C. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
- D. To provide all necessary credentials, parking passes and photo identification.
- E. To provide performance areas.
- F. To pay Contractor TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per day for a total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) upon satisfactory completion of work herein required on Sunday, April 26, 2015.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: 5780-41

**PAYMENT PROVISIONS:**

To pay Contractor TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) per day for a total sum not to exceed FIVE THOUSAND DOLLARS (\$5,000.00) upon satisfactory completion of work herein required on Sunday, April 26, 2015.

-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-



AGREEMENT NUMBER

**SA-061-15YR**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**COUNTY OF ORANGE**

2. The term of this Agreement is: **07/01/15** through **06/30/16** **FED ID:**

3. The maximum amount of this Agreement is: **\$390,000.00**

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

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services during Year Round Events at the OC Fair & Event Center. See Page 2 for additional Scope of Work.**

Pages 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:

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

Pages 7 – 9

☐ Exhibit - D\* Special Terms and Conditions

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

Pages 10 – 12

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

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

**CONTRACTOR**

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

**COUNTY OF ORANGE**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Chair of the Board of Supervisors**

ADDRESS

**320 North Flower Street, Santa Ana, CA 92703  
(714) 834-6739**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**COUNTY AGREES:**

1. To provide and coordinate law enforcement services during Interim Events at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32<sup>nd</sup> District Agricultural Association.
2. To provide safety services during Year Round Events at all areas of the OC Fair & Event Center. Safety services shall include behavioral, criminal, and accident investigation as well as security escorts for VIP guests.
3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.
4. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.
5. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown under Section C and D of the Agreement between the State of California and the County of Orange.
6. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.
7. That the agreement between the State of California and the County of Orange 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.
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.

**STATE AGREES:**

1. To pay County the total sum not to exceed THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-

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

**BUDGET DETAIL:**

District Account #: Distribution

**PAYMENT PROVISIONS:**

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-061-15YR. Estimated rates may not be indicative of actual deployment under Section C and D of the Agreement between the State of California and the County of Orange.

The table below represents a sample of potential ranks in a deployment.

Orange County Sheriff-Coroner Department  
Estimated Hourly Rates (Effective 07/01/15)  
OC Fair & Event Center FY 2015 – 2016

Position Title	Regular (Productive)	Overtime	Extra Help (EH)
Lieutenant	\$177.18	-	
Sergeant	\$153.05	\$108.42	
Investigator	\$138.96	\$100.17	
Deputy Sheriff II	\$132.32	\$91.85	\$47.07
Deputy Sheriff I	\$116.62	\$86.90	\$46.98
Radio Dispatcher	\$70.48	\$61.46	
Class A – Black & White @ \$1.37/mile			
Class B – Full Size Sedan/Station Wagon @ \$0.66/mile			
Class C – Passenger Van @ \$1.01/mile			
Class M3 - Bus @ \$3.43/mile			
Dataline (Telephone) Costs @ \$342.05/Mo. for 11 Months*			

*\*Beginning August 1, 2015*

Payment will be made Net 30 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 date(s) worked, hours worked per person per day, employee classification title, and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45372. 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:**

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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



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

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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



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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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





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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

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

**A. Insurance Certificate:**

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

**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. Coverage:**

**a. General Liability:**

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

**b. Automobile Liability:**

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

**c. Workers’ Compensation:**

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

**d. Medical Malpractice:**

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

**e. Liquor Liability:**

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



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

**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:
  - i. 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

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

**7. Insured:**

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

**OR**

**B. CFSA Special Events Program:**

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

**OR**

**C. Master Certificates:**

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

**OR**

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

**B. Primary Coverage:**

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



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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

AGREEMENT NUMBER

**SA-062-15FT**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**COUNTY OF ORANGE**

2. The term of this Agreement is: **07/17/15** through **08/16/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$500,000.00**

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

Exhibit A – Scope of Work – **To provide and coordinate law enforcement services at the 2015 OC Fair. See Page 2 for additional Scope of Work.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Pages 3 – 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 7

Check mark one item below as Exhibit D:



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

Pages 8 – 10



Exhibit - D\* Special Terms and Conditions

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

Pages 11 – 13

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

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

**CONTRACTOR**

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

**COUNTY OF ORANGE**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Chair of the Board of Supervisors**

ADDRESS

**320 North Flower Street, Santa Ana, CA 92703  
(714) 834-6739**

**STATE OF CALIFORNIA**

AGENCY NAME

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

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

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**COUNTY AGREES:**

1. To provide and coordinate law enforcement services during the 2015 OC Fair at all areas of the OC Fair & Event Center, including, but not limited to, permanent and temporary buildings, parking lots, fenced areas, within the perimeter gates, and the Pacific Amphitheatre and Action Sports Arena venues for the 32<sup>nd</sup> District Agricultural Association.
2. To provide safety services during the 2015 OC Fair at all areas of the OC Fair & Event Center. Safety services shall encompass behavioral, criminal, and accident investigation as well as security detail for onsite banking location(s) and escorts for VIP guests.
3. To provide all staffing, supervision, services, supplies, transportation, training and equipment necessary to deliver services.
4. To attend a pre-Fair meeting with District staff in June 2015, a post-Fair meeting with District staff in September 2015, and other meetings during the 2015 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by County and the District.
5. To communicate the deployment schedule to the District's Safety & Security Supervisor in order to coordinate dates and times of service. Deployment needs shall be determined by the County based upon event history and type.
6. Services shall be charged based upon actual staff deployed and the hourly rate per person/position as shown under Section C and D of the Agreement between the State of California and the County of Orange.
7. If additional services are needed beyond the anticipated scope of work herein required, the State and County shall mutually agree upon an amended agreement amount and/or contract value.
8. That the agreement between the State of California and the County of Orange 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.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

1. To pay Contractor the total sum not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to be paid monthly upon satisfactory completion of work herein required and upon receipt of proper itemized invoice from the County of Orange.

-End Exhibit A-



**BUDGET DETAIL:**

District Account #: 5101-52

**PAYMENT PROVISIONS:**

COUNTY employee estimated hourly rates are provided to STATE for use in the STATE budgetary process and the STATE Standard Agreement SA-062-15FT. Estimated rates may not be indicative of actual deployment under Section C and D of the Agreement between the State of California and the County of Orange.

The table below represents a sample of potential ranks in a deployment.

Orange County Sheriff-Coroner Department  
Estimated Hourly Rates (Effective 07/01/15)  
2015 OC Fair

Position Title	Regular	Overtime	Extra Help (EH)	Reg. Prod.
Lieutenant	\$147.02	\$84.31		
Sergeant	\$128.57	\$107.10		
Investigator	\$113.38	\$94.29		
Deputy Sheriff II	\$108.81	\$86.46	\$44.13	
Deputy Sheriff I	\$95.24	\$81.80	\$44.04	
Radio Dispatcher	\$56.34	\$57.71		
Sheriff's Special Officer II	\$57.55	\$58.64		
Sheriff's Special Officer I	\$42.49	\$41.11		
Sheriff's Community Services Officer	\$44.36	\$43.33		
Correctional Services Technician	\$45.86	\$44.96		
Supervising Radio Dispatcher	\$63.32	\$65.86		
Extra Help - Office Specialist			\$25.29	
Communications Coordinator II EH			\$41.14	
Radio Dispatcher EH			\$36.91	
Radio Dispatcher Trainee	\$44.70	\$44.07		
Telecommunication Engineer III				\$122.32
Reserve Deputy Sheriff		TBD		
Class A – Black & White @ \$1.37/mile				
Class B – Full Size Sedan/Station Wagon @ \$0.66/mile				
Class C – Passenger Van @ \$1.01/mile				
Class F – Support Vehicle @ \$1.75/mile				
Class G – Full Size and Mini Cargo Van @ \$0.93/mile				
Class J – Black & White SUV @ \$1.48/mile				
Class M2 – Tractor @ \$8.35/mile				
Class M6 – Mobile Command Center @ \$50.97/mile				
Samantha I & II @ \$23.31 (Equipment cost rate per day)				
Samantha I & II @ \$2,495.88 (Labor cost rate per dispatch)				
Dataline (Telephone) Costs @ \$342.05/Mo. for 1 Month				
Notes:				
- Lieutenant is paid straight overtime with overtime benefits.				
- Rates include all applicable benefits and overhead.				
- Transportation rates are from FY 15-16 Transportation Study.				
- TBD = To be determined				



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS (CONT.)**

**PAYMENT PROVISIONS (CONT.):**

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

Invoice shall include a final report detailing the actual date(s) for which services were rendered as well as employee classification titles, shift start and end time, hours worked and employee's hourly rate.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45371. 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:**

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, agents and employees, from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors or omissions of the State, its employees or agents.

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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



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

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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



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

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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

**20. LOSS LEADER:**

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



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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

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

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

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

**A. Insurance Certificate:**

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

**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. Coverage:**

**a. General Liability:**

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types **with a paid gate** and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

**b. Automobile Liability:**

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks, or other licensed vehicles) on fairgrounds.

**c. Workers’ Compensation:**

Workers’ Compensation coverage shall be maintained covering contractor/renter’s employees, as required by law.

**d. Medical Malpractice:**

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

**e. Liquor Liability:**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:
  - i. 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

**7. Insured:**

The contractor/renter must be specifically listed as the insured.

**OR**

**B. CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

**OR**

**C. Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

**OR**

**D. Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

**A. Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

**B. Primary Coverage:**

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.





**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**C. Contractor's Responsibility:**

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER

**SA-063-15FT**

REGISTRATION NUMBER

**1410330**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**COSTA MESA POLICE DEPARTMENT**

2. The term of this **06/01/15** through **09/30/15** **FED ID:**  
Agreement is:

3. The maximum amount **\$365,000.00**  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To provide and coordinate traffic management services during the 2015 OC Fair. See Page 2 for additional details.** Pages 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:

☒  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Pages 7 – 9

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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COSTA MESA POLICE DEPARTMENT**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Ronald Lowenberg, Interim Police Chief**

ADDRESS

**P.O. Box 1200, Costa Mesa, CA 92626  
(714) 754-5115**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
Sharon M. Augenstein, Chief Financial Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General  
Services Use Only**

☐ Exempt per:



**EXHIBIT A – SCOPE OF WORK**

**CONTRACTOR AGREES:**

1. To provide and coordinate traffic management services for the 2015 OC Fair at the OC Fair & Event Center.
2. To attend a pre-Fair meeting with District staff in June 2015, a post-Fair meeting with District staff in September 2015, and other meetings during the 2015 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by Contractor and the District.
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/titles, 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 THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$365,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5102-51

**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/titles, shift start and end time, hours worked and employee's hourly rate.

All invoicing must be itemized and include the District's Purchase Order (PO) number 45373. 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.

**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-16-11SS</b>	<b>#3</b>
REGISTRATION NUMBER	
<b>1115979</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

**SILVERADO STAGES, INC.**

2. The term of this Agreement is **01/01/15** through **12/31/15** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$270,725.00 Amendment**  
**\$1,229,775.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #16-11SS, dated December 22, 2010, between the District and Silverado Stages, Inc. is hereby amended as follows:**



**CONTRACTOR AGREES:**

1. To amend the original contract to provide shuttle services for the OC Fair & Event Center with the third and final option year to renew at \$270,725.00.
2. To meet with the District no later May 30, 2015 to discuss and finalize the operations and service plan for the 2015 OC Fair. The finalized operations and service plan shall detail the requirements to which Contractor shall be required to perform for the 2015 OC Fair.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed ONE MILLION TWO HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$1,229,775.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<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>SILVERADO STAGES, INC.</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sharron Galusha, President</b>		
ADDRESS <b>241-B Prado Road, San Luis Obispo, CA 93401</b> <b>(805) 545-8400</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</b> <b>Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

☐ Exempt per:

Account #: Distribution

**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15 IO FE-01	All-American Boys Chorus	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-04	OC Vaulting	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-05	Arts & Learning Conservatory	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-06	Hoag Memorial Hospital-Project Wipeout	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-07	The Open School	Imaginology	Exhibitor	TBD	04/23/15-4/26/15	\$0.00
15 IO FE-08	Boy Scouts of America-Newport Sea Base	Imaginology	Exhibitor	TBD	04/24/15	\$0.00
15 IO FE-09	Blind Children's Learning Center	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-10	Child Creativity Lab	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-11	Christ Lutheran School	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-12	OC Deaf Advocacy Center	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-13	EF High School Exchange Year	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-14	Environmental Nature Center	Imaginology	Exhibitor	TBD	04/23/15-04/24/15	\$0.00
15 IO FE-15	California Homeschool Network	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-16	City of Laguna Hills-Fossil Finders Fixers Program	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-17	Girls Incorporated of Orange County	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-18	Scholastic Book Fairs	Imaginology	Exhibitor	Anaheim Building	04/23/15-04/26/15	\$0.00
15 IO FE-19	Heritage Museum of Orange County	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-20	Oak Canyon Nature Center	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-21	Ocean Institute	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-22	Host a Frenchie-OUI-CONNECT LLC	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00

**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15 IO FE-23	Inside the Outdoors-Orange Co. Dept. of Education	Imaginology	Exhibitor	OC Promenade	04/23/15-04/24/15	\$0.00
15 IO FE-24	Mountain & Sea Educational Adventures	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-25	Orange Coast Musical Arts	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-26	The Energy Coalition (PEAK Program)	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-27	North Orange County Community College District School of Continuing Education	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-28	Orange County Vector Control District	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-29	QGITS	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-30	Orange County Fine Arts	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-31	Job's Daughters International	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-32	US Navy League Cadet Corps-Training Ship Vammen	Imaginology	Exhibitor	TBD	04/23/15-04/25/15	\$0.00
15 IO FE-33	Orange County Model Engineers	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-34	Orange County Water District	Imaginology	Exhibitor	TBD	04/23/15-04/24/15	\$0.00
15 IO FE-35	Pretend City Children's Museum	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-36	Rock N' Roll Camp for Girls Orange County	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-37	Southern California PGA Foundation-Neighborhood Golf	Imaginology	Exhibitor	TBD	04/23/15-04/25/15	\$0.00
15 IO FE-38	Vanguard University of Southern California	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-39	Orange County Head Start	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-40	ExplorOcean	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-41	YMCA of Orange County	Imaginology	Exhibitor	Main Mall	04/23/15-04/26/15	\$0.00
15 IO FE-42	Serving Kids Hope (AKA Dr. Riba's Health Club)	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00

**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15 IO FE-43	Santiago Canyon Community College-Gemology Dept.	Imaginology	Exhibitor	Anaheim Building	04/23/15-04/26/15	\$0.00
15 IO FE-44	Healthy Smiles for Kids of Orange County	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-45	ANDesign Lab	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-46	California Fire Museum	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-47	Angels Booster Club	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-48	Recess Revolution	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-49	El Toro Battalion Navy Sea Cadet Corp	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-50	Circle Painting	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-51	Orange County Mini Maker Faire	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-52	Orange County Module Railroaders	Imaginology	Exhibitor	OC Promenade	04/23/15-04/26/15	\$0.00
15 IO FE-53	Orange County Educational Arts Academy - OCEAA	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-54	Pythian Youth Camp and Foundation	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-57	CMS Education	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-58	Western Antique Power Associates	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-59	Prehistoric Pets-The Reptile Zoo	Imaginology	Reptile exhibit	Anaheim Building	04/23/15-04/26/15	\$0.00
15 IO FE-60	Dave Hubert	Imaginology	Vintage Steamer Fire Engine and traveling truck and trailer exhibit	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-61	HomeSchool Association of California	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-62	Traveling Stories	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-63	Orangethorpe Elementary Multiage Program	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
15 IO FE-64	Academy of Model Aeronautics, Inc. / Harbor Soaring Society	Imaginology	Model Aeronautics exhibit and activities	TBD	04/23/15-04/26/15	\$0.00

**OC FAIR & EVENT CENTER**  
**RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
15 IO FE-65	Duck-A-Thon	Imaginology	Exhibitor	TBD	04/23/15-04/26/15	\$0.00
R-014-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	04/01/15-04/02/15	\$12,321.50
R-015-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	06/10/15-06/11/15	\$12,321.50
R-016-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	08/26/15-08/27/15	\$12,321.50
R-017-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	10/14/15-10/15/15	\$12,321.50
R-018-15	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	12/02/15-12/03/15	\$12,321.50
R-039-15	International Speedway, Inc.	International Speedway	Motorcycle races	Action Sports Arena	05/15/15-09/26/15	\$54,043.08
R-041-15	Orange County Wine Society	Orange County Wine Society Wine Auction	Auction	Huntington Beach Building	04/18/15	\$2,870.50
R-054-15	Associated Plumbing, Heating, Cooling Contractors of OC dba PHCC ORSB	PHCC - Trade Connect Expo 2015	Trade show	Huntington Beach Building, The Courtyard	10/16/15-10/17/15	\$13,216.00
R-059-15	United Scottish Society, Inc.	Scottish Fest	Cultural festival	All Grounds	05/20/15-05/25/15	\$80,366.50
R-061-15	The OC Marathon	The OC Marathon	Marathon	All Grounds	04/29/15-05/04/15	\$100,000.00 minimum (\$74,430.50 payable by 03/30/15)
R-062-15	Cruisin' For A Cure	Cruisin' For A Cure	Car show	All Grounds	09/24/15-09/27/15	\$59,067.75
R-068-15	Sugar Plum Festivals	Sugar Plum Arts & Crafts Festival	Consumer show	Costa Mesa Building	09/28/15-10/04/15	\$28,736.00
R-076-15	N-Effect Productions	Northwood High School Grad Night 2015	Grad night	Costa Mesa Building	06/17/15-06/18/15	\$7,767.50
R-079-15	Sand Sports Super Show	Sand Sports Super SWAP - Off-Road & Motorcycle Swap Meet	Swap meet	Lot I	03/14/15-03/15/15	\$4,237.00
R-092-15	N-Effect Productions	Tesoro High School Grad Night 2015	Grad night	Costa Mesa Building	06/19/15-06/20/15	\$7,767.50
R-094-15	Magic Trees	Magic Trees	Christmas tree lot	Lot E	11/27/15-12/18/15	\$20,696.00
R-097-15	GemmStone, LLC	CAKE Expo	Cake expo	The Hangar	10/16/15-10/19/15	\$33,023.00
R-098-15	Tex*us Guitar Shows, Inc.	CA World Guitar Show	Consumer show	The Hangar	08/21/15-08/24/15	\$15,050.00

OC FAIR & EVENT CENTER  
RENTAL AGREEMENTS FOR BOARD APPROVAL  
APRIL 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-101-15	Barrett-Jackson Auction Co. LLC	Barrett-Jackson Trailer Space Rental	Parking space rental	Lot G	04/01/15-06/30/15	\$1,350.00 paid quarterly (Based upon \$450.00 per month space rental)
R-103-15	Lucky 7	Lucky 7 Trailer Rally	Trailer rally	Campground	04/17/15-04/19/15	\$25.00 per night per RV
FT-050-15	Oh My Gaga	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-058-15	Wings on Wheels dba Hobo Co Pizza	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-059-15	3 Take Da Good Life Inc. dba Samurai Burrito	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **All-American Boys Chorus** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**All-American Boys Chorus**  
1055 Arlington  
Costa Mesa, CA 92626

**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.**

APR -8 2015

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **OC Vaulting** 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 18'x32' space in the OC Promenade. Space number to be determined. Space rental includes 18'x32' pipe and drape with 1 table and 10 chairs.**
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.

OC Vaulting - c/o G. Stout  
905 Arlington  
Costa Mesa, CA 92626

By  (sign)

Gibrán Stout (print)

Title President

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
88 Fair Drive  
Costa Mesa, CA 92626

By 

Title: Kathy Kramer, Chief Executive Officer or  
Sharon M. Augenstein, Chief Financial Officer

## **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.

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**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.**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Arts & Learning Conservatory** 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 in the OC Promenade. Space number to be determined. Space rental includes 10'x20' pipe and drape booth with 2 tables and 4 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.
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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.

**Arts & Learning Conservatory**  
**1518 Brookhollow Dr. Ste. 15**  
**Santa Ana, CA 92705**

**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 M. Augenstein, Chief Financial Officer

Title \_\_\_\_\_

## **EXHIBIT "A"**

### **OC FAIR IMAGINOLOGY 2015 RULES AND REGULATIONS**

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✓ **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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Hoag Memorial Hospital - Project Wipeout** 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'x30' space – this includes area to park vehicle for exhibit. Space number to be determined. Space rental includes 10'x10' covered canopy with 2 table and 4 chairs.**
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 received. 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.

**Hoag Hospital-Project Wipeout**  
9772 Cornerbrook Dr.  
Huntington Beach, CA 92646

**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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **The Open School** 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'x10' space APRIL 25, 2015 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 tables and 6 chairs.**
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 received. 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.

**The Open School**  
23952 Sprig St  
Mission Viejo, CA 92691

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Boy Scouts of America – Newport Sea Base** 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, FRIDAY, APRIL 24. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 chairs and water.**
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.

BSA-Newport Sea Base  
1931 West Coast Hwy  
Newport Beach, CA 92663

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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Blind Children's Learning Center** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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.

**Blind Children's Learning Center**  
18542 - B Vanderlip Ave  
Santa Ana CA 92705

**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Child Creativity Lab - Peter Chang** 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'x10' space, FRIDAY, APRIL 24 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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 received. 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.

**Child Creativity Lab - Peter Chang**  
212 Mantle  
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 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.

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## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Child Creativity Lab - Peter Chang** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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 received. 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.

**Child Creativity Lab - Peter Chang**  
212 Mantle  
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 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.

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**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Christ Lutheran School** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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. Renter 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 received. 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**Christ Lutheran School**  
760 Victoria St.  
Costa Mesa, CA 92627

**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.

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**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.

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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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **OC Deaf Advocacy Center** 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'x10' space. Space number to be determined. Space rental includes 10'x10' pipe and drape booth with 1 table and 2 chairs.**
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 received. 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.

**OC Deaf Advocacy Center**  
1001 N. French #8  
Santa Ana, CA 92701

**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**

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**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **EF High School Exchange Year – Caroline Glynn** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space, SATURDAY/SUNDAY, APRIL 25-26 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**EF High School Exchange Year**  
c/o 9941 Silver Strands Dr.  
Huntington Beach, CA 92646

**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 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.



**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Environmental Nature Center** 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 – this includes an area to park vehicle for exhibit along side of booth. FRIDAY ONLY, April 24. Space number to be determined. Space rental includes 10'x10' covered canopy with 2 tables and 2 chairs.**
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.

**Environmental Nature Center**  
1601 E. 16<sup>th</sup> St  
Newport Beach, CA 92676

**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 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.**

FORM F-31  
REVIEWED                       
APPROVED                     

AGREEMENT #: 15 IO FE -15  
DATE February 12, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **California Homeschool Network** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

California Homeschool Network  
c/o 2166 W. Broadway # 266  
Anaheim, CA 92805

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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **City Of Laguna Hills – Fossil Finders Fixers Program** 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. Space number to be determined. Space rental includes 10'x20' pipe and drape with 2 tables and 4 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.

City of Laguna Hills – Fossil Finders  
25555 Alicia Pkwy  
Laguna Hills, CA 92653

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 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.

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**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.

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**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.

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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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Girls Incorporated of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**Girls Incorporated of Orange County**  
1815 Anaheim Ave  
Costa Mesa, CA 92627

**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.



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Scholastic Book Fairs** 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 20' x 30' indoor space; Anaheim Building. Space number to be determined. Space includes 20' x 30' pipe and drape, with 6 tables and 3 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:  
**Space in exchange for book fair.**
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.

**Scholastic Book Fairs**  
2890 E. White Star  
Anaheim, CA 92843

**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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Heritage Museum of Orange County** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: By signing this Agreement, Renter 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.

Heritage Museum of Orange County  
3101 W. Harvard St.  
Santa Ana, CA 92704

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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Oak Canyon Nature Center** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 4 tables and 4 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. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Refundable deposit waived.**
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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**Oak Canyon Nature Center**  
6700 E. Walnut Canyon Road  
Anaheim, CA 92807

**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 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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Ocean Institute** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 tables and 2 chairs, electrical and water.**
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.

**Ocean Institute**  
**24200 Dana Point Harbor Dr.**  
**Dana Point, CA 92629**

**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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Host a Frenchie – OUI-CONNECT 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: **Set up April 10; Event dates April 11-13, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space, APRIL 24-26. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

### OC Fair Imaginology - April 11-13, 2014

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 received. 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.

**Host a Frenchie – OUI-CONNECT LLC**  
**24241 Avenida de Las Flores**  
**Laguna Niguel, CA 92677**

**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Inside the Outdoors – Orange Co. Dept. of Education** 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 in OC Promenade, FRIDAY ONLY, APRIL 24. Space number to be determined. Space rental includes 10'x20' pipe and drape with 3 tables and 4 chairs.**
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 waived.**
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.

**Inside the Outdoors**  
200 Kalmus Dr.  
Costa Mesa, CA 92628

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Mountain & Sea Educational Adventures** 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. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 2 table and 4 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 received. 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.

**Mtn & Sea Educational Adventure**  
P.O. Box 950  
San Pedro, CA 90277

**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 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.**

FORM F-31  
REVIEWED  
APPROVED

AGREEMENT #: 15 10 FE -25  
DATE February 12, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange Coast Musical Arts**, 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. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 2 tables and 4 chairs.**
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.

Orange Coast Musical Arts  
12671 Buaro St  
Garden Grove, CA 92840

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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **The Energy Coalition (PEAK Program)** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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 received. 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.

**The Energy Coalition (PEAK Program)**  
**47 Discovery - Suite 250**  
**Irvine, CA 90803**

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **North Orange County Community College District School of Continuing Education** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space in the OC Promenade. Space number to be determined. Space rental includes 10'x20' pipe and drape with 2 tables and 4 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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**NOCCCD Continuing Education**  
**1830 W. Romneya Dr. Bldg. B - LEAP Office**  
**Anaheim CA 92801**

**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Vector Control District** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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 received. 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.

**Orange County Vector Control District**  
13001 Garden Grove Blvd.  
Garden Grove, CA 91843

**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 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.

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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.

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**WORK PERMITS** - are required by law for all workers under the age of 18 years old.

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## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **QGITS** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 2 tables and 2 chairs and electrical.**
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### OC Fair Imaginology - APRIL 24-26, 2015

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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.

**QGITS**  
9775 Bixby Ave Apt H  
Garden Grove, CA 92841

**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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Fine Arts** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space SATURDAY AND SUNDAY ONLY, APRIL 25-26. Space number to be determined. Space rental includes 10'x10' pipe and drape booth with 1 table and 2 chairs.**
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. Renter 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 received. 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**Orange County Fine Arts**  
3851 S. Bear St. Ste B-15  
Santa Ana, CA 92704

**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 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.**

FORM F-31  
REVIEWED  
APPROVED RW

AGREEMENT #: 15 IO FE -31  
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 **Job's Daughters International – Rebecca Lane** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 2 tables and 4 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. Renter 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 PAID. 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

Job's Daughter  
c/o 10311 Riverside Dr. #201  
Toluca Lake, CA 90803

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 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.**

FORM F-31  
REVIEWED  
APPROVED

AGREEMENT #: 15 IO FE -32  
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 **US Navy League Cadet Corps - Training Ship Vammen** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space on SATURDAY, APRIL 25 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy with 2 tables and 6 chairs, water 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. Renter 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 received. 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

Navy League Cadet Corps Vammen  
802 W. Park Lane  
Santa Ana, CA 92706

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_ (sign)  
\_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title: Kathy Kramer, Chief Executive Officer or  
Sharon M. Augenstein, Chief Financial Officer

## **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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Model Engineers** 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 in the OC Promenade. Space number to be determined. Space rental includes 10'x20' pipe and drape booth with 1 table and 2 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:  

**Space in exchange for model train exhibit.**
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.

**Orange County Model Engineers**  
**433 Red Cloud Dr.**  
**Diamond Bar, CA 91765**

**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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Water District** 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'x10' space on FRIDAY, APRIL 24 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1-table and 2 chairs.**
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 waived.**
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.

**Orange County Water District**  
18700 Ward Street  
Fountain Valley, CA 92708

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Pretend City Children's Museum** 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 30'x30' space. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 2 tables and 4 chairs.**
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.

**Pretend City Children's Museum**  
29 Hubble  
Irvine, CA 92618

**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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Rock N' Roll Camp for Girls Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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. Space number to be determined. Space rental includes 10'x20' covered canopy with 2 table and 6 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.

**Rock N' Roll Camp for Girls Orange County**  
19322 Fiji Lane  
Huntington Beach, CA 92646

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Southern California PGA Foundation – Neighborhood Golf** 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 30'x30' space on FRIDAY/SATURDAY, APRIL 24-25 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 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.

**Southern California PGA-Neighborhood Golf**  
**3333 Concourse St. Bldg. 2 Ste. 2100**  
**Ontario, CA 91764**

**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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Vanguard University of Southern California** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape with 2 tables and 4 chairs, water 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:  
**Space in exchange for educational exhibit. Refundable deposit waived.**
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.

**Vanguard University of Southern California**  
55 Fair Drive  
Costa Mesa, CA 92626

**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

## **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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Head Start** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**Orange Co Head Start**  
2501 Pullman Street  
Santa Ana, CA 92705

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **ExplorOcean** 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 30'x30'x10' L-space in the OC Promenade. Space number to be determined. Space rental includes pipe and drape with 2 tables and 4 chairs, electrical and water.**
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.

ExplorOcean  
600 E. Bay Ave  
Newport Beach, CA 92661

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 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.**

FORM F-3  
REVIEWED  
APPROVED RW

AGREEMENT #: 15 IO FE -41  
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 **YMCA of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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 40'x40' space on the Main Mall. Space number to be determined. Space includes 20' x 20' covered canopy with 2 tables and 4 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 waived.**
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.

**YMCA of Orange County**  
13821 Newport Ave Suite 200  
Tustin, CA 92780

**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 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.



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Serving Kids Hope (AKA Dr Riba's Health Club)** 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. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**Serving Kids Hope  
2100 West Alton, Suite 2  
Santa Ana, CA 92704**

**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 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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Santiago Canyon Community College-Gemology Dept.** 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'x10' space in the Anaheim Building. Space number to be determined. Space includes 10'x10' pipe and drape with 1 table and 2 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:  
**Space in exchange for gem and mineral exhibit.**
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.

**SCCC-Gemology Dept.**  
c/o 15131 Trinton Lane #117  
Huntington Beach, CA 92649

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Healthy Smiles for Kids of Orange County** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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'x10' space SATURDAY/SUNDAY, APRIL 25-26 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**Healthy Smiles for Kids of OC**  
10602 Chapman Avenue  
Garden Grove, CA 92840

**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 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.

FORM F-31  
REVIEWED UJ  
APPROVED RW

AGREEMENT #: 15 IO FE -45  
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 **ANDesign Lab – Ben Balana** 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'x10' space SATURDAY/SUNDAY, APRIL 25-26 ONLY in the OC Promenade. Space number to be determined. Space rental includes 10'x10' pipe and drape booth with 1 table and 2 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.

**ANDesign Lab – Ben Balana**  
**130 McCormick Avenue #107**  
**Costa Mesa, CA 92626**

**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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **California Fire Museum** 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 (1) 10'x50' open space and one (1) 10'x30' open space to park Vintage Fire Engines and one (1) 10'x20' covered canopy with 2 tables and 4 chairs. Space number to be determined.**
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:  
**Space in exchange for Vintage Fire Engine exhibit.**
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.

CA Fire Museum  
34681 Calle Fortuna  
Capistrano Beach, CA 92624

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 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.**

FORM F-31  
REVIEWED AM  
APPROVED RW

AGREEMENT #: 15 IO FE -47  
DATE March 4, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between **the 32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Angels Booster Club** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space with grass. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

Angels Booster Club  
6327 Kaisha St  
Corona, CA 92880

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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Recess Revolution** 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 1,000 sq. ft. space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

**Recess Revolution  
1801 W. Beverly Dr.  
Orange, CA 92868**

**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 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.

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **El Toro Battalion Navy Sea Cadet Corp / Karen Bjurman** 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 40'x100' space. Space number to be determined. Space rental includes 10'x10' covered canopy with 1 table and 2 chairs.**
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 paid. 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.

**El Toro Battalion Navy Sea Cadet Corp**  
5602 Placer Ave  
Westminster, CA 92683

**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 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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Circle Painting** 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 on SATURDAY/SUNDAY, APRIL 25-26 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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.

Circle Painting  
11160 Bridgepoint Ct  
Riverside, CA 92505

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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Mini Maker Faire** 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'x10' space in the OC Promenade. Space number to be determined. Space rental includes 10'x10' pipe and drape with 2 tables and 4 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.

**Orange County Mini Maker Faire**  
 16272 Birdie Lane  
 Huntington Bch, CA 92649

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Module Railroaders**, hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 32'x40' space in the OC Promenade. Space number to be determined. Space includes 3 tables and 6 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. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for interactive model train exhibit.**
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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**OC Module Railroaders**  
10 Glenhurst  
Irvine, CA 92604

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Educational Arts Academy – OCEAA** 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'x10' space SATURDAY/SUNDAY, APRIL 25-26 ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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.

**OCEAA**  
**825 N Broadway**  
**Santa Ana, CA 92701**

**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 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.**



**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Pythian Youth Camp and Foundation** 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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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.

**Pythian Youth Camp**  
379 El Camino Real  
Tustin, CA 92780

**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 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.

FORM F-31  
REVIEWED                       
APPROVED                     

AGREEMENT #: 15 IO FE -57  
DATE March 4, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **CMS Education** 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 SUNDAY, APRIL 26<sup>th</sup> ONLY. Space number to be determined. Space rental includes 10'x20' covered canopy with 4 tables and 8 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.

CMS Education  
4482 Barranca Pkwy., Ste. 252  
Irvine, CA 92604

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.**

FORM F-31  
REVIEWED ON  
APPROVED RW

AGREEMENT #: 15 IO FE -58  
DATE March 4, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Western Antique Power Associates** 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 35'x35' space on FRIDAY, APRIL 24<sup>th</sup> only. Space number to be determined. Space includes 1 table and 4 chairs.**
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:  
**Space in exchange for antique engines and farm machines exhibits and hands on displays.**
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.

**Western Antique Power Associates**  
P.O. Box 91822  
Pasadena, CA 91109

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Prehistoric Pets - The Reptile Zoo** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up APRIL 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 20' x 30' indoor space; Anaheim Building. Space number to be determined. Space includes 20' x 30' pipe and drape, with 3 tables and 3 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. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**Space in exchange for reptile exhibit and hands-on interaction with a variety of reptiles from around the globe.**
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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**The Reptile Zoo**  
18818 Brookhurst St.  
Fountain Valley, CA 92708

**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 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.**



FORM F-31  
REVIEWED CH  
APPROVED RW

AGREEMENT #: 15 IO FE -60  
DATE March 4, 2015  
FAIRTIME  
INTERIM  
OC FAIR IMAGINOLOGY XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Dave Hubert** 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'x100' open space to park and display Vintage Steamer Fire Engine and traveling truck and trailer exhibit. Space number to be determined. Space includes a 10'x10' covered canopy with 1 table and 2 chairs.**
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:  
**Space in exchange for Vintage Steam Fire Engine exhibit.**
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.

**Dave Hubert**  
10 Oak Canyon Trail  
Coto de Caza, CA 92679

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **HomeSchool Association of California** hereinafter, called the Rentor

### WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **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'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 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.

HomeSchool Association of California  
PO Box 77873  
Corona, CA 92877

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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Traveling Stories** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x20' space SUNDAY, APRIL 26 ONLY. Space number to be determined. Space rental includes 10'x20' covered canopy or pipe and drape booth with 2 table and 4 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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**Traveling Stories**  
1761 South Hotel Circle, Ste. 225  
San Diego, CA 92108

**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 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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orangethorpe Elementary Multiage Program – Lisa Woods** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Set up April 23; Event dates APRIL 24-26, 2015**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement: **One 10'x10' space. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape with 1 table and 2 chairs.**
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. Renter 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. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. **Special Provisions: By signing this Agreement, Renter 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.

**Orangethorpe Elementary Multiage Program**  
1400 S Brookhurst  
Fullerton, CA 92833

**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.**



## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Academy of Model Aeronautics, Inc / Harbor Soaring Society** 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 in The Hanger. Space number to be determined. Space rental includes 40'x40' open space and two (2) 10'x20' pipe and drape booths, work space for activities, 6 tables, 10 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:  
**Space in exchange for Model Aeronautics exhibit and activities.**
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.

Harbor Soaring Society  
P.O. Box 1673  
Costa Mesa, CA 92626

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.**

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Duck-A-Thon - Margaret Conde (In support of AltaMed's Huntington Beach Community Clinic)** 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'x10' space SUNDAY, APRIL 26<sup>th</sup> ONLY. Space number to be determined. Space rental includes 10'x10' covered canopy or pipe and drape booth with 1 table and 2 chairs.**
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.

**Duck-A-Thon**  
412 Olive Ave, #279  
Huntington Beach, CA 92648

**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 \_\_\_\_\_

DATE April 13, 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 **Roy Englebrecht Promotions** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**April 1 - 2, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Fight Club OC**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$12,321.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Roy Englebrecht, Owner

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 04/02/2015

Contract No: R-014-15  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

## Facility Rental Fees

### Facility and/or Area Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	04/01/2015 06:00 AM - 11:00 PM Move In	500.00
Thursday The Hangar	04/02/2015 05:30 PM - 09:30 PM Event	2,000.00
<b>Total:</b>		<b>2,500.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	04/02/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	04/02/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
<b>Total:</b>				<b>5,390.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	04/02/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	04/02/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	04/02/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	04/02/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<b>Tear Down</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	04/02/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - Thursday

## Event Information

### Safety & Security

Security Attendant Lead	04/02/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	04/02/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	04/02/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00

**Total: 3,931.50**

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

**Grand Total: \$12,321.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/18/2015	\$6,500.00
Second Payment ( <i>Balance</i> )	03/25/2015	\$5,821.50

**Total: \$12,321.50**

**Payment Total: \$12,321.50**

Please Remit Full Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Roy Englebrecht Promotions hereinafter, called the Renter

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**June 10 - 11, 2015**

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Fight Club OC**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$12,321.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Roy Englebrecht, Owner****Title: Sharon Augenstein, Chief Financial Officer**



# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 06/11/2015

Contract No: R-015-15  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

## Facility Rental Fees

### Facility and/or Area Fees

Wednesday  
The Hangar

Date-Time  
06/10/2015 06:00 AM - 11:00 PM

Activity  
Move In

Actual  
500.00

Thursday  
The Hangar

06/11/2015 05:30 PM - 09:30 PM

Event

2,000.00

Total: 2,500.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	06/11/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	06/11/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD

Total: 5,390.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<u>Event Day</u>				
Grounds Attendant Lead	06/11/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	06/11/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	06/11/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	06/11/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<u>Tear Down</u>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<u>Event Sales &amp; Services</u>				
Event Coordinator	06/11/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<u>Parking</u>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - Thursday

## Event Information

### Safety & Security

Security Attendant Lead	06/11/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	06/11/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	06/11/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00

**Total: 3,931.50**

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

**Grand Total: \$12,321.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/27/2015	\$6,500.00
Second Payment ( <i>Balance</i> )	06/03/2015	\$5,821.50

**Total: \$12,321.50**

**Payment Total: \$12,321.50**

Please Remit Full Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Roy Englebrecht Promotions** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**August 26 - 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:

**Fight Club OC**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$12,321.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Roy Englebrecht, Owner**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 08/27/2015

Contract No: R-016-15  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

## Facility Rental Fees

### Facility and/or Area Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	08/26/2015 06:00 AM - 11:00 PM Move In	500.00
Thursday The Hangar	08/27/2015 05:30 PM - 09:30 PM Event	2,000.00
<b>Total:</b>		<b>2,500.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	08/27/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	08/27/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
<b>Total:</b>				<b>5,390.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	08/27/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	08/27/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	08/27/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	08/27/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<b>Tear Down</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
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<b>Event Sales &amp; Services</b>				
Event Coordinator	08/27/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - Thursday

## Event Information

### Safety & Security

Security Attendant Lead	08/27/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	08/27/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	08/27/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00

Total: 3,931.50

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

Grand Total: \$12,321.50

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/12/2015	\$6,500.00
Second Payment ( <i>Balance</i> )	08/19/2015	\$5,821.50

Total: \$12,321.50

Payment Total: \$12,321.50

Please Remit Full Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED \_\_\_\_\_

DATE April 13, 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 Roy Englebrecht Promotions hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**October 14 - 15, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Fight Club OC**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$12,321.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Roy Englebrecht Promotions  
P.O. Box 10205  
Newport Beach, CA 92658**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Roy Englebrecht, Owner

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 10/15/2015

Contract No: R-017-15  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

## Facility Rental Fees

### Facility and/or Area Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	10/14/2015 06:00 AM - 11:00 PM Move In	500.00
Thursday The Hangar	10/15/2015 05:30 PM - 09:30 PM Event	2,000.00
<b>Total:</b>		<b>2,500.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours (Suites)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	10/15/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	10/15/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
<b>Total:</b>				<b>5,390.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations Set Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	10/15/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	10/15/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/15/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	10/15/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<b>Tear Down</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/15/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - Thursday

## Event Information

### Safety & Security

Security Attendant Lead	10/15/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	10/15/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	10/15/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00

**Total: 3,931.50**

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

**Grand Total: \$12,321.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/30/2015	\$6,500.00
Second Payment ( <i>Balance</i> )	10/07/2015	\$5,821.50

**Total: \$12,321.50**

**Payment Total: \$12,321.50**

Please Remit Full Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.



REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Roy Englebrecht Promotions hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**December 2 - 3, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Fight Club OC**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$12,321.50**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Roy Englebrecht, Owner

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
Contact Person: Roy Englebrecht  
Event Date: 12/03/2015

Contract No: R-018-15  
Phone: (949) 760-3131  
Hours: Happy Hour: 5:30 - 7:30 PM at Baja Blues  
Doors: 6:30 PM  
Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	12/02/2015 06:00 AM - 11:00 PM	Move In	500.00
Thursday The Hangar	12/03/2015 05:30 PM - 09:30 PM	Event	2,000.00
<b>Total:</b>			<b>2,500.00</b>

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate ( <i>Delivery &amp; Pick Up Only, No Set Up</i> )	TBD EA	200.00 EVT	200.00
Chair ( <i>Individual</i> )	Estimate 300	300.00 EA	1.00 EA	300.00
Chair ( <i>Tied</i> )	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 5 Hours ( <i>Suites</i> )	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours ( <i>Banners</i> )	3.00 HR	75.00 HR	225.00
Marquee Board ( <i>5 Consecutive Days</i> )	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	12/03/2015	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	12/03/2015	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day ( <i>Production Only</i> )	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper ( <i>In-House</i> )	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
<b>Total:</b>				<b>5,390.00</b>

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	12/03/2015 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	12/03/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/03/2015 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	12/03/2015 05:30 PM - 09:30 PM	1.00 EA	47.50 HR	190.00
<b>Tear Down</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	12/03/2015 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - Thursday

## Event Information

### Safety & Security

Security Attendant Lead	12/03/2015 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	12/03/2015 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00
Security Attendant	12/03/2015 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	37.50 HR	37.50
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00

**Total: 3,931.50**

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,321.50
Refundable Deposit	\$500.00

**Grand Total: - \$12,321.50**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	11/18/2015	\$6,500.00
Second Payment ( <i>Balance</i> )	11/25/2015	\$5,821.50

**Total: \$12,321.50**

**Payment Total: \$12,321.50**

**Please Remit Full Payment in \*Check Only\***

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### **V.I.P. PARKING/SEASON PASS HOLDERS:**

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### **COMPLIMENTARY PARKING PASSES:**

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### **CHAIRS:**

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### **SUITES & CATERING**

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus ten percent (10%) from Ovations, the OCFEC Master Concessionaire.

### **BOXING AND MMA EVENT EXCLUSIVE**

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2015 (not inclusive of the 2015 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED \_\_\_\_\_

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 International Speedway, 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

**2015 Speedway Season**

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:

**International Speedway, Inc.**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$54,043.08**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**International Speedway, Inc.**  
**P.O. Box 3334**  
**San Clemente, CA 92674**

By \_\_\_\_\_

**Title: Brad Oxley, Owner**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A - May 16, 2015

## Event Information

**Event Name:** International Speedway, Inc. *(Spring Classic / Jack Milne Cup)*  
**Contact Person:** Brad Oxley  
**Event Dates:** 05/16/2015

**Contract No:** R-039-15  
**Phone:** (949) 492-9933  
**Hours:** Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$7.00 General Parking *(Lot I and G)*

**Projected Attendance:** 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	05/16/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	05/16/2015 06:30 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,500.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade <i>(Metal)</i>	N/A	N/A	15.00 EA	N/A
Barricade <i>(Plastic)</i>	Included <i>(Spectator Safety)</i>	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper <i>(In-House)</i>	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included <i>(In Facility)</i>	1.00 DAY	0.00 DAY	No Charge
<b>Total:</b>				<b>1,998.76</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	05/16/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	05/16/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
<b>Safety &amp; Security</b>				
Security Attendant	05/16/2015 05:00 PM - 10:30 PM	2.00 EA	19.50 HR	214.50
<b>Outside Services</b>				
Orange County Sheriff Services	05/16/2015 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
<b>Total:</b>				<b>1,544.50</b>

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,543.26

**Grand Total:** \$6,043.26

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/19/2015	\$6,043.26

**Payment Total:** \$6,043.26

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 - May 30, 2015

## Event Information

Event Name: International Speedway, Inc. (AMA National Championship Series Round 1)  
 Contact Person: Brad Oxley  
 Event Dates: 05/30/2015

Contract No: R-039-15  
 Phone: (949) 492-9933  
 Hours: Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

Admission Price: Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

Vehicle Parking Fee: \$7.00 General Parking (Lot I and G)

Projected Attendance: 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Action Sports Arena	05/30/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	05/30/2015 06:30 PM - 10:00 PM	Event	No Charge
Total:			2,500.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge
Total:				1,998.76

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	05/30/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Clean Up</u>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<u>Event Sales &amp; Services</u>				
Event Coordinator	05/30/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
<u>Safety &amp; Security</u>				
Security Attendant	05/30/2015 05:00 PM - 10:30 PM	2.00 EA	19.50 HR	214.50
<u>Outside Services</u>				
Orange County Sheriff Services	05/30/2015 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
Total:				1,544.50

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,543.26

Grand Total: \$6,043.26

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/02/2015	\$6,043.26

Payment Total: \$6,043.26

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 - June 13, 2015

## Event Information

Event Name: International Speedway, Inc. (Harley Night #1 / Sidecars)  
 Contact Person: Brad Oxley  
 Event Dates: 06/13/2015

Contract No: R-039-15  
 Phone: (949) 492-9933  
 Hours: Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

Admission Price: Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

Vehicle Parking Fee: \$7.00 General Parking (Lot I and G)

Projected Attendance: 3,000

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Action Sports Arena	06/13/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	06/13/2015 06:30 PM - 10:00 PM	Event	No Charge
Total:			2,500.00

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge
Total:				1,998.76

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	06/13/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/13/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
<b>Safety &amp; Security</b>				
Security Attendant	06/13/2015 05:00 PM - 10:30 PM	4.00 EA	19.50 HR	429.00
<b>Outside Services</b>				
Orange County Sheriff Services	Estimate Only 06/13/2015 05:30 PM - 10:00 PM	4.00 EA	1,800.00 EVT	1,800.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
Total:				3,559.00

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,557.76

Grand Total: \$8,057.76

## Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	06/16/2015	\$8,057.76

Payment Total: \$8,057.76

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 - June 20, 2015

## Event Information

Event Name: International Speedway, Inc. (Sidecars / 450x)  
 Contact Person: Brad Oxley  
 Event Dates: 06/20/2015

Contract No: R-039-15  
 Phone: (949) 492-9933  
 Hours: Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

Admission Price: Adult: \$15.00 Junior: \$10.00 Senior: \$10.00 Child: \$5.00

Vehicle Parking Fee: \$7.00 General Parking (Lot I and G)

Projected Attendance: 3,000

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Saturday			
Action Sports Arena	06/20/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	06/20/2015 06:30 PM - 10:00 PM	Event	No Charge

Total: 2,500.00

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade (Metal)	Estimate 30	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge

Total: 1,998.76

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	06/20/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50

## Clean Up

Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

## Event Sales & Services

Event Coordinator	06/20/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
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## Safety & Security

Security Attendant	06/20/2015 05:00 PM - 10:30 PM	2.00 EA	19.50 HR	214.50
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## Outside Services

Orange County Sheriff Services	06/20/2015 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50

Total: 1,544.50

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,543.26

Grand Total: \$6,043.26

## Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	06/23/2015	\$6,043.26

Payment Total: \$6,043.26

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 - August 22, 2015

## Event Information

Event Name: International Speedway, Inc. (Harley Night #2 / Sidecars)  
 Contact Person: Brad Oxley  
 Event Dates: 08/22/2015

Contract No: R-039-15  
 Phone: (949) 492-9933  
 Hours: Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

Admission Price: Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

Vehicle Parking Fee: \$7.00 General Parking (Lot I and G)

Projected Attendance: 3,000

## Facility Rental Fees

### Facility and/or Area Fees

#### Saturday

Action Sports Arena  
 Baja Blues Restaurant

### Date-Time

08/22/2015 06:30 PM - 10:00 PM  
 08/22/2015 06:30 PM - 10:00 PM

### Activity

Event  
 Event

### Actual

2,500.00  
 No Charge

Total: 2,500.00

## Estimated Equipment Fees

### Description

Barricade (Metal)  
 Barricade (Plastic)  
 Bleacher Rental  
 Chair  
 Dumpster  
 Electrical Splitter Box  
 Forklift  
 Sweeper (In-House)  
 Sound System

### Date-Time

N/A  
 Included (Spectator Safety)  
 Per Payment Schedule  
 Estimate 195  
 Estimate 8  
 Estimate 1  
 TBD  
 Estimate 2 Hours  
 Included (In Facility)

### Units

N/A  
 125.00 EA  
 1.00 EA  
 195.00 EA  
 8.00 EA  
 1.00 EA  
 TBD HR  
 2.00 HR  
 1.00 DAY

### Rate

15.00 EA  
 0.00 EA  
 1,084.26 EVT  
 0.50 EA  
 18.00 EA  
 55.00 EA  
 75.00 HR  
 75.00 HR  
 0.00 DAY

### Actual

N/A  
 No Charge  
 1,084.26  
 97.50  
 144.00  
 55.00  
 TBD  
 150.00  
 No Charge

Total: 1,530.76

## Reimbursable Personnel Fees

### Description

#### Event Operations

Grounds Attendant - Arena Prep  
 Janitorial Attendant  
 Electrician

### Date-Time

Estimate 9 Hours  
 08/22/2015 05:30 PM - 10:30 PM  
 Estimate 1 Hour

### Units

9.00 HR  
 2.00 EA  
 1.00 HR

### Rate

19.50 HR  
 19.50 HR  
 47.50 HR

### Actual

175.50  
 195.00  
 47.50

#### Clean Up

Grounds Attendant  
 Janitorial Attendant

Estimate 3 Hours  
 Estimate 8 Hours

3.00 HR  
 8.00 HR

19.50 HR  
 19.50 HR

58.50  
 156.00

#### Event Sales & Services

Event Coordinator

08/22/2015 05:30 PM - 10:00 PM

1.00 EA

40.00 HR

180.00

#### Safety & Security

Security Attendant

08/22/2015 05:00 PM - 10:30 PM

4.00 EA

19.50 HR

429.00

#### Outside Services

Orange County Sheriff Services  
 Trash Collection & Sweeping Services

Estimate Only 08/22/2015 05:30 PM - 10:00 PM  
 Estimate Only

4.00 EA  
 1.00 EA

1,800.00 EVT  
 517.50 EVT

1,800.00  
 517.50

Total: 3,559.00

## Summary

Facility Rental Total

\$2,500.00

Estimated Equipment, Reimbursable Personnel and Services Total

\$5,089.76

Grand Total: \$7,589.76

## Payment Schedule

### Payment Schedule

First Payment

### Due Date

08/25/2015

### Amount

\$7,589.76

Payment Total: \$7,589.76

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 - August 29, 2015

## Event Information

Event Name: International Speedway, Inc. (Sidecars / Jr's)  
 Contact Person: Brad Oxley  
 Event Dates: 08/29/2015

Contract No: R-039-15  
 Phone: (949) 492-9933  
 Hours: Gates Open: 6:00 PM - 10:00 PM  
 Races: 7:30 PM - 10:00 PM

Admission Price: Adult: \$15.00 Junior: \$10.00 Senior: \$10.00 Child: \$5.00

Vehicle Parking Fee: \$7.00 General Parking (Lot I and G)

Projected Attendance: 3,000

## Facility Rental Fees

### Facility and/or Area Fees

#### Saturday

Action Sports Arena

Baja Blues Restaurant

### Date-Time

08/29/2015 06:30 PM - 10:00 PM

08/29/2015 06:30 PM - 10:00 PM

### Activity

Event

Event

### Actual

2,500.00

No Charge

Total: 2,500.00

## Estimated Equipment Fees

### Description

Barricade (Metal)

Barricade (Plastic)

Bleacher Rental

Chair

Dumpster

Electrical Splitter Box

Forklift

Sweeper (In-House)

Sound System

### Date-Time

N/A

Included (Spectator Safety)

Per Payment Schedule

Estimate 195

Estimate 8

Estimate 1

TBD

Estimate 2 Hours

Included (In Facility)

### Units

N/A

125.00 EA

1.00 EA

195.00 EA

8.00 EA

1.00 EA

TBD HR

2.00 HR

1.00 DAY

### Rate

15.00 EA

0.00 EA

1,084.26 EVT

0.50 EA

18.00 EA

55.00 EA

75.00 HR

75.00 HR

0.00 DAY

### Actual

N/A

No Charge

1,084.26

97.50

144.00

55.00

TBD

150.00

No Charge

Total: 1,530.76

## Reimbursable Personnel Fees

### Description

#### Event Operations

Grounds Attendant - Arena Prep

Janitorial Attendant

Electrician

### Date-Time

Estimate 9 Hours

08/29/2015 05:30 PM - 10:30 PM

Estimate 1 Hour

### Units

9.00 HR

2.00 EA

1.00 HR

### Rate

19.50 HR

19.50 HR

47.50 HR

### Actual

175.50

195.00

47.50

#### Clean Up

Grounds Attendant

Janitorial Attendant

Estimate 3 Hours

Estimate 8 Hours

3.00 HR

8.00 HR

19.50 HR

19.50 HR

58.50

156.00

### Event Sales & Services

Event Coordinator

08/29/2015 05:30 PM - 10:00 PM

1.00 EA

40.00 HR

180.00

### Safety & Security

Security Attendant

08/29/2015 05:00 PM - 10:30 PM

2.00 EA

19.50 HR

214.50

### Outside Services

Orange County Sheriff Services

Trash Collection & Sweeping Services

08/29/2015 05:30 PM - 10:00 PM

Estimate Only

N/A

1.00 EA

N/A

517.50 EVT

N/A

517.50

Total: 1,544.50

## Summary

Facility Rental Total

Estimated Equipment, Reimbursable Personnel and Services Total

\$2,500.00

\$3,075.26

Grand Total: \$5,575.26

## Payment Schedule

### Payment Schedule

First Payment

### Due Date

09/01/2015

### Amount

\$5,575.26

Payment Total: \$5,575.26

Please Reimburse 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 - September 12, 2015

## Event Information

**Event Name:** International Speedway, Inc. (Harley Night Finals / Sidecar National) **Contract No:** R-039-15  
**Contact Person:** Brad Oxley **Phone:** (949) 492-9933  
**Event Dates:** 09/12/2015 **Hours:** Gates Open: 6:00 PM - 10:00 PM  
**Races:** 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$7.00 General Parking (Lot I and G)

**Projected Attendance:** 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
Action Sports Arena	09/12/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	09/12/2015 06:30 PM - 10:00 PM	Event	No Charge

**Total:** 2,500.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	N/A	N/A	15.00 EA	N/A
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge

**Total:** 1,998.76

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	09/12/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50

## Clean Up

Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

## Event Sales & Services

Event Coordinator	09/12/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
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## Safety & Security

Security Attendant	09/12/2015 05:00 PM - 10:30 PM	4.00 EA	19.50 HR	429.00
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## Outside Services

Orange County Sheriff Services	Estimate Only 09/12/2015 05:30 PM - 10:00 PM	4.00 EA	1,800.00 EVT	1,800.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50

**Total:** 3,559.00

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,557.76

**Grand Total:** \$8,057.76

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/15/2015	\$8,057.76

**Payment Total:** \$8,057.76

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 - September 26, 2015

## Event Information

**Event Name:** International Speedway, Inc. (47<sup>th</sup> U.S. National Speedway Championship) **Contract No:** R-039-15  
**Contact Person:** Brad Oxley **Phone:** (949) 492-9933  
**Event Dates:** 09/26/2015 **Hours:** Gates Open: 6:00 PM - 10:00 PM  
**Races:** 7:30 PM - 10:00 PM

**Admission Price:** Adult: \$20.00 Junior: \$15.00 Senior: \$15.00 Child: \$10.00

**Vehicle Parking Fee:** \$7.00 General Parking (Lot I and G)

**Projected Attendance:** 3,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Action Sports Arena	09/26/2015 06:30 PM - 10:00 PM	Event	2,500.00
Baja Blues Restaurant	09/26/2015 06:30 PM - 10:00 PM	Event	No Charge
<b>Total:</b>			<b>2,500.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Metal)	Estimate 25	25.00 EA	15.00 EA	375.00
Barricade (Plastic)	Included (Spectator Safety)	125.00 EA	0.00 EA	No Charge
Bleacher Rental	Per Payment Schedule	1.00 EA	1,552.26 EVT	1,552.26
Chair	Estimate 195	195.00 EA	0.50 EA	97.50
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sound System	Included (In Facility)	1.00 DAY	0.00 DAY	No Charge
<b>Total:</b>				<b>2,373.76</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Grounds Attendant - Arena Prep	Estimate 9 Hours	9.00 HR	19.50 HR	175.50
Janitorial Attendant	09/26/2015 05:30 PM - 10:30 PM	2.00 EA	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Clean Up</b>				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	09/26/2015 05:30 PM - 10:00 PM	1.00 EA	40.00 HR	180.00
<b>Safety &amp; Security</b>				
Security Attendant	09/26/2015 05:00 PM - 10:30 PM	4.00 EA	19.50 HR	429.00
<b>Outside Services</b>				
Orange County Sheriff Services	09/26/2015 05:30 PM - 10:00 PM	N/A	N/A	N/A
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	517.50 EVT	517.50
<b>Total:</b>				<b>1,759.00</b>

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,132.76

**Grand Total:** \$6,632.76

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/29/2015	\$6,632.76

**Payment Total:** \$6,632.76

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED \_\_\_\_\_

DATE April 13, 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 Orange County Wine Society 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 18, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Orange County Wine Society - Wine Auction**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$2,870.50**

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.

Orange County Wine Society  
P.O. Box 11059  
Costa Mesa, CA 92627

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Fran Gitsham, Treasurer

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Orange County Wine Society - Wine Auction  
 Contact Person: Dennis Esslinger  
 Event Dates: 04/18/2015

Contract No: R-041-15  
 Phone: (714) 328-0454  
 Hours: 11:00 AM - 5:00 PM

Admission Price: Members Only: \$20.00

Vehicle Parking Fee: No Charge for OCWS Members

Projected Attendance: 150

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)	04/18/2015 11:00 AM - 05:00 PM	Event	480.00
Total:			480.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift ( <i>Picnic Tables</i> )	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Picnic Table ( <i>Rectangular</i> )	Estimate 56	56.00 EA	15.00 EA	840.00
Sweeper ( <i>In-House</i> )	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,976.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Total:				214.50

Summary		
Facility Rental Total		\$480.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,190.50
Refundable Deposit		\$200.00

Grand Total: \$2,870.50

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/18/2015	\$2,870.50

Total: \$2,870.50

Payment Total: \$2,870.50

Please Remit Payment in \*Check Only\*

\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED \_\_\_\_\_

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 Associated Plumbing, Heating, Cooling Contractors of OC dba PHCC ORSB hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**October 16 - 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:

**PHCC - Trade Connect Expo 2015**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$13,216.00**

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.

**PHCC ORSB**  
**1827 North Case Street**  
**Orange, CA 92685**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Jodi Rupert, Educational Coordinator**

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: PHCC - Trade Connect Expo 2015  
 Contact Person: Jodi Rupert  
 Event Date: 10/17/2015

Contract No: R-054-15  
 Phone: (714) 896-0153  
 Hours: 9:00 AM - 2:30 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>Friday</b>			
Courtyard	10/16/2015 06:00 AM - 09:00 PM	Move In	287.50
Huntington Beach Building (#12)	10/16/2015 06:00 AM - 09:00 PM	Move In	1,500.00
<b>Saturday</b>			
Courtyard	10/17/2015 09:00 AM - 02:30 PM	Event	575.00
Huntington Beach Building (#12)	10/17/2015 09:00 AM - 02:30 PM	Event	3,000.00

-Move out must be completed by 11:59 PM on Saturday - October 17, 2015 to avoid additional charges. Total: 5,362.50

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	10/16/2015 - 10/17/2015	2.00 EA	125.00 EA	250.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
A-Frame Sign	TBD	TBD EA	10.00 EA	TBD
Banquet Table	Estimate 5	5.00 EA	15.00 EA	75.00
Chair (Individual)	Estimate 10	10.00 EA	2.50 EA	25.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Hang Tag - 1 Day	Estimate 150	150.00 EA	4.00 EA	600.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (1 Day)	10/17/2015	1.00 EA	65.00 EA/DAY	65.00
Picnic Table (Rectangular or Round)	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electronic Message Board	10/17/2015	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	10/17/2015	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				3,534.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Day</b>				
Grounds Attendant Lead	10/17/2015 08:00 AM - 02:30 PM	1.00 EA	30.00 HR	195.00
Grounds Attendant	10/17/2015 08:00 AM - 02:30 PM	2.00 EA	19.50 HR	253.50
Janitorial Attendant	10/17/2015 08:00 AM - 02:30 PM	2.00 EA	19.50 HR	253.50
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<b>Event Sales &amp; Services</b>				
Event Coordinator	10/17/2015 08:00 AM - 02:30 PM	1.00 EA	40.00 HR	260.00
<b>Parking</b>				
<b>Vendor Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00



# EXHIBIT A

## Event Information

### Technology

Technology Attendant	Estimate 3 Hours	3.00 HR	37.50 HR	112.50
Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00

### Outside Service

State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Total:				2,819.50

## Summary

Facility Rental Total	\$5,362.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,353.50
Refundable Deposit	\$1,500.00
Grand Total:	\$13,216.00

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/16/2015	\$1,000.00
Second Payment	07/16/2015	\$4,072.00
Third Payment	08/17/2015	\$4,072.00
Fourth Payment	09/16/2015	\$4,072.00
Total:		\$13,216.00
Payment Total:		\$13,216.00

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OVATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **United Scottish Society, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 20 - 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:

**Scottish Fest**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$80,366.50**

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.

**United Scottish Society, Inc.**  
**P.O. Box 2237**  
**Palos Verdes, CA 90274**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Tom Reoch Jr., Promoter/ Chieftain**Title: **Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

Event Name: Scottish Fest  
Contact Person: Tom Reoch Jr.  
Event Dates: 05/23/2015 - 05/24/2015

Contract No: R-059-15  
Phone: (310) 951-4302  
Hours: Saturday: 9:00 AM - 5:00 PM  
Sunday: 9:00 AM - 5:00 PM

Admission Price: Adult: TBD Senior: TBD Child: TBD

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Scottish Fest is permitted to move tables and chairs into The Hangar and the Los Alamitos Building (#14) on Wednesday - 05/20/2015.			
<b>Thursday</b>			
Action Sports Arena	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Asphalt	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Festival Fields - Grass Area	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/21/2015 06:00 AM - 11:59 PM	Move In	0.00
<b>Friday</b>			
Action Sports Arena	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Anaheim Building (#16)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Baja/Arena Lawn	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Campground	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Centennial Way	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Costa Mesa Building (#10)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Country Meadows	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Courtyard	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Crafters Village	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Asphalt	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Festival Field - Grass Area	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Huntington Beach Building (#12)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Livestock Lane	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Los Alamitos Building (#14)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Main Mall	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
OC Promenade (The Span)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Park Plaza	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Parking Lot P	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
South Lawn	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
The Hangar	05/22/2015 06:00 AM - 11:59 PM	Move In	0.00
<b>Saturday</b>			
Action Sports Arena	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Campground	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Courtyard	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/23/2015 09:00 AM - 05:00 PM	Event	0.00

# EXHIBIT A

## Event Information

Huntington Beach Building (#12)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/23/2015 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/23/2015 09:00 AM - 05:00 PM	Event	0.00

## Sunday

Action Sports Arena	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Anaheim Building (#16)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Baja/Arena Lawn	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Campground	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Centennial Way	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Country Meadows	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Courtyard	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Crafters Village	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Asphalt	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Festival Field - Grass Area	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Huntington Beach Building (#12)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Livestock Lane	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Main Mall	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Park Plaza	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Parking Lot P	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
South Lawn	05/24/2015 09:00 AM - 05:00 PM	Event	0.00
The Hangar	05/24/2015 09:00 AM - 05:00 PM	Event	0.00

## Monday

Action Sports Arena	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Anaheim Building (#16)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Baja/Arena Lawn	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Campground	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Centennial Way	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Costa Mesa Building (#10)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Country Meadows	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Courtyard	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Crafters Village	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Asphalt	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Festival Field - Grass Area	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Huntington Beach Building (#12)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Livestock Lane	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Los Alamitos Building (#14)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Main Mall	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
OC Promenade (The Span)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Park Plaza	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Parking Lot P	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
South Lawn	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00
The Hangar	05/25/2015 06:00 AM - 11:59 PM	Move Out	0.00

Total: 30,000.00

Facility Rental Fee for Scottish Fest will be \$30,000 or \$2.00 per ticket sold, whichever is greater. Fee shall be calculated based upon actual ticket sales and deducted from Gross Admissions Revenue.

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
50 Amp Drop (First Aid Trailer)	Estimate 1	1.00 EA	70.00 EA	70.00
Banner Light Pole	TBD	TBD EA	75.00 EA	TBD
Barricade (Plastic)	Estimate 120	120.00 EA	15.00 EA	1,800.00
Bench - Metal (No Charge; Labor Only)	Estimate 45	45.00 EA	15.00 EA	Included

# EXHIBIT A

## Event Information

Bleacher (No Charge; Labor Only)	Estimate 4	4.00 EA	15.00 EA	Included
CAD Services	TBD	TBD HR	45.00 HR	TBD
Cable Ramp	Estimate 20	20.00 EA	15.00 EA	300.00
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Splitter Box	Estimate 40	40.00 EA	55.00 EA	2,200.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 25 Hours	25.00 HR	75.00 HR	1,875.00
Hang Tag - 2 Days	Estimate 65	65.00 EA	8.00 EA	520.00
Information Booth	TBD	TBD EA	100.00 EA	TBD
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board (14 Consecutive Days)	05/11/2015 - 05/24/2015	2.00 WK	450.00 WK	900.00
Picnic Table (Rectangular & Round)	Estimate 50	50.00 EA	15.00 EA	750.00
Podium	Estimate 1	1.00 EA	25.00 EA	25.00
Portable Electronic Message Board	05/23/2015 - 05/24/2015	2.00 EA	75.00 EA/DAY	300.00
Propane Tank	Estimate 50	50.00 GAL	3.00 GAL	150.00
RV Camping (Campground)	TBD (262 Campers in 2014)	TBD EA	25.00 EA/DAY	TBD
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 16 Hours	16.00 HR	75.00 HR	1,200.00
Tent Camping (Campground)	TBD (34 Tents in 2014)	TBD EA	15.00 EA	TBD
Ticket Booth	Estimate 9	9.00 EA	100.00 EA	900.00
Wind Master (Small)	TBD	TBD EA	15.00 EA	TBD
<b>Total:</b>				<b>14,965.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Admissions</b>				
<b>Saturday</b>				
<b>Blue Gate</b>				
Ticket Seller - Blue Gate	05/23/2015 07:30 AM - 04:30 PM	2.00 EA	19.50 HR	351.00
Ticket Seller - Blue Gate	05/23/2015 08:30 AM - 02:00 PM	2.00 EA	19.50 HR	214.50
Ticket Taker - Blue Gate	05/23/2015 08:00 AM - 06:30 PM	1.00 EA	19.50 HR	204.75
Ticket Taker - Blue Gate	05/23/2015 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
<b>Green Gate</b>				
Ticket Seller - Green Gate	05/23/2015 06:30 AM - 04:30 PM	1.00 EA	19.50 HR	195.00
Ticket Seller - Green Gate	05/23/2015 07:30 AM - 03:00 PM	1.00 EA	19.50 HR	146.25
Ticket Seller - Green Gate	05/23/2015 08:30 AM - 04:00 PM	2.00 EA	19.50 HR	292.50
Ticket Seller - Green Gate	05/23/2015 09:30 AM - 04:00 PM	2.00 EA	19.50 HR	253.50
Ticket Taker - Green Gate	05/23/2015 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Ticket Taker - Green Gate	05/23/2015 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
<b>Lot I</b>				
Ticket Seller - Lot I	05/23/2015 07:30 AM - 02:00 PM	2.00 EA	19.50 HR	253.50
Ticket Seller - Lot I	05/23/2015 09:00 AM - 03:00 PM	2.00 EA	19.50 HR	234.00
Ticket Seller - Lot I	05/23/2015 10:00 AM - 04:30 PM	1.00 EA	19.50 HR	126.75
Ticket Taker - Lot I	05/23/2015 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
Ticket Taker - Lot I	05/23/2015 09:00 AM - 06:30 PM	1.00 EA	19.50 HR	185.25
Ticket Seller - Break Staff	05/23/2015 10:00 AM - 03:00 PM	2.00 EA	19.50 HR	195.00
Ticket Taker - Break Staff	05/23/2015 10:00 AM - 03:00 PM	1.00 EA	19.50 HR	97.50
Ticket Seller Lead	05/23/2015 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/23/2015 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00
Admissions Office	05/23/2015 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Money Room Attendant	05/23/2015 06:30 AM - 07:00 PM	1.00 EA	21.50 HR	268.75
<b>Sunday</b>				
<b>Blue Gate</b>				
Ticket Seller - Blue Gate	05/24/2015 07:30 AM - 04:30 PM	2.00 EA	19.50 HR	351.00
Ticket Seller - Blue Gate	05/24/2015 08:30 AM - 02:00 PM	2.00 EA	19.50 HR	214.50
Ticket Taker - Blue Gate	05/24/2015 08:00 AM - 06:30 PM	1.00 EA	19.50 HR	204.75
Ticket Taker - Blue Gate	05/24/2015 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50

# EXHIBIT A

## Event Information

### Green Gate

Ticket Seller - Green Gate	05/24/2015 06:30 AM - 04:30 PM	1.00 EA	19.50 HR	195.00
Ticket Seller - Green Gate	05/24/2015 07:30 AM - 03:00 PM	1.00 EA	19.50 HR	146.25
Ticket Seller - Green Gate	05/24/2015 08:30 AM - 04:00 PM	2.00 EA	19.50 HR	292.50
Ticket Seller - Green Gate	05/24/2015 09:30 AM - 04:00 PM	2.00 EA	19.50 HR	253.50
Ticket Taker - Green Gate	05/24/2015 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Ticket Taker - Green Gate	05/24/2015 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00

### Lot I

Ticket Seller - Lot I	05/24/2015 07:30 AM - 02:00 PM	2.00 EA	19.50 HR	253.50
Ticket Seller - Lot I	05/24/2015 09:00 AM - 03:00 PM	2.00 EA	19.50 HR	234.00
Ticket Seller - Lot I	05/24/2015 10:00 AM - 04:30 PM	1.00 EA	19.50 HR	126.75
Ticket Taker - Lot I	05/24/2015 08:00 AM - 04:00 PM	1.00 EA	19.50 HR	156.00
Ticket Taker - Lot I	05/24/2015 09:00 AM - 06:30 PM	1.00 EA	19.50 HR	185.25

Ticket Seller - Break Staff	05/24/2015 10:00 AM - 03:00 PM	2.00 EA	19.50 HR	195.00
Ticket Taker - Break Staff	05/24/2015 10:00 AM - 03:00 PM	1.00 EA	19.50 HR	97.50

Ticket Seller Lead	05/24/2015 06:30 AM - 04:30 PM	2.00 EA	30.00 HR	600.00
Ticket Taker Lead	05/24/2015 06:30 AM - 06:30 PM	1.00 EA	30.00 HR	360.00
Admissions Office	05/24/2015 06:30 AM - 06:30 PM	1.00 EA	19.50 HR	234.00
Money Room Attendant	05/24/2015 06:30 AM - 07:00 PM	1.00 EA	21.50 HR	268.75

### Event Operations

#### Set Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 56 Hours	56.00 HR	19.50 HR	1,092.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 10 Hours	10.00 HR	47.50 HR	475.00
Plumber	Estimate 6 Hours	6.00 HR	47.50 HR	285.00

### Event Days

Grounds Attendant Lead	05/23/2015 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/23/2015 06:00 AM - 07:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant Lead	05/23/2015 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/23/2015 07:00 AM - 07:00 PM	10.00 EA	19.50 HR	2,340.00
Electrician	05/23/2015 07:00 AM - 06:00 PM	1.00 EA	47.50 HR	522.50
Grounds Attendant Lead	05/24/2015 06:00 AM - 07:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	05/24/2015 06:00 AM - 07:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant Lead	05/24/2015 07:00 AM - 07:00 PM	1.00 EA	30.00 HR	360.00
Janitorial Attendant	05/24/2015 07:00 AM - 07:00 PM	10.00 EA	19.50 HR	2,340.00
Electrician	05/24/2015 08:00 AM - 07:00 PM	1.00 EA	47.50 HR	522.50

### Clean Up

Grounds Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Grounds Attendant	Estimate 56 Hours	56.00 HR	19.50 HR	1,092.00
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
Plumber	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

### Event Sales & Services

Event Coordinator	05/23/2015 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	05/24/2015 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00

### Parking

Parking Attendant Lead	05/22/2015 06:00 AM - 04:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	05/22/2015 06:00 AM - 04:00 PM	3.00 EA	19.50 HR	585.00

### Safety & Security

Overnight Security Attendant	05/22/2015 06:00 PM - 05/23/2015 08:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant Lead	05/23/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/23/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50
Overnight Security Attendant	05/23/2015 07:00 PM - 05/24/2015 08:00 AM	2.00 EA	19.50 HR	507.00

# EXHIBIT A

## Event Information

Security Attendant Lead	05/24/2015 08:00 AM - 07:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/24/2015 08:00 AM - 07:00 PM	5.00 EA	19.50 HR	1,072.50

## Technology

Technology Attendant	Estimate 16 Hours (Setup, Adjustment & Teardown)	16.00 HR	37.50 HR	600.00
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## Outside Services

Event Medical Services	05/23/2015 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Event Medical Services	05/24/2015 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Fencing For Perimeter	Estimate Only	1.00 EA	2,200.00 EVT	2,200.00
Speedway - ASA Track Preparation	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00

Cash Handling Fees	(\$343.89 in 2014 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBD EVT	TBD
Credit Card Fees	2.85% (\$1,878.24 in 2014)	TBD EVT	TBD EVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$774.40 in 2014)	TBD EVT	TBD EVT	TBD

**Total: 35,401.50**

## Summary

Facility Rental Total				**\$30,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$50,366.50

**Grand Total: \$80,366.50**

**\*\* Scottish Fest will pay estimated reimbursable charges per below payment schedule. OCFEC will retain Facility/Area Rental Fee balance from Gross Admissions Revenue.**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/20/2015	\$5,000.00
Second Payment	02/20/2015	\$15,122.50
Third Payment	03/20/2015	\$15,122.00
Fourth Payment	04/20/2015	\$15,122.00
<b>Total:</b>		<b>\$50,366.50</b>
<b>Payment Total:</b>		<b>\$50,366.50</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.

## CAMPING

Camper space fee is \$25.00 per RV unit per night. Tent camping is \$15.00 per tent per night. Scottish Fest to submit itemized list detailing number of units/days stayed. The list is to be submitted by no later than Wednesday - May 27, 2015. Total space fees will be deducted from Gross Admissions Revenue.

REVIEWED \_\_\_\_\_

DATE April 13, 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 OC Marathon** 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 29 - May 4, 2015;**  
**April 27 - May 2, 2016**

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 OC Marathon**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$100,000 Minimum (\$74,430.50 Payable by March 30, 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.

**The OC Marathon**  
**4500 Campus Drive, Suite 570**  
**Newport Beach, CA 92660**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Gary Kutscher, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer



# EXHIBIT A

## Event Information

Event Name: The OC Marathon  
 Contact Person: Gary Kutscher  
 Event Dates: 05/01/2015 - 05/03/2015  
 04/29/2016 - 05/01/2016

Contract No: R-061-15  
 Phone: (714) 330-8048  
 Hours: Expo: Friday: 04:00 PM - 08:00 PM  
 Saturday: 09:00 AM - 06:00 PM  
 Marathon: Sunday: 05:00 AM - 03:00 PM

Vehicle Parking Fee: Friday/Saturday \$7.00; Sunday \$10.00 (Participant Hang Tag \$7.00) Projected Attendance: 20,000+

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	2015
<b>Wednesday</b>			
Costa Mesa Building (#10) - Expo	04/29/2015 06:00 AM - 11:00 PM	Move In	2,000.00
<b>Thursday</b>			
Costa Mesa Building (#10) - Expo	04/30/2015 06:00 AM - 11:00 PM	Move In	2,000.00
Santa Ana Pavilion - Expo	04/30/2015 06:00 AM - 11:00 PM	TBD	TBD
<b>Friday</b>			
Costa Mesa Building (#10) - Expo	05/01/2015 04:00 PM - 08:00 PM	Event	4,000.00
Santa Ana Pavilion - Expo	05/01/2015 04:00 PM - 08:00 PM	TBD	TBD
Crafters Village - Kids Run	05/01/2015 12:00 PM - 07:00 PM	Move In	437.50
Park Plaza - Kids Run	05/01/2015 12:00 PM - 07:00 PM	Move In	600.00
<b>Saturday</b>			
Costa Mesa Building (#10) - Expo	05/02/2015 09:00 AM - 06:00 PM	Event	4,000.00
Santa Ana Pavilion - Expo	05/02/2015 09:00 AM - 06:00 PM	TBD	TBD
Crafters Village - Kids Run	05/02/2015 08:00 AM - 12:00 PM	Event	875.00
Park Plaza - Kids Run	05/02/2015 08:00 AM - 12:00 PM	Event	1,200.00
Streets - Kids Run	05/02/2015 08:00 AM - 12:00 PM	Event	1,050.00
<b>Sunday</b>			
Campground - For Trucks, Water & Supplies	05/03/2015 05:00 AM - 03:00 PM	Event	2,100.00
Country Meadows - Marathon	05/03/2015 05:00 AM - 03:00 PM	Event	1,600.00
Main Mall - Marathon	05/03/2015 05:00 AM - 03:00 PM	Event	1,400.00
Streets - Marathon	05/03/2015 05:00 AM - 03:00 PM	Event	1,050.00
<b>Monday</b>			
	05/04/2015 06:00 AM - 11:59 AM	Move Out	No Charge
<b>Total:</b>			<b>*22,312.50</b>

\*Move out must be completed by 11:59 AM on Monday - May 4, 2015 or an additional charge of \$2,000 per day will be applied.

-This agreement provides for exclusive use of District's (OCFEC) parking lots (EQC parking area not included) during dates of this event.

## Facility Rental Fees

-All Facility Rental Fees for 2016 are subject to change and shall be based upon the then applicable approved rates.

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet Connection	05/01/2015	1.00 DAY	50.00 DAY	50.00
45 MB Internet Connection	05/01/2015 - 05/03/2015	3.00 DAY	400.00 DAY	1,200.00
20 Amp Drop	Estimate 4	4.00 EA	25.00 EA	100.00
30 Amp Drop	TBD	TBD EA	45.00 EA	TBD
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Audio Mixer	Estimate 3	3.00 EA	35.00 EA	105.00
Barricade (Plastic)	Estimate 100	100.00 EA	15.00 EA	1,500.00
Bleacher (100 Seat Section)	Estimate 4	4.00 EA	250.00 EA	1,000.00
Cable Ramp	Estimate 6	6.00 EA	15.00 EA	90.00
Diesel & Gasoline	TBD	TBD GAL	3.00 GAL	TBD
Dumpster	Estimate 150	150.00 EA	18.00 EA	2,700.00
Electrical Splitter Box	Estimate 12	12.00 EA	55.00 EVT	660.00
Electrical Usage Rate	Estimate Only	1.00 EA	5,000.00 EVT	5,000.00
Forklift	Estimate 36 Hours	36.00 HR	75.00 HR	2,700.00
Information Booth	Estimate 2	2.00 EA	150.00 EVT	300.00
(Does not include bottom banners)				
Man Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Picnic Table	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Electric Message Board	05/01/2015 - 05/03/2015	2.00 EA	75.00 EA/DAY	450.00

# EXHIBIT A

## Event Information

Public Address System ( <i>Per Building</i> )	05/01/2015 - 05/02/2015	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift ( <i>Electrical &amp; Banners</i> )	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Stanchion	Estimate 16	16.00 EA	5.00 EA	80.00
Sweeper ( <i>In-House</i> )	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Wireless Microphone	Estimate 2	2.00 EA	50.00 EA	100.00
Wireless Router	Estimate 5	5.00 EA	75.00 EVT	375.00
<b>Total:</b>				<b>18,750.00</b>

## Reimbursable Personnel Fees

### Event Operations

#### Set Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 30 Hours	30.00 HR	19.50 HR	585.00
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

#### Event Days

<b>Expo 04:00 PM - 08:00 PM</b>				
Grounds Attendant Lead	05/01/2015 02:00 PM - 08:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/01/2015 02:00 PM - 08:00 PM	3.00 EA	19.50 HR	351.00
Janitorial Attendant	05/01/2015 02:00 PM - 08:00 PM	4.00 EA	19.50 HR	468.00
Electrician	05/01/2015 02:00 PM - 08:00 PM	1.00 EA	47.50 HR	285.00

<b>Expo 9:00 AM - 6:00 PM &amp; Kids Run 08:00 AM - 12:00 PM</b>				
Grounds Attendant Lead	05/02/2015 06:00 AM - 06:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	05/02/2015 06:00 AM - 06:00 PM	3.00 EA	19.50 HR	702.00
Janitorial Attendant	05/02/2015 06:00 AM - 06:00 PM	8.00 EA	19.50 HR	1,872.00
Electrician	05/02/2015 06:00 AM - 06:00 PM	1.00 EA	47.50 HR	570.00

<b>OC Marathon 05:30 AM - 03:00 PM</b>				
Grounds Attendant Lead	05/03/2015 04:30 AM - 03:00 PM	1.00 EA	30.00 HR	315.00
Grounds Attendant	05/03/2015 04:30 AM - 03:00 PM	3.00 EA	19.50 HR	614.25
Janitorial Attendant Lead	TBD	TBD EA	30.00 HR	TBD
Janitorial Attendant	05/03/2015 04:30 AM - 03:00 PM	14.00 EA	19.50 HR	2,866.50
Electrician	05/03/2015 04:30 AM - 03:00 PM	1.00 EA	47.50 HR	498.75

#### Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

### Event Sales & Services

Event Coordinator	05/01/2015 02:00 PM - 08:00 PM	1.00 EA	40.00 HR	240.00
Event Coordinator	05/02/2015 06:00 AM - 06:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	05/03/2015 03:00 AM - 03:00 PM	1.00 EA	40.00 HR	480.00

### Parking

#### Set Up

Parking Attendant Lead	04/30/2015 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	04/30/2015 07:00 AM - 05:00 PM	3.00 EA	19.50 HR	585.00
Parking Attendant Lead	05/01/2015 07:00 AM - 03:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	05/01/2015 07:00 AM - 03:00 PM	2.00 EA	19.50 HR	312.00
Parking Attendant Lead	05/02/2015 07:00 AM - 12:00 PM	2.00 EA	30.00 HR	300.00
Parking Attendant	05/02/2015 07:00 AM - 12:00 PM	3.00 EA	19.50 HR	292.50

#### Course Set Up

Parking Attendant Lead	05/03/2015 01:00 AM - 06:00 AM	1.00 EA	30.00 HR	150.00
Parking Attendant	05/03/2015 01:00 AM - 06:00 AM	1.00 EA	19.50 HR	97.50

#### Course Teardown

Parking Attendant Lead	05/03/2015 02:00 PM - 06:00 PM	1.00 EA	30.00 HR	120.00
Parking Attendant	05/03/2015 02:00 PM - 06:00 PM	3.00 EA	19.50 HR	234.00

### Safety & Security

Security Attendant	04/29/2015 05:00 PM - 12:00 AM	1.00 EA	19.50 HR	136.50
Security Attendant - Overnight	04/29/2015 05:00 PM - 04/30/2015 08:00 AM	2.00 EA	19.50 HR	585.00

# EXHIBIT A

## Event Information

Security Attendant	04/30/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - Overnight	04/30/2015 05:00 PM - 05/01/2015 08:00 AM	2.00 EA	19.50 HR	585.00
Security Attendant - Overnight	04/30/2015 05:30 PM - 05/01/2015 08:30 AM	2.00 EA	19.50 HR	585.00
Security Attendant	05/01/2015 08:30 AM - 5:00 PM	2.00 EA	19.50 HR	331.50
Security Attendant - Overnight	05/01/2015 05:00 PM - 05/02/2015 08:00 AM	2.00 EA	19.50 HR	585.00
Security Attendant - Overnight	05/01/2015 07:30 PM - 05/02/2015 08:00 AM	2.00 EA	19.50 HR	487.50
Security Attendant Lead	05/02/2015 08:00 AM - 01:00 PM	1.00 EA	30.00 HR	150.00
Security Attendant	05/02/2015 08:00 AM - 01:00 PM	5.00 EA	19.50 HR	487.50
Security Attendant - Overnight	05/02/2015 05:00 PM - 05/03/2015 08:00 AM	2.00 EA	19.50 HR	585.00
Security Attendant Lead	05/03/2015 04:00 AM - 03:00 PM	1.00 EA	30.00 HR	330.00
Security Attendant	05/03/2015 04:00 AM - 03:00 PM	20.00 EA	19.50 HR	4,290.00
Security Attendant	05/03/2015 05:00 AM - 09:00 AM	1.00 EA	19.50 HR	78.00

### Technology

Technology Attendant	Flat Fee ( <i>Audio Configuration</i> )	1.00 EA	100.00 EVT	100.00
Technology Attendant	TBD	TBD HR	37.50 HR	TBD

### Outside Services

Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 HR	263.00 HR	263.00
Costa Mesa Police Department - Kids Run	05/02/2015 Estimate Only	1.00 EA	1,200.00 EVT	1,200.00

**Total: \$28,368.00**

### Summary

Facility Rental Fees for 2015	\$22,312.50
Estimated 2015 Equipment Fees and Reimbursable Personnel/Outside Services Fees	\$47,118.00
Refundable Deposit ( <i>Applicable Each Year</i> )	\$5,000.00

**Grand Total: \$74,430.50**

### Annual Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - Facility Rental Fees	02/13/2015	\$22,312.50
Second Payment - Estimated Equipment Fees, Reimbursable Personnel Fees & Refundable Deposit	03/02/2015	\$26,059.00
Third Payment - Estimated Equipment Fees, Reimbursable Personnel Fees & Refundable Deposit	03/30/2015	\$26,059.00

Payment for 2016 event year to reflect annually approved Facility Rental Fees.

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.

### GUARANTEE:

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$100,000 in annual event revenues for each event year from 2015 through 2016 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to the calculation of this \$100,000 minimum guarantee.

### SETTLEMENT:

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within ten (10) business days of conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$100,000 minimum guarantee will be invoiced and be payable immediately upon receipt.

### APPROVED BOOKING OF ADJOINING EVENT:

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$100,000 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$100,000 minimum guarantee.

### AMENDMENTS:

Any changes to this agreement will be outlined in an amendment.

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 **Cruisin' For A Cure** hereinafter, called the Renter

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **September 24 - 27, 2014**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Cruisin' For A Cure**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$59,067.75**

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Cruisin' For A Cure**  
**25491 Morningstar**  
**Lake Forest, CA 92630**

By \_\_\_\_\_

Title: **Debbie Baker, Promoter**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Cruisin' For A Cure  
Contact Person: Debbie Baker  
Event Date: 09/26/2015

Contract No: R-062-15  
Phone: (949) 752-5115 x10  
Hours: 7:00 AM - 5:00 PM

Admission Price: Adult: \$15.00 AAA Discount: \$2.00 off per ticket Child: 12 and Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 15,000

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Thursday</b>			
Anaheim Building (#16)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Baja Lawn	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Campground	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Centennial Way	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Lane	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Lane South (South Lawn)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Meadows	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Courtyard	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Crafters Village	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Livestock Lane	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Main Mall	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
OC Promenade (The Span)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Park Plaza	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot I	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot P	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
The Hangar	09/24/2015 08:00 AM - 08:00 PM	Move In	0.00
<b>Friday</b>			
Anaheim Building (#16)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Asphalt Behind Costa Mesa Building (#10)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Baja Lawn	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Campground	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Centennial Way	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Costa Mesa Building (#10)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Lane	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Lane South (South Lawn)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Country Meadows	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Courtyard	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Crafters Village	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Family Fair Way (Commerce Way)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Huntington Beach Building (#12)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Livestock Lane	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Los Alamitos Building (#14)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Main Mall	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
OC Promenade (The Span)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Park Plaza	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot I	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Parking Lot P	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
The Hangar	09/25/2015 08:00 AM - 08:00 PM	Move In	0.00
<b>Saturday</b>			
Anaheim Building (#16)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Asphalt Behind Costa Mesa Building (#10)	09/26/2015 08:00 AM - 05:00 PM	Event	0.00
Baja Lawn	09/26/2015 08:00 AM - 05:00 PM	Event	0.00
Campground	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Centennial Way	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Costa Mesa Building (#10)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Country Lane	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Country Lane South (South Lawn)	09/26/2015 08:00 AM - 05:00 PM	Event	0.00
Country Meadows	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Courtyard	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Crafters Village	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Huntington Beach Building (#12)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Livestock Lane	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Los Alamitos Building (#14)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00

# EXHIBIT A

## Event Information

Main Mall	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
OC Promenade (The Span)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Park Plaza	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
Parking Lot I	09/26/2015 08:00 AM - 05:00 PM	Event	0.00
Parking Lot P	09/26/2015 08:00 AM - 05:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/26/2015 07:00 AM - 05:00 PM	Event	0.00
The Hangar	09/26/2015 08:00 AM - 05:00 PM	Event	0.00

## Sunday

Anaheim Building (#16)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Asphalt Behind Costa Mesa Building (#10)	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00
Baja Lawn	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00
Campground	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Centennial Way	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Costa Mesa Building (#10)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Country Lane	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Country Lane South (South Lawn)	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00
Country Meadows	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Courtyard	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Crafters Village	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Family Fair Way (Commerce Way)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Huntington Beach Building (#12)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Livestock Lane	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Los Alamitos Building (#14)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Main Mall	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
OC Promenade (The Span)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Park Plaza	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
Parking Lot I	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00
Parking Lot P	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00
Santa Ana Pavilion (Parade of Products)	09/27/2015 06:00 AM - 12:00 PM	Move Out	0.00
The Hangar	09/27/2015 08:00 AM - 12:00 PM	Move Out	0.00

\*OCFEC will retain \$23,125.00 or 15% of Gross Admissions Revenue if greater.

Total: \*23,125.00

-Move out must be completed by 12:00 Noon on Sunday - September 27, 2015 to avoid additional charges.

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
30 Amp Drop	Estimate 1	1.00 EA	40.00 EA	40.00
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Barricade	Estimate 70	70.00 EA	15.00 EA	1,050.00
Bench (Metal)	Estimate 60	60.00 EA	10.00 EA	600.00
Cable Ramp	Estimate 5	5.00 EA	15.00 EA	75.00
Dumpster	Estimate 80	80.00 EA	18.00 EA	1,440.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Man Lift	Estimate 25 Hours	25.00 HR	75.00 HR	1,875.00
Marquee Board (7 Consecutive Days)	09/20/2015 - 09/26/2015	1.00 WK	450.00 WK	450.00
Overall Public Address System	09/26/2015	1.00 EA	250.00 EA/DAY	250.00
Picnic Table (Rectangular & Round)	Estimate 30	30.00 EA	15.00 EVT	450.00
Portable Electronic Message Board	09/26/2015	2.00 EA	75.00 EA/DAY	150.00
Sweeper	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Ticket Booth	Estimate 6	6.00 EA	100.00 EA	600.00
Traffic Cone	Flat Rate (Estimate 1,400 cones)	1.00 EA	500.00 EVT	500.00
Windmaster (Small)	Estimate 8	8.00 EA	15.00 EA	120.00

Total: 12,220.00

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Admissions</b>				
Money Room Attendant	09/26/2015 06:00 AM - 06:00 PM	1.00 EA	21.50 HR	258.00
Office Admissions Staff	09/26/2015 07:00 AM - 05:00 PM	1.00 EA	19.50 HR	195.00
Ticket Seller Lead	09/26/2015 06:00 AM - 05:00 PM	1.00 EA	30.00 HR	330.00
Ticket Seller	09/26/2015 06:00 AM - 02:00 PM	3.00 EA	19.50 HR	468.00
Ticket Seller	09/26/2015 07:00 AM - 03:00 PM	2.00 EA	19.50 HR	312.00
Ticket Seller	09/26/2015 06:00 AM - 03:00 PM	4.00 EA	19.50 HR	702.00
Ticket Seller	09/26/2015 06:00 AM - 05:00 PM	1.00 EA	19.50 HR	214.50
Ticket Seller	09/26/2015 10:00 AM - 03:00 PM	1.00 EA	19.50 HR	97.50
Ticket Seller (Gate 8)	09/26/2015 05:00 AM - 03:00 PM	1.00 EA	19.50 HR	195.00

# EXHIBIT A

## Event Information

Ticket Taker Lead	09/26/2015 06:00 AM - 05:00 PM	1.00 EA	30.00 HR	330.00
Ticket Taker	09/26/2015 06:00 AM - 12:00 PM	4.00 EA	19.50 HR	468.00
Ticket Taker	09/26/2015 06:00 AM - 04:00 PM	2.00 EA	19.50 HR	390.00
Ticket Taker	09/26/2015 06:00 AM - 05:00 PM	1.00 EA	19.50 HR	214.50
Ticket Taker	09/26/2015 12:00 PM - 06:00 PM	3.00 EA	19.50 HR	351.00
Ticket Taker (Gate 8)	09/26/2015 05:00 AM - 03:00 PM	1.00 EA	19.50 HR	195.00
Ticket Taker (Green Gate)	09/26/2015 10:00 AM - 05:00 PM	1.00 EA	19.50 HR	136.50

### Event Operations

#### Set Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50

#### Event Day

Grounds Attendant Lead	09/26/2015 06:00 AM - 06:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	09/26/2015 06:00 AM - 05:30 PM	9.00 EA	19.50 HR	2,018.25
Janitorial Attendant	09/26/2015 06:00 AM - 06:00 PM	14.00 EA	19.50 HR	3,276.00
Electrician	09/26/2015 06:00 AM - 05:00 PM	1.00 EA	47.50 HR	522.50

#### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 45 Hours	45.00 HR	19.50 HR	877.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 5 Hours	5.00 HR	47.50 HR	237.50

### Event Sales & Services

Event Coordinator	09/26/2015 02:00 AM - 05:00 PM	1.00 EA	40.00 HR	600.00
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### Parking

Parking Attendant Lead	09/25/2015 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00
Parking Attendant	09/25/2015 08:00 AM - 08:00 PM	5.00 EA	19.50 HR	1,170.00

### Safety & Security

Security Attendant (Overnight)	09/25/2015 08:00 PM - 09/26/2015 04:00 AM	5.00 EA	19.50 HR	780.00
Security Attendant (Campground)	09/25/2015 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Security Attendant Lead	09/26/2015 06:00 AM - 06:00 PM	1.00 EA	30.00 HR	360.00
Security Attendant	09/26/2015 06:00 AM - 06:00 PM	9.00 EA	19.50 HR	2,106.00
Security Attendant (Gate 5, Gate 8 North, Gate 8 South)	09/26/2015 03:00 AM - 09:00 AM	3.00 EA	19.50 HR	351.00
Security Attendant (Temp Gate)	09/26/2015 02:00 AM - 03:00 AM	1.00 EA	19.50 HR	19.50

### Technology

Technology Attendant	Estimate 8 Hours	8.00 HR	37.50 HR	300.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00

### Outside Services

Creative Design Services (Signs)	TBD (\$306.00 in 2014)	TBD EVT	TBD EVT	TBD
Davis Lot Fees (Offsite Parking)	TBD	TBD EA	60.00 EVT	TBD
Fence Rental	Estimate Only	1.00 EA	1,400.00 EVT	1,400.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	2,000 EVT	2,000.00
State Fire Marshal	Estimate Only	1.00 HR	263.00 HR	263.00

Cash Handling Fees	(\$269.84 in 2014 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBDEVT	TBD
Credit Card Fees	2.85% (\$0 in 2014)	TBD EVT	TBDEVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$838.90 in 2014)	TBD EVT	TBDEVT	TBD
Ticketmaster Ticketing Fees	TBD	TBD EVT	TBD EVT	TBD

**Total: 23,722.75**

# EXHIBIT A

## Event Information Summary

Facility Rental Total *(\$23,125.00 or 15% of Gross Admissions Revenue if greater)	*\$23,125.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$35,942.75
<b>Grand Total:</b>	<b>*\$59,067.75</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	03/30/2015	\$1,000.00
Second Payment	06/24/2015	\$11,647.75
Third Payment	07/24/2015	\$11,647.50
Fourth Payment	08/24/2015	\$11,647.50
<b>Total:</b>		<b>\$35,942.75</b>
<b>Payment Total:</b>		<b>\$35,942.75</b>

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

- \$35,942.75 is due on or before above listed dates.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Revenue.
- OCFEC will retain \$23,125.00 or 15% of Gross Admissions Revenue if greater.

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.



REVIEWED \_\_\_\_\_

DATE April 13, 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 **Sugar Plum Festivals** hereinafter, called the Renter

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**September 28 - October 4, 2015**

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Sugar Plum Arts & Crafts Festivals**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$28,736.00**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Sugar Plum Festivals**  
**2005 Palo Verde Avenue, Suite 318**  
**Long Beach, CA 90815**

By \_\_\_\_\_

**Title: Camilla Richter, Promoter**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

**Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A - October

## Event Information

Event Name: Sugar Plum Arts & Crafts Festivals  
 Contact Person: Camilla Richter  
 Event Dates: 10/01/2015 - 10/03/2015

Contract No: R-068-15  
 Phone: (562) 598-0857  
 Hours: Thursday: 9:00 AM - 8:00 PM  
 Friday: 10:00 AM - 8:00 PM  
 Saturday: 9:00 AM - 5:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Monday</b>			
Costa Mesa Building (#10)	09/28/2015 03:00 PM - 10:00 PM	Move In	1,000.00
<b>Tuesday</b>			
Costa Mesa Building (#10)	09/29/2015 08:00 AM - 10:00 PM	Move In	2,000.00
<b>Wednesday</b>			
Costa Mesa Building (#10)	09/30/2015 08:00 AM - 10:00 PM	Move In	2,000.00
<b>Thursday</b>			
Costa Mesa Building (#10)	10/01/2015 09:00 AM - 08:00 PM	Event	4,000.00
<b>Friday</b>			
Costa Mesa Building (#10)	10/02/2015 10:00 AM - 08:00 PM	Event	4,000.00
<b>Saturday</b>			
Costa Mesa Building (#10)	10/03/2015 09:00 AM - 05:00 PM	Event	4,000.00
<b>Sunday</b>			
Costa Mesa Building (#10)	10/04/2015 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - October 4, 2015 to avoid additional charges.

Total: 17,000.00

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet - Dynamic IP	10/01/2015 - 10/03/2015	1.00 EA	50.00 EA/DAY	150.00
Dumpster	Estimate 13	13.00 EA	18.00 EA	234.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Hang Tag - 3 Day	Estimate 120	120.00 EA	12.00 EA	1,440.00
Portable Electronic Message Board	10/01/2015 - 10/03/2015	1.00 EA	75.00 EA/DAY	225.00
Public Address System (Per Building)	09/30/2015 - 10/03/2015	1.00 EA	75.00 EA/DAY	300.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Total:				4,149.00

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Event Day</b>				
Grounds Attendant Lead	10/01/2015 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	10/01/2015 08:00 AM - 08:00 PM	1.00 EA	19.50 HR	234.00
Janitorial Attendant	10/01/2015 08:00 AM - 08:00 PM	2.00 EA	19.50 HR	468.00
Grounds Attendant Lead	10/02/2015 09:00 AM - 08:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	10/02/2015 09:00 AM - 08:00 PM	1.00 EA	19.50 HR	214.50
Janitorial Attendant	10/02/2015 09:00 AM - 08:00 PM	2.00 EA	19.50 HR	429.00
Grounds Attendant Lead	10/03/2015 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	10/03/2015 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50
Janitorial Attendant	10/03/2015 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00

# EXHIBIT A - October

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00

### Event Sales & Services

Event Coordinator	10/01/2015 08:00 AM - 08:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	10/02/2015 09:00 AM - 08:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	10/03/2015 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00

### Parking

Parking Attendant Lead	09/30/2015 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	09/30/2015 09:00 AM - 07:00 PM	2.00 EA	19.50 HR	390.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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### Insurance

S.E.L.I. Insurance	10/01/2015 - 10/03/2015	3.00 EA	225.00 EA/DAY	675.00
(Includes coverage for move-in/move-out period listed on Rental Agreement)				

**Total: 6,087.00**

## Summary

Facility Rental Total	\$17,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,236.00
Refundable Deposit	\$1,500.00

**Grand Total: \$28,736.00**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/27/2015	\$1,000.00
Second Payment	06/29/2015	\$9,246.00
Third Payment	07/28/2015	\$9,245.00
Fourth Payment	08/28/2015	\$9,245.00

**Total: \$28,736.00**

**Payment Total: \$28,736.00**

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **N-Effect Productions** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**June 17 - 18, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Northwood High School Grad Night 2015**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$7,767.50**

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.

**N-Effect Productions**  
**26822 Vista Terrace**  
**Lake Forest, CA 92630**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Kris Plourde, Chief Executive Officer**

Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Northwood High School Grad Night 2015  
 Contact Person: Kris Plourde  
 Event Date: 06/17/2015 - 06/18/2015

Contract No: R-076-15  
 Phone: (949) 230-4149  
 Hours: Start: 06/17/2015 - 11:00 PM  
 Conclude: 06/18/2015 - 5:00 AM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	06/17/2015 08:00 AM - 11:00 PM	Move In	Included
Costa Mesa Building (#10)	06/17/2015 11:00 PM - 06/18/2015 05:00 AM	Event	4,000.00

-Move out must be completed by 12:00 Noon on Thursday - June 18, 2015 to avoid additional charges. **Total: 4,000.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	06/17/2015	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>980.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	06/17/2015 10:00 PM - 06/18/2015 05:00 AM	1.00 EA	30.00 HR	210.00
Grounds Attendant	06/17/2015 10:00 PM - 06/18/2015 05:00 AM	1.00 EA	19.50 HR	136.50
Janitorial Attendant (Restroom & Trash)	06/17/2015 10:00 PM - 06/18/2015 05:00 AM	2.00 EA	19.50 HR	273.00
Electrician	06/17/2015 10:00 PM - 06/18/2015 05:00 AM	1.00 HR	47.50 HR	332.50
<b>Clean Up</b>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/17/2015 10:00 PM - 06/18/2015 05:00 AM	1.00 EA	40.00 HR	280.00
<b>Parking</b>				
Parking Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
<b>Safety &amp; Security</b>				
Security Attendant	06/17/2015 10:30 PM - 06/18/2015 05:30 AM	4.00 EA	19.50 HR	546.00
(Safety & Security coverage is required for facility and/or emergency needs)				
-One (1) parent/chaperone required for every thirty (30) students.				
<b>Total:</b>				<b>2,182.50</b>

## Summary

Facility Rental Total	\$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,162.50
Parking Buyout (15 chaperone cars; students transported by bus)	\$105.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$7,767.50</b>

# EXHIBIT A

## Event Information

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/17/2015	\$1,000.00
Second Payment	03/17/2015	\$2,256.00
Third Payment	04/17/2015	\$2,255.75
Fourth Payment	05/18/2015	\$2,255.75
	<b>Total:</b>	<b>\$7,767.50</b>
	<b>Payment Total:</b>	<b>\$7,767.50</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.

#### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

#### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

#### SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. All amplified music/sound must be limited to/contained inside the Costa Mesa Building (#10). Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, N-Effect Productions must comply with request. The Costa Mesa Building (#10) doors must remain closed after 10:00 PM to contain sound.

REVIEWED \_\_\_\_\_

DATE April 15, 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 **Sand Sports Super Show** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**March 14 - 15, 2015**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Sand Sports Super Swap - Off-Road & Motorcycle Swap Meet**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$4,237.00**

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.

**Sand Sports Super Show**  
**2824 Columbia Street**  
**Torrance, CA 90503**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Donald Murphy, Owner**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Sand Sports Super Swap  
 Contact Person: Donald Murphy  
 Event Date: 03/15/2015

Contract No: R-079-15  
 Phone: (310) 533-0589  
 Hours: 7:00 AM - 2:00 PM

Admission Price: Adult: \$10.00 Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Attendance: 1,000

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday Parking Lot I	03/14/2015 06:00 PM - 09:00 PM	Move In	250.00
Sunday Parking Lot I	03/15/2015 07:00 AM - 02:00 PM	Event	1,700.00
-Move out must be completed by 11:59 PM on Sunday - March 15, 2015 to avoid additional charges.			
<b>Total:</b>			<b>1,950.00</b>

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	03/15/2015	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>426.00</b>

Sand Sports Super Swap will use generators. No electrical needed for this event.

## 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>				
Set Up Electrician	TBD	TBD HR	47.50 HR	TBD
<b><u>Event Day</u></b>				
Grounds Attendant Lead	03/15/2015 06:00 AM - 02:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	03/15/2015 06:00 AM - 02:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	03/15/2015 06:00 AM - 02:00 PM	2.00 EA	19.50 HR	312.00
<b><u>Clean Up</u></b>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b><u>Event Sales &amp; Services</u></b>				
Event Coordinator	03/15/2015 06:00 AM - 02:00 PM	1.00 EA	40.00 HR	320.00
<b><u>Parking</u></b>				
Parking Attendant (Set Up and Tear Down of Directional Signage and Portable Electronic Message Board)	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Total:</b>				<b>1,361.00</b>

## Summary

Facility Rental Total	\$1,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,787.00
Refundable Deposit	\$500.00
Parking Buyout - TBD	



# EXHIBIT A

## Event Information

Grand Total: \$4,237.00

## Payment Schedule

### Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
02/13/2015	4,237.00

Total: \$4,237.00

Payment Total: \$4,237.00

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OC FEC Master Concessionaire.

REVIEWED \_\_\_\_\_

DATE **April 15, 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 **N-Effect Productions** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**June 19 - 20, 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:

**Tesoro High School Grad Night 2015**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$7,767.50**

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 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.

**N-Effect Productions**  
**26822 Vista Terrace**  
**Lake Forest, CA 92630**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Kris Plourde, Chief Executive Officer****Title: Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Tesoro High School Grad Night 2015  
 Contact Person: Kris Plourde  
 Event Date: 06/19/2015 - 06/20/2015

Contract No: R-092-15  
 Phone: (949) 230-4149  
 Hours: Start: 6/19/2015 - 11:00 PM  
 Conclude: 6/20/2015 - 5:00 AM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 500

## Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Costa Mesa Building (#10)	06/19/2015 08:00 AM - 11:00 PM	Move In	Included
Costa Mesa Building (#10)	06/19/2015 11:00 PM - 06/20/2015 05:00 AM	Event	4,000.00

-Move out must be completed by 12:00 Noon on Saturday - June 20, 2015 to avoid additional charges. **Total: 4,000.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	06/19/2015	2.00 EA	75.00 EA/DAY	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>980.00</b>

## Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Day</b>				
Grounds Attendant Lead	06/19/2015 10:00 PM - 06/20/2015 05:00 AM	1.00 EA	30.00 HR	210.00
Grounds Attendant	06/19/2015 10:00 PM - 06/20/2015 05:00 AM	1.00 EA	19.50 HR	136.50
Janitorial Attendant (Restroom & Trash)	06/19/2015 10:00 PM - 06/20/2015 05:00 AM	2.00 EA	19.50 HR	273.00
Electrician	06/19/2015 10:00 PM - 06/20/2015 05:00 AM	1.00 EA	47.50 HR	332.50
<b>Clean Up</b>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	06/19/2015 10:00 PM - 06/20/2015 05:00 AM	1.00 EA	40.00 HR	280.00
<b>Parking</b>				
Parking Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
<b>Safety &amp; Security</b>				
Security Attendant	06/19/2015 10:30 PM - 06/20/2015 05:30 AM	4.00 EA	19.50 HR	546.00
(Safety & Security coverage is required for facility and/or emergency needs)				
-One (1) parent/chaperone required for every thirty (30) students.				
<b>Total:</b>				<b>2,182.50</b>

## Summary

Facility Rental Total	\$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,162.50
Parking Buyout (15 chaperone cars; students transported by bus)	\$105.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	<b>\$7,767.50</b>

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/19/2015	\$1,000.00
Second Payment	03/19/2015	\$2,256.00
Third Payment	04/20/2015	\$2,255.75
Fourth Payment	05/19/2015	\$2,255.75
	<b>Total:</b>	<b>\$7,767.50</b>
	<b>Payment Total:</b>	<b>\$7,767.50</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.

#### ADDITIONAL INSURANCE REQUIREMENT

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

#### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

#### SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. All amplified music/sound must be limited to/contained inside the Costa Mesa Building (#10). Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, N-Effect Productions must comply with request. The Costa Mesa Building (#10) doors must remain closed after 10:00 PM to contain sound.

REVIEWED \_\_\_\_\_

DATE April 15, 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 **Magic Trees** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 27 - December 18, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
- 4.

**Magic Trees**

5. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$20,696.00**

6. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. 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 arising or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
9. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
10. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
12. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
13. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
14. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Magic Trees**  
**371 Countryside Road**  
**Oak Park, CA 91377**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Lauri Hoffman, Owner**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: Magic Trees  
Contact Person: Lauri Hoffman  
Event Dates: 11/29/2015 - 12/16/2015

Contract No: R-094-15  
Phone: (818) 384-8834  
Hours: 9:00 AM - 9:00 PM

Vehicle Parking Fee: Free

Projected Attendance: 5,500

## Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Portion of Parking Lot E	11/27/2015 - 11/28/2015 @ \$425.00 Per/Day	Move In	850.00
Portion of Parking Lot E	11/29/2015 - 12/16/2015 @ \$850.00 Per/Day	Event	15,300.00
Portion of Parking Lot E	12/17/2015 - 12/18/2015 @ \$425.00 Per/Day	Move Out	850.00
Total:			17,000.00

## Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
8' Folding Table	Estimate 7	7.00 EA	15.00 EA	105.00
40 Yard Dumpster*	TBD (2014 = \$387.00)	TBD EA	132.87 EA	TBD
Barricade	Estimate 10	10.00 EA	15.00 EA	150.00
Cable Ramp	Estimate 7	7.00 EA	15.00 EA	105.00
Dumpster	Estimate 11	11.00 EA	18.00 EA	198.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Hauling Fee*	TBD (2014 = \$771.36)	TBD TON	49.44 TON	TBD
Landfill Fee*	TBD	TBD EA	TBD EA	TBD

\*Landfill, Hauling and 40 Yard Dumpster Fees will be itemized and deducted from Refundable Deposit. Total: 1,488.00

## Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<u>Event Operations</u>				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	300.00 EVT	300.00
Total:				708.00

## Summary

Facility Rental Total	\$17,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,196.00
Refundable Deposit	\$1,500.00
Grand Total:	\$20,696.00

## Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	05/27/2015	\$1,000.00
Second Payment	08/27/2015	\$6,566.00
Third Payment	09/28/2015	\$6,565.00
Fourth Payment	10/27/2015	\$6,565.00
Total:		\$20,696.00
Payment Total:		\$20,696.00

Please Remit Payment in \*Check Only\*

\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\*

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction

# EXHIBIT A

## Event Information

projects and how they may affect your event.

**Compliance with the Office of the State Fire Marshal requires adherence to all guidelines as follows:**

- No unapproved/illegal temporary wiring.
- All combustible storage/pallets must be removed from all work tent locations after business hours and secured properly to avoid contact with energized electrical or heating equipment.
- The public must not be allowed to enter Christmas tree work/cutting tent locations as these can be hazardous areas. Barricading must be provided to restrict access.
- Illuminated exit signage must be provided for/at the main tent.
- “No Smoking” signs must be provided throughout the fenced and tented locations/areas.
- Paint is not permitted on concrete/asphalt surfaces. Spray Chalk is allowed.
- All tents and canopies shall meet the minimum flame resistance requirements listed in the California Code of Regulation T-19 & NFPA 701.
- Current tagged fire extinguishers must be provided on site.
- Access must be provided and maintained for all 2A10BC portable fire extinguishers for the entire run of the event.
- Fire and emergency access must be maintained for the entire run of the event.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **GemmStone, LLC.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**October 16 - 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:

**CAKE Expo**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$33,023.00**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) 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.

**GemmStone, LLC.**  
**72 Duet**  
**Irvine, CA 92603**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Gemma Touchstone, Planner****Title: Sharon Augenstein, Chief Financial Officer**



# EXHIBIT A

## Event Information

Event Name: CAKE Expo  
Contact Person: Gemma Touchstone  
Event Dates: 10/17/2015 - 10/18/2015

Contract No: R-097-15  
Phone: (949) 324-0347  
Hours: Saturday: 9:00 AM - 6:00 PM  
Sunday: 9:00 AM - 5:00 PM

Admission Price: Adult: \$15.00 Child (8 - 12): \$5.00

Vehicle Parking Fees: \$7.00 General Parking

Projected Attendance: 4,500

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim Building (#16)	10/16/2015 06:00 AM - 10:00 PM	Move In	950.00
Los Alamitos Building (#14)	10/16/2015 06:00 AM - 10:00 PM	Move In	1,300.00
The Hangar	10/16/2015 06:00 AM - 10:00 PM	Move In	1,600.00
<b>Saturday</b>			
Anaheim Building (#16)	10/17/2015 09:00 AM - 06:00 PM	Event	1,900.00
Los Alamitos Building (#14)	10/17/2015 09:00 AM - 06:00 PM	Event	2,600.00
The Hangar	10/17/2015 09:00 AM - 06:00 PM	Event	3,200.00
<b>Sunday</b>			
Anaheim Building (#16)	10/18/2015 09:00 AM - 05:00 PM	Event	1,900.00
Los Alamitos Building (#14)	10/18/2015 09:00 AM - 05:00 PM	Event	2,600.00
The Hangar	10/18/2015 09:00 AM - 05:00 PM	Event	3,200.00
<b>Monday</b>			
Anaheim Building (#16)	10/19/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/19/2015 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	10/19/2015 06:00 AM - 12:00 PM	Move Out	No Charge

- Move out must be completed by 12:00 Noon on Monday - October 19, 2015 to avoid additional charges. **Total: 19,250.00**

## Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
100 Amp Drop (Stage)	TBD	TBD EA	180.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	10/12/2015 - 10/18/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	10/17/2015 - 10/18/2015	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	10/17/2015 - 10/18/2015	3.00 EA	75.00 EA/DAY	450.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
<b>Total:</b>				<b>3,950.00</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 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00
<b>Event Day</b>				
Ground Attendant Lead	10/17/2015 08:00 AM - 06:30 PM	1.00 EA	30.00 HR	315.00
Grounds Attendant	10/17/2015 08:00 AM - 06:30 PM	3.00 EA	19.50 HR	614.25
Janitorial Attendant	10/17/2015 08:00 AM - 06:30 PM	4.00 EA	19.50 HR	819.00
Ground Attendant Lead	10/18/2015 08:00 AM - 05:30 PM	1.00 EA	30.00 HR	285.00
Grounds Attendant	10/18/2015 08:00 AM - 05:30 PM	3.00 EA	19.50 HR	555.75
Janitorial Attendant	10/18/2015 08:00 AM - 05:30 PM	4.00 EA	19.50 HR	741.00

# EXHIBIT A

## Event Information

### Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	47.50 HR	190.00

### Event Sales & Services

Event Coordinator	10/17/2015 08:00 AM - 06:30 PM	1.00 EA	40.00 HR	420.00
Event Coordinator	10/18/2015 08:00 AM - 05:30 PM	1.00 EA	40.00 HR	380.00

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 24 Hours	24.00 HR	19.50 HR	468.00

### Safety & Security

Security Attendant	10/17/2015 08:30 AM - 06:30 PM	4.00 EA	19.50 HR	780.00
Security Attendant	10/18/2015 08:30 AM - 05:30 PM	4.00 EA	19.50 HR	702.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
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### Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
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**Total: 8,323.00**

### Summary

Facility Rental Total	\$19,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$12,273.00
Refundable Deposit	\$1,500.00

**Grand Total: \$33,023.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/16/2015	\$1,500.00
Second Payment	07/16/2015	\$10,508.00
Third Payment	08/17/2015	\$10,508.00
Fourth Payment	09/16/2015	\$10,507.00

**Total: \$33,023.00**

**Payment Total: \$33,023.00**

Please Remit Payment in \*Check Only\*

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OYATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

### HEALTH DEPARTMENT

CAKE Expo has agreed to be the Event Coordinator at the 2015 event. This responsibility requires CAKE Expo to be the point of contact for all vendor related Health Department matters.

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 **Tex\*us Guitar Shows, Inc.** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **August 21 - 24, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**CA World Guitar Show**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$15,050.00**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 999**  
**Sperry, OK 74073**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: **Larry Briggs, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

# EXHIBIT A

## Event Information

Event Name: CA World Guitar Show  
Contact Person: Larry Briggs  
Event Dates: 08/22/2015 - 08/23/2015

Contract No: R-098-15  
Phone: (918) 288-2222  
Hours: Saturday: 10:00 AM - 5:00 PM  
Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$20.00 Child: 12 & Under Free

Vehicle Parking Fees: \$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>
Friday			
The Hangar	08/21/2015 06:00 AM - 10:00 PM	Move In	1,600.00
Saturday			
The Hangar	08/22/2015 10:00 AM - 05:00 PM	Event	3,200.00
Sunday			
The Hangar	08/23/2015 10:00 AM - 04:00 PM	Event	3,200.00
Monday			
The Hangar	08/24/2015 06:00 AM - 12:00 PM	Move Out	No Charge
- Move out must be completed by 12:00 Noon on Monday - August 24, 2015 due to S.E.L.I. coverage expiration.			<b>Total: 8,000.00</b>

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (Individual)	Estimate 2	2.00 EA	2.50 EA	5.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Marquee Board (7 Consecutive Days)	08/17/2015 - 08/23/2015	1.00 EA	450.00 WK	450.00
Portable Electronic Message Board	08/22/2015 - 08/23/2015	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	08/22/2015 - 08/23/2015	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Stanchion	Estimate 12	12.00 EA	5.00 EA	60.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
<b>Total:</b>				<b>1,930.00</b>

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Electrician	TBD	TBD HR	47.50 HR	TBD
<b>Event Day</b>				
Ground Attendant Lead	08/22/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/22/2015 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	08/22/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Ground Attendant Lead	08/23/2015 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	08/23/2015 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
Janitorial Attendant	08/23/2015 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
<b>Event Sales &amp; Services</b>				
Event Coordinator	08/22/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	08/23/2015 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

# EXHIBIT A

## Event Information

### Parking

Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00

### Safety & Security

#### Overnight

Security Attendant	08/21/2015 05:00 PM - 08/22/2015 10:00 AM	1.00 EA	19.50 HR	331.50
Security Attendant	08/22/2015 05:00 PM - 08/23/2015 09:00 AM	1.00 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

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
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### Insurance

S.E.L.I. Insurance	08/22/2015 - 08/23/2015	2.00 DAY	155.00 DAY	310.00
(Includes coverage for Move in/Move out period listed on Rental Agreement)				

**Total: 4,120.00**

### Summary

Facility Rental Total				\$8,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$6,050.00
Refundable Deposit				\$1,000.00

**Grand Total: \$15,050.00**

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	04/21/2015	\$1,000.00
Second Payment	05/21/2015	\$4,684.00
Third Payment	06/22/2015	\$4,683.00
Fourth Payment	07/21/2015	\$4,683.00

**Total: \$15,050.00**

**Payment Total: \$15,050.00**

**Please Remit Payment in \*Check Only\***

**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

### OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

REVIEWED \_\_\_\_\_

DATE April 15, 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 **Barrett-Jackson Auction Co. LLC** hereinafter, called the Rentor

**WITNESSETH:**

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **April 1 - June 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:

**Barrett-Jackson Trailer Space Rental (Inside Gate 8)**

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**\$1,350.00 Paid Quarterly (Based on \$450.00 per Month Space Rental)**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Barrett-Jackson Auction Co. LLC**  
**7400 East Monte Cristo Avenue**  
**Scottsdale, AZ 85260**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Craig H. Jackson, Chief Executive Officer**

**Title: Sharon Augenstein, Chief Financial Officer**

**AGREEMENT: R-101-15**  
**DATED: March 5, 2015**  
**WITH: Barrett-Jackson Auction Co. LLC**  
**PHONE: (714) 593-8141**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** April 1, 2015 through June 30, 2015

**LOCATION(S):**  
Parking space in Lot G (Inside Gate 8)

**RENTER AGREES:**

- That parking space is for one custom-built trailer.
- That no hazardous materials of any kind will be stored in or around the trailer.
- There will be nothing stored outside of the trailer at any time, nor anything stored in parking space when trailer is not occupying the space.
- There is no in-and-out privilege taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That the District/OCFEC is in no way responsible for the Renter's trailer or its contents.
- That the Lot G area is shared with other renters. Renter does not have exclusive use of area.
- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District/OCFEC property.
- That in the event the above stated facility location is no longer available to Renter, District/OCFEC reserves the right to relocate parking space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent monies will be refunded.

**PAYMENT SCHEDULE:**

**April - June, 2015**

\$450.00 per month, paid quarterly (\$1,350.00), due on or before the 5<sup>th</sup> of April, 2015.

**LATE PAYMENTS:** Payments received after the 10<sup>th</sup> of April, 2015 will be subject to a \$25.00 late fee.

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 **Lucky 7** 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:

**Lucky 7 - 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 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.

**Lucky 7**  
**13421 Lilly Street**  
**Garden Grove, CA 92843**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Kathy Whisenand, Wagon Master**

**Title: Sharon Augenstein, Chief Financial Officer**



REVIEWED \_\_\_\_\_

DATE April 15, 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 **Oh My Gaga** hereinafter, called the Renter

**WITNESSETH:**

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

**January 1, 2015 to December 31, 2015**

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

**See Exhibit A**

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**Oh My Gaga**

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

**Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.**

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

**Oh My Gaga**  
**2827 Fanwood Avenue**  
**Long Beach, CA 90815**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Clare Shimasaki**

**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 \_\_\_\_\_

DATE April 15, 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 **Wings on Wheels Pizza dba Hobo Co 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:

**Hobo Co 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.

**Hobo Co Pizza**  
**1631 Cherry Street, Unit A**  
**Placentia, CA 92870**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Lorrick Simon**

**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 3 Take Da Good Life Inc. dba Samurai 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:

**Samurai 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.

**3 Take Da Good Life Inc. dba Samurai Burrito  
18932 Brookhurst Street  
Fountain Valley, CA 92708**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Joe Takeda**

**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>
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2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

*(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)*

### **\*REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**As of March 31, 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, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213006	06/10/13	Pac Amp Campground PMT Upgrade-Solicitation of Bids	CFFA	\$16,011.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$549,284.00
<b>New</b>					
<b>Revision/Amendment</b>					

# **New Joint Powers Authority Agreements**

**March 2015**

**None**



# **Joint Powers Authority**

## **Invoices Paid in March 2015**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76212  
Date Paid: 03/05/2015

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 001311  
Invoice Date: 8/20/2013  
Customer Code: 32nd  
Project: 03212031  
Ovatlons Kitchens

Description	Amount
CFFA Project Admin Fees per LOU 12-031A- Additional Inspection	520.00
	\$520.00

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$520.00  
Sales Tax: 0.00  
Invoice Total: \$520.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Phone: (916) 263-6100  
Fax: (916) 263-6116

## Payment Authorization

Date: 6/25/2014

Amount: \$ 520.00

Vendor Name: CFFA

Invoice No.: 1311

Invoice Date: 8/20/2013

Project No.: 03212031

Project Name: Ovations Kitchens

Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*AMY Coleman*  
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

Check #: 76228  
Date Paid: 03/12/2015

## Payment Authorization

Date: 02/17/2015

Amount: \$42,709.89

Vendor Name: American Electric Company

Invoice No.: 3

Invoice Date: 02/05/2015

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

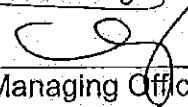
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CALIFORNIA FAIRS FINANCING AUTHORITY

PROJECT: WEST END ELECTRICAL UPGRADE  
AT ORANGE COUNTY FAIR AND EVENT CENTER

APPLICATION NO: 3  
PERIOD TO: 10/26/14  
PROJECT NO:

FROM CONTRACTOR: AMERICAN ELECTRIC COMPANY  
1015 W. Briardale Ave. - Orange, CA 92665

VIA ARCHITECT:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.  
Continuation sheet is attached.

1.	ORIGINAL CONTRACT SUM.....	\$ 412,000.00
2.	Net change by Change Orders.....	\$ 38,739.78
3.	CONTRACT SUM TO DATE.....	\$ 450,739.78
4.	TOTAL COMPLETED & STORED TO DATE.....	\$ 450,739.78
5.	RETAINAGE	
a.	5% of Completed Work \$ 22,536.99	
b.	5% of Stored Material	
	Total retainage 22,536.99	
	TOTAL EARNED LESS RETAINAGE.....	\$ 428,202.79
6.		
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT...	\$ 385,492.90
8.	CURRENT PAYMENT DUE.....	\$ 42,709.89
9.	BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$ 22,536.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month	\$ -	\$ 38,739.78
TOTALS	\$ -	\$ 38,739.78
NET CHANGES by Change Order		\$ 38,739.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and the belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Katrina G. Kincaid Date: 2/5/2015  
By: Katrina G. Kincaid, President

State of: \_\_\_\_\_  
Country of: \_\_\_\_\_  
Subscribed 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 the on-site observations and the data comprising this application, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$ 42,709.89  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_  
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

PROJECT MANAGER: Buy SL Date: 2-4-15  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUATION SHEET**

CFFA - WEST END ELECTRICAL UPGRADE AT THE OC FAIR &amp; EVENT CENTER

 APPLICATION AND CERTIFICATE FOR PAYMENT  
 containing Contractor's Signed Certification, is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

3

APPLICATION DATE:

2/5/15

PERIOD TO:

10/26/14

PROJECT NO:

A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed & Stored to Date (D+E+F)	Percentage Complete (G/C)	Balance to Finish	Retainage
			From Previous (D +E)	This Period					
001	BOND	\$ 5,900.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	100.00%	0.00	295.00
002	SUBMITTALS	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%	0.00	150.00
003	SUPERVISION	\$ 10,900.00	\$ 10,682.00	\$ 218.00	\$ -	\$ 10,900.00	100.00%	0.00	545.00
004	MOBILIZATION (CONTAINER & FENCE)	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100.00%	0.00	60.00
005	150 KW GENERATOR	\$ 7,000.00	\$ 6,860.00	\$ 140.00	\$ -	\$ 7,000.00	100.00%	0.00	350.00
006	FUEL FOR GENERATOR	\$ 12,000.00	\$ 11,760.00	\$ 240.00	\$ -	\$ 12,000.00	100.00%	0.00	600.00
007	TRENCHING	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%	0.00	450.00
008	CONCRETE BOXES AND TRENCH DUCT	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	100.00%	0.00	1,350.00
009	WIRE PULL & MAKE-UP	\$ 24,000.00	\$ 23,520.00	\$ 480.00	\$ -	\$ 24,000.00	100.00%	0.00	1,200.00
010	DUCT BANK	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100.00%	0.00	1,250.00
011	GEAR AND TRANSFORMER INSTALLATION	\$ 10,000.00	\$ 9,800.00	\$ 200.00	\$ -	\$ 10,000.00	100.00%	0.00	500.00
012	SOIL EXPORT	\$ 8,000.00	\$ 7,840.00	\$ 160.00	\$ -	\$ 8,000.00	100.00%	0.00	400.00
013	ELECTRIC TESTING LAB	\$ 5,000.00	\$ 4,900.00	\$ 100.00	\$ -	\$ 5,000.00	100.00%	0.00	250.00
014	SLAB, GATES AND FOOTINGS	\$ 68,000.00	\$ 66,640.00	\$ 1,360.00	\$ -	\$ 68,000.00	100.00%	0.00	3,400.00
015	PLASTER	\$ 22,000.00	\$ 21,560.00	\$ 440.00	\$ -	\$ 22,000.00	100.00%	0.00	1,100.00
016	SANITARY CONTROL	\$ 1,000.00	\$ 950.00	\$ 50.00	\$ -	\$ 1,000.00	100.00%	0.00	50.00
017	BLOCK	\$ 15,000.00	\$ 14,250.00	\$ 750.00	\$ -	\$ 15,000.00	100.00%	0.00	750.00
018	DEMO	\$ 27,000.00	\$ 26,460.00	\$ 540.00	\$ -	\$ 27,000.00	100.00%	0.00	1,350.00
019	PAINT	\$ 3,000.00	\$ 2,940.00	\$ 60.00	\$ -	\$ 3,000.00	100.00%	0.00	150.00
020	ASPHALT PATCH	\$ 16,000.00	\$ 15,680.00	\$ 320.00	\$ -	\$ 16,000.00	100.00%	0.00	800.00
021	MISC. ELECTRICAL MATERIAL & LABOR	\$ 108,000.00	\$ 106,920.00	\$ 1,080.00	\$ -	\$ 108,000.00	100.00%	0.00	5,400.00
022	CLEAN-UP	\$ 4,000.00	\$ 3,920.00	\$ 80.00	\$ -	\$ 4,000.00	100.00%	0.00	200.00
023	CHANGE ORDER #1	\$ 6,205.74	\$ -	\$ 6,205.74	\$ -	\$ 6,205.74	100.00%	0.00	310.29
024	CHANGE ORDER #2	\$ 495.00	\$ -	\$ 495.00	\$ -	\$ 495.00	100.00%	0.00	24.75
025	CHANGE ORDER #3	\$ 2,039.04	\$ -	\$ 2,039.04	\$ -	\$ 2,039.04	100.00%	0.00	101.95
026	CHANGE ORDER #4	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00	100.00%	0.00	1,500.00
	Total Contract Amount	\$ 450,739.78	\$ 405,782.00	\$ 44,957.78	\$ -	\$ 450,739.78	100.00%	0.00	22,536.99

California Fairs Financing Authority  
1776 Tribute Road, Suite #200  
Sacramento, CA 95815

***CHANGE ORDER 001***

DATE: June 30, 2014

PROJECT NO: 03213034

CONTRACT NO.: 14-001

CHANGE ORDER NO.: 001  
(American Elect. COR # 03)

**CONTRACT:** American Electric Company  
1015 W. Briardale Ave.  
Orange, California 92865

**OWNER:** 32<sup>nd</sup> District Agricultural Association (DAA),  
Orange County Fair & Event Center  
West End Electrical Upgrade

You are hereby directed to make the following change or changes for the consideration set forth below:

**DESCRIPTION:**

The contractor was directed to extend the length of the CMU Electrical enclosure due to minimum clearance requirements from the utility agency, Southern California Edison (SCE).

<hr/>	
Total this Change Orders	\$ 6,205.74
<hr/>	
Original Contract amount	\$412,000.00
Previous Change Order amounts	\$ 0.00
Original Contract amount plus previous Change Orders	\$ 412,000.00
This Change Order	\$ 6,205.74
Contract amount plus all Change Orders	\$ 418,205.74
<hr/>	

**PURPOSE:**

The plans issued by the Architect which were reviewed and approved by SCE before bidding required modifications. Due to minimum clearances' required by SCE the enclosure needed to be lengthened. The contractor was directed to extend the length of the CMU Electrical enclosure due to minimum clearance requirements from the utility agency, Southern California Edison (SCE).

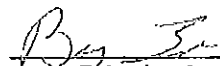
**AGREEMENT:**

Contractor agrees that amount; Six Thousand Two Hundred Five Dollars and Seventy Four Cents, \$ 6,205.74 Increase in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to, all compensation for the additional costs, if any, which may accrue by reason of changes in work schedules, other contract work or cost of the project in any way made necessary by this Change Order. The time for performance of the contract will be unchanged by 0 calendar days by reason of performance of the work required by this Change Order. Project completion date remains June 6, 2014. Except as hereinabove expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order shall not constitute a delay which will extend the time limit for completion of the Work except as specifically stated above. The price set forth in this Change Order for the work ordered by this Change Order including, without limitation, all charges for overhead or profit for the work ordered by this Change Order or an effect on other costs from this Change Order.

ACCEPTED:

  
\_\_\_\_\_  
American Electric Company

Date: 7/16/14

  
\_\_\_\_\_  
Bryan Zubanks, Construction Manager

Date: 2-16-15



California Fairs Financing Authority  
1776 Tribute Road, Suite #200  
Sacramento, CA 95815

## *CHANGE ORDER 002*

DATE: June 30, 2014

PROJECT NO: 03213034

CONTRACT NO.: 14-001

CHANGE ORDER NO.: 002  
(American Elect. COR # 05)

CONTRACT: American Electric Company  
1015 W. Briardale Ave.  
Orange, California 92865

OWNER: 32<sup>nd</sup> District Agricultural Association (DAA),  
Orange County Fair & Event Center  
West End Electrical Upgrade

You are hereby directed to make the following change or changes for the consideration set forth below:

DESCRIPTION:

The contractor was directed to install missing fuses in the new switchgear to complete Arch Flash testing.

Total this Change Orders	\$ 495.00
Original Contract amount	\$412,000.00
Previous Change Order amounts	\$ 6,205.74
Original Contract amount plus previous Change Orders	\$ 418,205.74
This Change Order	\$ 495.00
Contract amount plus all Change Orders	\$ 418,700.74

**PURPOSE:**

The project 4000 Amp switchgear was purchased by the owner for installation by thee contractor. After installation and during Arch Flash testing it was noted the switchgear fuses were missing. The contractor was directed to install missing fuses in the new switchgear to complete Arch Flash testing.


**AGREEMENT:**

Contractor agrees that amount; Four Hundred Ninety Five Dollars and No Cents, \$ 495.00 Increase in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to, all compensation for the additional costs, if any, which may accrue by reason of changes in work schedules, other contract work or cost of the project in any way made necessary by this Change Order. The time for performance of the contract will be unchanged by 0 calendar days by reason of performance of the work required by this Change Order. Project completion date remains June 6, 2014. Except as hereinabove expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order shall not constitute a delay which will extend the time limit for completion of the Work except as specifically stated above. The price set forth in this Change Order for the work ordered by this Change Order including, without limitation, all charges for overhead or profit for the work ordered by this Change Order or an effect on other costs from this Change Order.

ACCEPTED:

  
\_\_\_\_\_  
Katrina B. Kuciet  
American Electric Company

Date: 7/16/14

  
\_\_\_\_\_  
Bryan Eubanks, Construction Manager

Date: 2-17-15

California Fairs Financing Authority  
1776 Tribute Road, Suite #200  
Sacramento, CA 95815

### *CHANGE ORDER 003*

DATE: June 30, 2014

PROJECT NO: 03213034

CONTRACT NO.: 14-001

CHANGE ORDER NO.: 003  
(American Elect. COR # 06)

CONTRACT: American Electric Company  
1015 W. Briardale Ave.  
Orange, California 92865

OWNER: 32<sup>nd</sup> District Agricultural Association (DAA),  
Orange County Fair & Event Center  
West End Electrical Upgrade

You are hereby directed to make the following change or changes for the consideration set forth below:

DESCRIPTION:

The contractor was directed to remove an existing duct bank running through the project excavation area. The duct bank was not identified on the plans as existing.

Total this Change Orders	\$ 2,039.04
Original Contract amount	\$412,000.00
Previous Change Order amounts	\$ 6,700.74
Original Contract amount plus previous Change Orders	\$ 418,700.74
This Change Order	\$ 2,039.04
Contract amount plus all Change Orders	\$ 420,739.78

PURPOSE:

The owner and architect did not identify the electrical duct bank running through the excavation area of the project. The contractor was directed to remove an existing duct bank running through the project excavation area. The duct bank was not identified on the plans as existing.

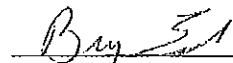
AGREEMENT:

Contractor agrees that amount; Two Thousand Thirty Nine Dollars and Four Cents, \$ 2,039.04 Increase in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to, all compensation for the additional costs, if any, which may accrue by reason of changes in work schedules, other contract work or cost of the project in any way made necessary by this Change Order. The time for performance of the contract will be unchanged by 0 calendar days by reason of performance of the work required by this Change Order. Project completion date remains June 6, 2014. Except as hereinabove expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order shall not constitute a delay which will extend the time limit for completion of the Work except as specifically stated above. The price set forth in this Change Order for the work ordered by this Change Order including, without limitation, all charges for overhead or profit for the work ordered by this Change Order or an effect on other costs from this Change Order.

ACCEPTED:

  
\_\_\_\_\_  
Katerina D. Kueca  
American Electric Company

Date: 7/16/14

  
\_\_\_\_\_  
Bryan Eybanks, Construction Manager

Date: 2-15-15

California Fairs Financing Authority  
1776 Tribute Road, Suite #200  
Sacramento, CA 95815

### ***CHANGE ORDER 004***

DATE: February 3, 2015

PROJECT NO: 03213034

CONTRACT NO.: 14-001

CHANGE ORDER NO.: 004  
(American Elect. COR # 04)

**CONTRACT:** American Electric Company  
1015 W. Briardale Ave.  
Orange, California 92865

**OWNER:** 32<sup>nd</sup> District Agricultural Association (DAA),  
Orange County Fair & Event Center  
West End Electrical Upgrade

You are hereby directed to make the following change or changes for the consideration set forth below:

**DESCRIPTION:**

The contractor increased the size of the power generator from 150 KW to 300 KW due to the electrical loads of scheduled could not be met with the generator delivered.

<b>Total this Change Orders</b>	<b>\$ 30,000.00</b>
<hr/>	
Original Contract amount	\$412,000.00
Previous Change Order amounts	\$ 8,739.78
Original Contract amount plus previous Change Orders	\$ 420,739.78
This Change Order	\$ 30,000.00
 Contract amount plus all Change Orders	 \$ 450,739.78
<hr/>	

**PURPOSE:**

The anticipated generator sizing anticipated by Southern California Edison (SCE) through historical monthly power loading for the month of March, April, May and June was specified in the RFI could not meet the needed power requirements of the scheduled events. Therefore he specified generator size was upgraded to provide the necessary power to meet the actual electrical loads. Change order is for the increased cost to rent the larger generator and operating costs.

**AGREEMENT:**

Contractor agrees that amount; Thirty Thousand Dollars and No Cents, \$ 30,000.00 Increase in the contract sum specified in this Change Order shall constitute full compensation for the work required by this Change Order, including but not limited to, all compensation for the additional costs, if any, which may accrue by reason of changes in work schedules, other contract work or cost of the project in any way made necessary by this Change Order. The time for performance of the contract will be unchanged by 0 calendar days by reason of performance of the work required by this Change Order. Project completion date remained June 6, 2014. Except as hereinabove expressly provided, Contractor further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order shall not constitute a delay which will extend the time limit for completion of the Work except as specifically stated above. The price set forth in this Change Order for the work ordered by this Change Order including, without limitation, all charges for overhead or profit for the work ordered by this Change Order or an effect on other costs from this Change Order.

ACCEPTED:

  
American Electric Company

Date: 2-5-15

  
Bryan Eubanks, Construction Manager

Date: 2-9-15

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### Identifying Information

Name of Claimant: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

Through Date: 05/31/2014

### Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ 286,249.25

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

*Katrina G. Kincaid*

Claimant's Title: Katrina G. Kincaid

Date of Signature: 07/02/2014

7/1/12

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

### Identifying Information

Name of Claimant: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

Through Date: 06/30/2014

### Unconditional Walver 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:

\$ 99,243.65

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

### Signature

Claimant's Signature:

Claimant's Title: Katrina G. Kincald

Date of Signature: 10/28/2014



## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

Through Date: 10/26/2014

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: California Fairs Financing Authority

Amount of Check: \$ 42,709.89

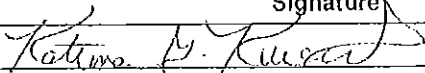
Check Payable to: American Electric Company

### Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 

Claimant's Title: Katrina G. Kincaid, President

Date of Signature: 02/05/2015



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76228  
Date Paid: 03/12/2015

## Payment Authorization

Date: 02/17/2015

Amount: \$22,536.99

Vendor Name: American Electric Company

Invoice No.: 4

Invoice Date: 02/06/2015

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

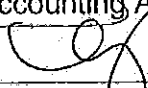
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CALIFORNIA FAIRS FINANCING AUTHORITY

PROJECT: WEST END ELECTRICAL UPGRADE  
AT ORANGE COUNTY FAIR AND EVENT CENTER

APPLICATION NO: 4  
PERIOD TO: 10/26/14  
PROJECT NO:

FROM CONTRACTOR: AMERICAN ELECTRIC COMPANY  
1015 W. Briardale Ave. - Orange, CA 92865

VIA ARCHITECT:

CONTRACT DATE:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.  
Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 412,000.00
2. Net change by Change Orders.....	\$ 38,739.78
3. CONTRACT SUM TO DATE.....	\$ 450,739.78
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 450,739.78
5. RETAINAGE	
a. 0% of Completed Work \$	
b. 5% of Stored Material	
Total retainage	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 450,739.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 428,202.79
8. CURRENT PAYMENT DUE.....	\$ 22,536.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$ -

#### CHANGE ORDER SUMMARY

Total changes approved in previous months by owner
Total approved this month

TOTALS

NET CHANGES by Change Order

#### ADDITIONS

\$ -
\$ -

#### DEDUCTIONS

\$ 38,739.78
\$ -
\$ 38,739.78
\$ 38,739.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and the belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Katrina G. Kincaid Date: 2/6/2015  
By: Katrina G. Kincaid, President

State of: \_\_\_\_\_  
Country of: \_\_\_\_\_  
Subscribed 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 the on-site observations and the data comprising this application, the architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED..... \$ 22,536.99

(Attach explanation if amount certified differs from the amount applied for, initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

#### ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

#### PROJECT MANAGER:

By: B. Kincaid Date: 2-16-15

#### OWNER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTINUATION SHEET**

CFFA - WEST END ELECTRICAL UPGRADE AT THE OC FAIR &amp; EVENT CENTER

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's Signed Certification, is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO.:

4

APPLICATION DATE:

2/6/15

PERIOD TO:

10/26/14

PROJECT NO:

A Item No.	B Description	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed & Stored to Date (D+E+F)	H Percentage Complete (G/C)	I Balance to Finish	J Retainage
			From Previous (D + E)	This Period					
001	BOND	\$ 5,900.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	100.00%	0.00	295.00
002	SUBMITTALS	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%	0.00	150.00
003	SUPERVISION	\$ 10,900.00	\$ 10,900.00	\$ -	\$ -	\$ 10,900.00	100.00%	0.00	545.00
004	MOBILIZATION (CONTAINER & FENCE)	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100.00%	0.00	60.00
005	150 KW GENERATOR	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100.00%	0.00	350.00
006	FUEL FOR GENERATOR	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100.00%	0.00	600.00
007	TRENCHING	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	100.00%	0.00	450.00
008	CONCRETE BOXES AND TRENCH DUCT	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	100.00%	0.00	1,350.00
009	WIRE PULL & MAKE-UP	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00	100.00%	0.00	1,200.00
010	DUCT BANK	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	100.00%	0.00	1,250.00
011	GEAR AND TRANSFORMER INSTALLATION	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100.00%	0.00	500.00
012	SOIL EXPORT	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100.00%	0.00	400.00
013	ELECTRIC TESTING LAB	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	0.00	250.00
014	SLAB, GATES AND FOOTINGS	\$ 68,000.00	\$ 68,000.00	\$ -	\$ -	\$ 68,000.00	100.00%	0.00	3,400.00
015	PLASTER	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	0.00	1,100.00
016	SANITARY CONTROL	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100.00%	0.00	50.00
017	BLOCK	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100.00%	0.00	750.00
018	DEMO	\$ 27,000.00	\$ 27,000.00	\$ -	\$ -	\$ 27,000.00	100.00%	0.00	1,350.00
019	PAINT	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100.00%	0.00	150.00
020	ASPHALT PATCH	\$ 16,000.00	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00	100.00%	0.00	800.00
021	MISC. ELECTRICAL MATERIAL & LABOR	\$ 108,000.00	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00	100.00%	0.00	5,400.00
022	CLEAN-UP	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100.00%	0.00	200.00
023	CHANGE ORDER #1	\$ 6,205.74	\$ 6,205.74	\$ -	\$ -	\$ 6,205.74	100.00%	0.00	310.29
024	CHANGE ORDER #2	\$ 495.00	\$ 495.00	\$ -	\$ -	\$ 495.00	100.00%	0.00	24.75
025	CHANGE ORDER #3	\$ 2,039.04	\$ 2,039.04	\$ -	\$ -	\$ 2,039.04	100.00%	0.00	101.95
026	CHANGE ORDER #4	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100.00%	0.00	1,500.00
	Total Contract Amount	\$ 450,739.78	\$ 450,739.78	\$ -	\$ -	\$ 450,739.78	100.00%	0.00	22,536.99

## CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

### Identifying Information

Name of Claimant: American Electric Company

Name of Customer: California Fairs Financing Authority

Job Location: Orange County Fair and Event Center West End Electrical Upgrade

Owner: California Fairs Financing Authority

### Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: California Fairs Financing Authority

Amount of Check: \$ 22,536.99

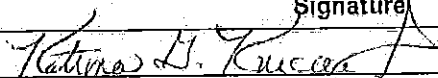
Check Payable to: American Electric Company

### Exceptions

This document does not affect any of the following:  
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:



Claimant's Title: Katrina G. Kioncaid, President

Date of Signature: 02/05/2015



CALIFORNIA  
FAIR FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76231  
Date Paid: 03/12/2015

## Payment Authorization

Date: 02/26/2015

Amount: \$600.00

Vendor Name: BYER GEOTECHNICAL, INC.

Invoice No.: 42370

Invoice Date: 02/13/2015


Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

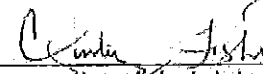
Fair Name: OC Fair & Event Center

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

February 13, 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 # 42370  
BQ 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

### WORK PERFORMED:

Date	Init.	Description	Hours	Rate	Amount
2/12/2015	JD	Compaction Testing - Fill Control, Engineering Technician	6.00	100.00/hr	\$600.00
Total from current billing period				6.00	\$600.00

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.

OK To Pay  
B-3 2-23-15

*[Signature]*



BYER GEOTECHNICAL, INC.

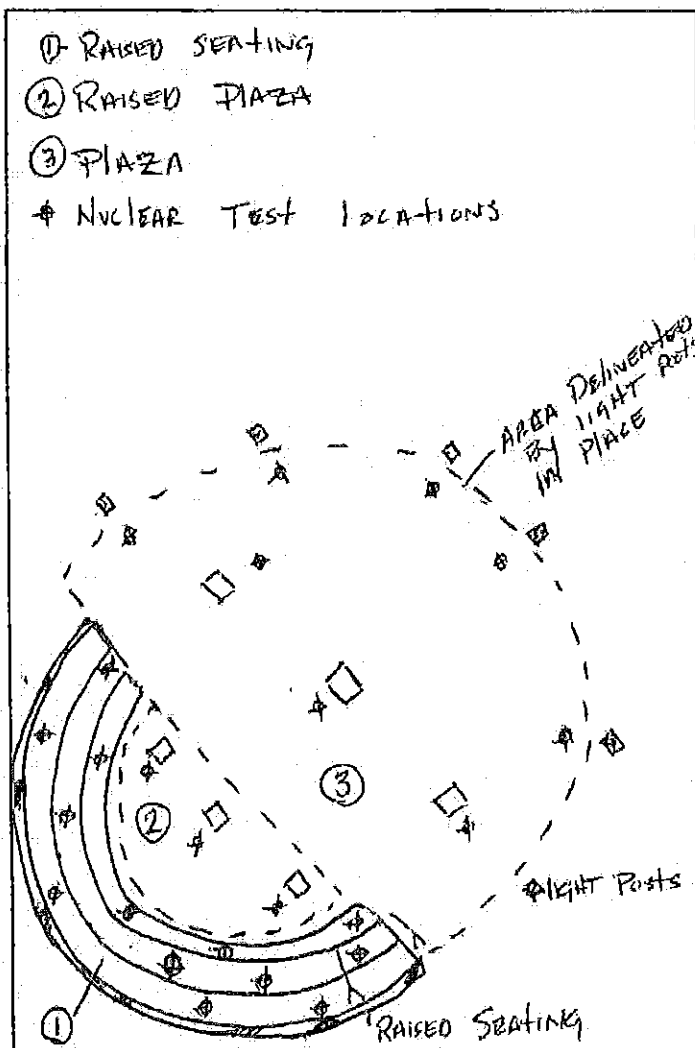
## NOTICE OF FIELD OBSERVATION

CLIENT: ORANGE COUNTY FAIR DATE: 02/12/15 ARRIVAL TIME: 8-  
 BG: 21696 LOCATION: 100 FAIR DRIVE COSTA MESA  
 REQUESTED BY: DAVID FERGUSON MET WITH: DAVID  
 SPECIAL CONDITIONS: SUNNY 80°F

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: INSITU MOISTURE FOR  
RAISED SEATING, PLAZA, RAISED PLAZA

☒ APPROVED PER THE PLANS  
 SEE NOTES ☐ CALL AGENCY INSPECTOR ☐ DISAPPROVED ☒ SEE BELOW



INSITU MOISTURE TESTING,  
PERFORMED WITH NUCLEAR GAUGE  
IN VARIOUS LOCATIONS FOR  
RAISED SEATING, RAISED PLAZA  
& PLAZA.

TEST RESULTS SHOW AVERAGE  
COMPACTION & MOISTURE FOR  
RAISED SEATING WAS 10 PERCENT  
AT MAXIMUM 82% OF OPTIMUM.

RAISED PLAZA WAS 9 PERCENT  
AVERAGE MOISTURE.

PLAZA AREA TESTS SHOWED  
AVERAGE MOISTURE OF 9 PERCENT.  
SEE MAP FOR AREAS.

ADDITIONAL SITE VISIT(S): ☒ REQUIRED FOR CT / MOISTURE ☐ NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC. (2 HOUR MINIMUM CHARGE) HOURS: 6  
 NOTICE LEFT WITH: ON SITE DAVID INITIALS: DF





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76234  
Date Paid: 03/12/2015

## Payment Authorization

Date: 02/26/2015

Amount: \$27,835.13

Vendor Name: CFFA

Invoice No.: 1656

Invoice Date: 02/18/2015

Project No.: 03213034

Project Name: West End Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

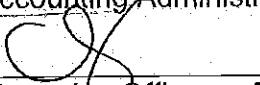
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



**CALIFORNIA  
FAIRS FINANCING  
AUTHORITY**

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1656  
Invoice Date: 2/18/2015  
Customer Code: 32nd  
Project: 03213034  
West End Facility Electrical Upgrade

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Project Admin Fees per LOU 13-034 American Electric Co. 6% 412,000	24,720.00
CFFA Project Admin Fees per LOU 13-034 American Electric Co. 6% \$38,739.78 Change Orders 1-4	2,324.39
CFFA Project Admin Fees per LOU 13-034 Prof Services 6% \$13,179.08	790.74
	<b>\$27,835.13</b>

*Thank you for your business!*

**Terms: Due Upon Receipt**

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$27,835.13

Sales Tax: 0.00

Invoice Total: \$27,835.13



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76242  
Date Paid: 03/12/2015

## Payment Authorization

Date: 02/26/2015

Amount: \$1,627.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 110315

Invoice Date: 01/31/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

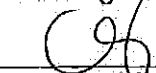
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee



**Heider Engineering Services, Inc.**  
 800 South Rochester Ave, Suite A  
 Ontario, CA 91761  
 (909) 673-0292 Fax: (909) 673-0272

to David 2/18/15

DATE	INVOICE #
1/31/2015	110315
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Estimated Amount	Remaining Amount

P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	3/2/2015	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626					
1/20/2015	Concrete Inspector, per hour			8	82.00	656.00
1/20/2015	Lab Nos.: 00627-00630 Compression Testing, concrete cyls., each			4	20.00	80.00
1/22/2015	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
1/30/2015	Concrete Inspector, per hour			4	82.00	328.00
1/30/2015	Lab Nos.:0112-0114 Compression Testing, concrete cyls., each			3	20.00	60.00
1/30/2015	Registered Civil Engineer, per hour			0.5	150.00	75.00
1/31/2015	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
1/31/2015	Certified Payroll Requirement			1	100.00	100.00
LOG INTO OUR WEBSITE TO VIEW YOUR REPORTS: www.helderengineering.com/login USERNAME: freese PASSWORD: freese						
OK To Pay BZ 2-23-15 OK Per David 2/18/15 cr						
Please remit to above address.				Total	\$1,627.00	



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Phone: (916) 263-6100  
Fax: (916) 263-6116

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 76263  
Date Paid: 03/18/2015

## Payment Authorization

Date: 3/16/2015 Amount: \$372,658.88

Vendor Name: AWI Builders, Inc.

Invoice No.: 14

Invoice Date: 02/28/2015

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

*Bay E*  
Project Manager

*Bay E*  
Construction Manager

*Carla Fisher*  
Accounting Administrator

*SV*  
Managing Officer or Designee

# OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

## APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b>  California Fairs Financing Authority 88 Fair Drive, Costa Mesa CA 92626 <b>AWI BUILDERS, INC.</b> 7831 Paramount Blvd. Pico Rivera CA 90660	<b>PROJECT:</b> OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II 100 Fair Drive, Costa Mesa Ca 92626 <b>VIA ARCHITECT:</b>	<b>APPLICATION No.</b> 14 <b>PERIOD TO:</b> 2/28/2015 <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 032-13031 <b>JOB NO:</b>
<b>Distribution To:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER		

**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).....	\$9,355,892.50
5. RETAINAGE.....	
a. 5% of Completed Work.....	467,794.63
(Column D + E on G703)	
b. % of Stored Material.....	0
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$467,794.63
6. TOTAL EARNED LESS RETAINAGE.....	\$8,888,097.88
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$8,515,439.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$372,658.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	
(Line 3 less Line 6)	\$1,737,202.13

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>	

The undersigned Contractor certifies that to the best of this knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** AWI Builders, Inc. **Date:** 3/18/2015

State of: California  
 County of: Los Angeles  
 Subscribed 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**..... \$ \$372,658.88

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

**INSPECTOR:**  
 By: Bryce El Date: 3-16-15

**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: 2/28/2015

**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: \$ 372,658.88  
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: 3/13/2015

# 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: 1/31/2015

#### 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:

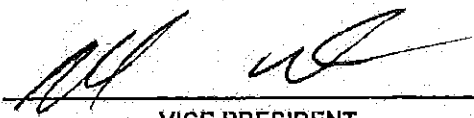
Amount of Check: \$ 532,973.75

#### 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 # 76117



CC FAIR PACIFIC AMPHITHEATRE PHASE II  
Schedule of Values

Project No. 3213031  
Period To: 02/28/2015 PA # 14

	B	C	D		E	F	G		H		I
			WORK COMPLETED	FROM PREVIOUS APPLICATION (D+E)			THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	
DIVISION 01- MOBILIZATION											
01000-0	Mobilization	\$ 25,000.00	\$ 25,000.00				25,000.00	100.00%	-	-	1,250.00
01000-1	Project superintendent 330 days	\$ 259,000.00	\$ 235,690.00	5,180.00			240,870.00	93.00%	18,130.00	-	12,043.50
01000-2	Temp Fencing	\$ 45,000.00	\$ 40,950.00	900.00			41,850.00	93.00%	3,150.00	-	2,082.50
01000-3	Temp toilet	\$ 75,000.00	\$ 13,550.00	300.00			13,950.00	93.00%	1,050.00	-	697.50
01000-4	AWT/Office trailer	\$ 15,000.00	\$ 13,650.00	300.00			13,950.00	93.00%	1,050.00	-	697.50
01000-5	Storage bin	\$ 10,000.00	\$ 9,100.00	200.00			9,300.00	93.00%	700.00	-	455.00
01000-6	Install temp power	\$ 25,000.00	\$ 22,750.00	500.00			23,250.00	93.00%	1,750.00	-	1,162.50
01000-7	Trash Bin	\$ 40,000.00	\$ 36,400.00	800.00			37,200.00	93.00%	2,800.00	-	1,860.00
01000-8	CPM schedule	\$ 25,000.00	\$ 25,000.00	-			25,000.00	100.00%	-	-	1,250.00
01000-9	Bed board	\$ 740,000.00	\$ 140,000.00	-			140,000.00	100.00%	-	-	7,000.00
01000-10	Liability insurance	\$ 60,000.00	\$ 46,800.00	1,000.00			47,800.00	95%	2,500.00	-	2,375.00
01000-11	Field Supply	\$ 20,000.00	\$ 18,600.00	400.00			19,000.00	95%	1,000.00	-	950.00
01000-12	Office Supply	\$ 15,000.00	\$ 13,950.00	300.00			14,250.00	95%	750.00	-	712.50
01000-13	small tools and Supply	\$ 15,000.00	\$ 13,950.00	300.00			14,250.00	95%	750.00	-	712.50
01000-14	landscaping services	\$ 20,000.00	\$ 18,600.00	300.00			19,000.00	95%	1,000.00	-	950.00
01000-15	Trash Bin	\$ 20,000.00	\$ 18,600.00	400.00			19,000.00	95%	1,000.00	-	950.00
01000-16	Survey	\$ 50,000.00	\$ 47,500.00	-			47,500.00	95%	2,500.00	-	2,375.00
01000-17	SWPPP	\$ 10,000.00	\$ 10,000.00	-			10,000.00	100.00%	-	-	500.00
DIVISION 02- GENERAL											
02000-1	Building selective Demolition	\$ 750,000.00	\$ 150,000.00	-			150,000.00	100.00%	-	-	7,500.00
02000-2	Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-			25,000.00	100.00%	-	-	1,250.00
DIVISION 03- CONCRETE											
031000-1	Form Work	\$ 100,000.00	\$ 100,000.00	-			100,000.00	100.00%	-	-	5,000.00
032000-1	Concrete reinforcement	\$ 180,000.00	\$ 180,000.00	-			180,000.00	100.00%	-	-	9,000.00
032000-2	Pile	\$ 150,000.00	\$ 150,000.00	-			150,000.00	100.00%	-	-	7,500.00
033000-1	Cast in place concrete	\$ 470,000.00	\$ 446,500.00	14,000.00			460,500.00	98.00%	9,500.00	-	23,035.00
033000-2	Specialty Finish plaza concrete	\$ 350,000.00	\$ 10,500.00	42,000.00			52,500.00	15.00%	287,500.00	-	2,625.00
033500-1	Architectural Concrete	\$ 200,000.00	\$ 190,000.00	6,000.00			196,000.00	98.00%	4,000.00	-	4,000.00
033713-1	Shutout	\$ 120,000.00	\$ 120,000.00	-			120,000.00	100.00%	-	-	6,000.00
DIVISION 04- MASONRY											
042000-1	Unit Masonry	\$ 300,000.00	\$ 300,000.00	-			300,000.00	100.00%	-	-	15,000.00
042000-2	Masonry Rebar	\$ 55,000.00	\$ 55,000.00	-			55,000.00	100.00%	-	-	2,800.00
042011-1	Retaining wall	\$ 150,000.00	\$ 150,000.00	-			150,000.00	100.00%	-	-	7,500.00
DIVISION 05- STEEL											
051000-1	Structural Steel material	\$ 340,000.00	\$ 340,000.00	-			340,000.00	100.00%	-	-	17,000.00
051200-1	Fabrication	\$ 80,000.00	\$ 80,000.00	-			80,000.00	100.00%	-	-	4,000.00
051200-2	Installation	\$ 180,000.00	\$ 180,000.00	-			180,000.00	100.00%	-	-	9,000.00
051213-1	Architectural Exposed Steel	\$ 30,000.00	\$ 42,500.00	-			42,500.00	150.00%	7,500.00	-	2,125.00

053000	A	Metal Deck fabrication and material	\$ 30,000.00	\$ 30,000.00	-	-	30,000.00	100.00%	-	1,500.00
053000	B	Metal Deck Installation	\$ 12,000.00	\$ 12,000.00	-	-	12,000.00	100.00%	-	600.00
054000		Cold-Formed Steel Metal Framing	\$ 366,000.00	\$ 366,000.00	7,320.00	-	366,000.00	100.00%	-	18,300.00
057100		Ornamental Formed Metal	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	12,500.00	625.00
057130		Column covers	\$ 10,000.00	\$ 10,000.00	-	-	10,000.00	100.00%	-	500.00
060000		DIVISION 06: WOOD AND PLASTIC	\$ 74,000.00	\$ 74,000.00	-	-	-	-	-	-
061600		Finish Carpentry	\$ 34,000.00	\$ 34,000.00	5,100.00	-	34,000.00	100.00%	-	1,700.00
064023		Custom Cabinets	\$ 13,300.00	\$ 13,300.00	665.00	-	13,300.00	100.00%	-	665.00
068200		Fiber Reinforced Plastic Panels	\$ 27,000.00	\$ 27,000.00	6,750.00	-	27,000.00	100.00%	-	1,350.00
070000		DIVISION 07: THERMAL/MOISTURE PROTECTION	\$ 307,500.00	\$ 307,500.00	-	-	-	-	-	-
071415		Cold-Fluid Applied Waterproofing	\$ 37,000.00	\$ 37,000.00	-	-	37,000.00	100.00%	-	1,850.00
071910		Concrete Floor Sealer	\$ 5,000.00	\$ 5,000.00	-	-	4,950.00	85.00%	750.00	272.50
072100		Building Insulation	\$ 41,000.00	\$ 41,000.00	-	-	41,000.00	100.00%	-	2,050.00
074213		Metal Nail Panels	\$ 50,000.00	\$ 50,000.00	-	-	12,500.00	25.00%	37,500.00	825.00
074213		Installation	\$ 40,000.00	\$ 40,000.00	-	-	10,000.00	25.00%	30,000.00	500.00
075403		Thermoplastic Polyolefin TPO Roofing material	\$ 60,000.00	\$ 60,000.00	-	-	54,000.00	90.00%	6,000.00	2,700.00
075423		Installation	\$ 47,000.00	\$ 47,000.00	-	-	42,300.00	90.00%	4,700.00	2,115.00
076200		Sheet Metal	\$ 20,000.00	\$ 20,000.00	-	-	7,000.00	35.00%	13,000.00	350.00
077200		Roof Accessories	\$ 7,500.00	\$ 7,500.00	-	-	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	\$ 24,000.00	240.00	-	24,000.00	100.00%	-	1,200.00
081113		Access Doors and Frames	\$ 4,000.00	\$ 4,000.00	-	-	4,000.00	100.00%	-	200.00
083223		Overhead Ceiling Doors	\$ 13,000.00	\$ 13,000.00	-	-	13,000.00	100.00%	-	650.00
084113		Aluminum Framed Entrances and Storefronts	\$ 320,000.00	\$ 320,000.00	-	-	320,000.00	100.00%	-	16,000.00
084233		Revolving Door Entrances	\$ 50,000.00	\$ 50,000.00	-	-	50,000.00	100.00%	-	2,500.00
084413		Glazing Curtain Wall	\$ 61,000.00	\$ 61,000.00	-	-	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-Through Windows	\$ 10,000.00	\$ 1,000.00	-	-	1,000.00	10.00%	9,000.00	50.00
086200		Metal Framed Skylights	\$ 50,000.00	\$ 37,500.00	12,500.00	-	50,000.00	100.00%	-	2,500.00
087100		Door Hardware	\$ 7,500.00	\$ 3,750.00	3,750.00	-	7,500.00	100.00%	-	375.00
090000		DIVISION 09: FINISHES	\$ 447,900.00	\$ 447,900.00	-	-	-	-	-	-
092116		Gypsum Board Wall Assemblies	\$ 143,500.00	\$ 143,500.00	-	-	143,500.00	100.00%	-	7,175.00
092400		Portland Cement Plaster	\$ 85,500.00	\$ 85,500.00	3,900.00	-	95,000.00	100.00%	-	4,750.00
092900		Gypsum Board Dens Glass	\$ 2,400.00	\$ 2,400.00	-	-	2,400.00	100.00%	-	120.00
093000		Ceramic Tile	\$ 1,200.00	\$ 1,200.00	5,800.00	-	10,800.00	90.00%	1,200.00	540.00
095113		Acoustical Ceiling	\$ 40,000.00	\$ 32,000.00	-	-	32,000.00	80.00%	8,000.00	1,600.00
096319		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	\$ 42,500.00	17,000.00	-	59,500.00	70.00%	25,500.00	2,975.00
100000		DIVISION 10: SPECIAL TIES	\$ 54,000.00	\$ 54,000.00	-	-	-	-	-	-
101400		Signage	\$ 25,000.00	\$ 2,500.00	4,500.00	-	7,000.00	28.00%	18,000.00	350.00
102113		Toilet Components	\$ 2,000.00	\$ 1,900.00	-	-	1,900.00	95.00%	1,000.00	50.00
102800		Toilet And Bath Accessories	\$ 12,000.00	\$ 6,000.00	3,600.00	-	9,600.00	80.00%	2,400.00	480.00
107113		Awnings	\$ 15,000.00	\$ 11,250.00	-	-	11,250.00	75.00%	3,750.00	562.50
110000		DIVISION 11: EQUIPMENT	\$ 80,000.00	\$ 80,000.00	-	-	-	-	-	-
110440		Full Restroom Equipment	\$ 80,000.00	\$ 60,000.00	12,000.00	-	72,000.00	90.00%	8,000.00	3,600.00

21000		DIVISION 21 - MECHANICAL		\$	85,000.00												
21000		Fire Protection		\$	85,000.00		\$	80,750.00	-			80,750.00	95.00%	4,250.00	4,037.50		
22000		DIVISION 22 - PLUMBING		\$	450,000.00												
220500		Plumbing Ruff		\$	200,000.00		\$	200,000.00	-			200,000.00	100.00%	-	10,000.00		
220500	A	Plumbing fixtures		\$	130,000.00		\$	91,000.00	19,500.00			110,500.00	85.00%	19,500.00	5,525.00		
220500	B	Plumbing fixtures installation		\$	120,000.00		\$	-	78,000.00			78,000.00	65.00%	42,000.00	3,900.00		
23000		DIVISION 23 - HVAC		\$	650,000.00												
230000		HVAC Ruff all piping		\$	140,000.00		\$	140,000.00	-			140,000.00	100.00%	-	7,000.00		
230000	1	HVAC Equipment		\$	340,000.00		\$	340,000.00	-			340,000.00	100.00%	-	17,000.00		
230000	2	HVAC installation		\$	130,000.00		\$	123,500.00	-			123,500.00	95.00%	6,500.00	6,175.00		
230000	3	HVAC com.		\$	40,000.00		\$	26,000.00	10,000.00			36,000.00	90.00%	4,000.00	1,800.00		
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	T	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		\$	75,762.50	-			75,762.50	95.00%	3,987.50	3,788.13		
260000	4	Installation		\$	120,000.00		\$	102,000.00	6,000.00			108,000.00	90.00%	12,000.00	5,400.00		
260000	5	Underground		\$	100,000.00		\$	98,000.00	2,000.00			100,000.00	100.00%	-	5,000.00		
28000		DIVISION 28 - ELECTRICAL		\$	20,000.00												
28311		Digital Addressable Fire Alarm		\$	20,000.00		\$	6,000.00	8,000.00	-		14,000.00	70.00%	6,000.00	700.00		
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	Shoring		\$	722,000.00		\$	722,000.00	-			722,000.00	100.00%	-	36,100.00		
312513		Erosion Control		\$	30,350.00		\$	26,832.50	1,517.50			30,350.00	100.00%	-	1,517.50		
329100		Irrigation and planting		\$	250,000.00		\$	25,000.00	50,000.00	-		75,000.00	30.00%	175,000.00	3,750.00		
32000		DIVISION 32		\$	665,000.00												
321216		Paving		\$	30,000.00		\$	-	-	-		-	0.00%	30,000.00	-		
323100		Fence and Gates		\$	150,000.00		\$	90,000.00	22,500.00	-		112,500.00	75.00%	37,500.00	5,625.00		
323119		Chain link Fence and Gate		\$	85,000.00		\$	76,500.00	4,250.00	-		80,750.00	95.00%	4,250.00	4,037.50		
329100		Irrigation and grade prep. decorative		\$	250,000.00		\$	25,000.00	25,000.00	-		50,000.00	20.00%	200,000.00	2,500.00		
320190		Planting and plants		\$	150,000.00		\$	30,000.00	-			30,000.00	20.00%	120,000.00	1,500.00		
33000		DIVISION 33 - UTILITIES		\$	402,000.00												
334100		Stern Drain		\$	327,000.00		\$	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	-		71,250.00	95.00%	3,750.00	3,562.50		
		TOTAL INITIAL CONTRACT		\$	10,348,300.00		\$	8,586,620.00	\$	392,272.50	\$	9,078,892.50		\$	1,269,407.50	\$	459,944.63
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%	-	3,138.50		
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	\$	-	\$	277,000.00		\$	-	\$	13,850.00
		GRAND TOTAL:		\$	10,625,300.00		\$	8,863,620.00	\$	392,272.50	\$	9,255,892.50		\$	1,269,407.50	\$	467,794.63

**OC FAIR & EVENT CENTER  
COMMERCIAL RENTAL AGREEMENTS FOR BOARD APPROVAL  
APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15016	Arot Corporation dba Fair Shoes	Shoes, socks and sandals	Memorial Way	07/01/15-08/18/15	20' x 30'	\$13,050.00
15021	California Home Theaters	Custom built home theaters. Lead generating only.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$3,250.00
15024	Black Stallion Western Wear	Western & Rodeo Related Products. Hats and caps: felt, straw. Hatbands. Western clothing: men's and women's shirts, ladies' t-shirts, bandanas, buckles. Western purses, wallets. Keyrings, pictures. Rodeo Event Toys: livestock trucks, animals.	Memorial Way	07/01/15-08/18/15	20' x 20'	\$8,700.00
15025	Blue Papaya Gifts	Hats	Country Lane	07/01/15-08/18/15	20' x 20'	\$8,700.00
15026	CLD Foods dba Grizzly Joe's Seasoning	Grizzly Joe's Seasoning: Original, Trail Dust, Tequila Lime, Chipotle, California Dreamin'	Festival of Products	07/01/15-08/18/15	10' x 8'	\$3,700.00
15027	The Wagon Store, Inc.	Folding sport wagons, Monster wagons	OC Lane	07/01/15-08/18/15	15' x 15'	\$6,525.00
15074	UPcycled Works	UPcycled Jewelry made from vintage and antique treasures	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15084	Ted Crane Artist	Diploma frames from major universities	Parade of Products	07/01/15-08/18/15	10' x 15'	\$4,510.00
15090	SoCal Arts dba Discount Pictures Mart	Framed and Frameless Art Pieces: wall hangings, sports art, lithographs, comic art, local artists' work, music posters, movie posters, vintage Hollywood. Frames.	Country Lane	07/01/15-08/18/15	20' x 20'	\$8,700.00
15109	Aquatix Bottles dba Pacific Golf Clubs	Aquatix insulated water bottles	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,860.00
15170	Pacific Redwood Sign Company	Custom carved redwood signs	Memorial Way	07/01/15-08/18/15	20' x 10'	\$6,600.00
15173	Meerscham King dba Paradise Cigars	Cigars, Zippo lighters, humidors, cutters, hookahs and electronic smoking devices with eliquid and tobacco pipes.	Memorial Way	07/01/15-08/18/15	20' x 20'	\$8,700.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15016**  
DATE **March 19, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Arot Corporation dba Fair Shoes** (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: **MW #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>
Memorial Way	20' x 30'	Inline	\$13,050.00

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	\$6,525.00
Final Payment	5/29/2015	\$6,525.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$13,050.00

### 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.

**Arot Corporation dba Fair Shoes**  
**12257 Foothill Boulevard**  
**Sylmar, CA 91342**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Israel Shapira**

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.**

**Arot Corporation dba Fair Shoes**

Location/Space: Memorial Way #5

Agreement No: **15016**

Date: March 19, 2015

Shoes

Socks

Sandals

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15021**  
DATE **March 27, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**California Home Theaters** (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 #828**
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.

**California Home Theaters**  
**1123 French Street**  
**Santa Ana, CA 92701**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Jake Bruynzeel**

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.**

**California Home Theaters**

Location/Space: Carnival of Products #828

Agreement No: **15021**

Date: March 27, 2015

Custom Built Home Theaters

**Lead Generating Only**

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15024**  
DATE **March 19, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Black Stallion Western Wear** (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: **MW #4**
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>
Memorial Way	20' x 20'	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.

**Black Stallion Western Wear**  
**E-21 Olvera Street**  
**Los Angeles, CA 90012**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Peter Martinez**

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.**

**Black Stallion Western Wear**

Location/Space: Memorial Way #4

Agreement No: **15024**

Date: March 19, 2015

**Western and Rodeo Related Products:**

Felt and Straw Western Hats

Hatbands

Caps

Men's Western Shirts

Ladies T-Shirts

Western Purses

Bandanas

Keyrings

Buckles

Rodeo Wallets

Pictures

Rodeo Toy Sets

Farm Toy Sets

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15025**  
DATE **March 23, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Blue Papaya Gifts** (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 #6**
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 20'	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.

**Blue Papaya Gifts**  
**13563 Van Nuys Boulevard**  
**Pacoima, CA 91331**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michelle Kim**

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.**

**Blue Papaya Gifts**

Location/Space: Country Lane #6

Agreement No: **15025**

Date: March 23, 2015

Hats



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15026**  
DATE **March 17, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**CLD Foods dba Grizzly Joe's Seasoning** (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 #308**
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 8'	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.

**CLD Foods dba Grizzly Joe's Seasoning**  
**P.O. Box 890693**  
**Temecula, CA 92591**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck Dismukes**

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.**

**CLD Foods dba Grizzly Joe's Seasoning**

Location/Space: Festival of Products #308

Agreement No: **15026**

Date: March 17, 2015

**Grizzly Joe's Seasoning:**

Original

Trail Dust

Tequila Lime

Chipotle

California Dreamin'

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15027  
DATE March 23, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**The Wagon Store, 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: **OCL #10**
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	15' x 15'	Inline	\$6,525.00

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	\$3,262.50
Final Payment	5/29/2015	\$3,262.50
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,525.00

### 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.

**The Wagon Store, Inc.**  
**6 Via Jarabe**  
**San Clemente, CA 92673**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Jim Kimbrell**

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.**

**The Wagon Store, Inc.**

Location/Space: OC Lane #10

Agreement No: **15027**

Date: March 23, 2015

Folding Sport Wagons

Monster Wagons

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15074**  
DATE **March 27, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**UPcycled Works** (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 #411**
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.

**UPcycled Works**  
**6386 Winona Avenue**  
**San Diego, CA 92120**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Andrea O'Neil**

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.**



## **UPcycled Works**

Location/Space: Festival of Products #411

Agreement No: **15074**

Date: March 27, 2015

Upcycled Jewelry Made From Vintage and Antique Treasures

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15084**  
DATE **March 19, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Ted Crane Artist** (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 #27**
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
S.E.L.I.			\$ 160.00

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	\$2,255.00
Final Payment	5/29/2015	\$2,255.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$4,510.00

### 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.

**Ted Crane Artist**  
**2950 Airway Avenue, Suite A5**  
**Costa Mesa, CA 92626**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Mike Randel**

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.**

**Ted Crane Artist**

Location/Space: Parade of Products #27

Agreement No: **15084**

Date: March 19, 2015

Diploma Frames from Major Universities

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15090**  
DATE **March 10, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**SoCal Arts dba Discount Pictures Mart** (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 #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>
Country Lane	20' x 20'	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.

**SoCal Arts dba Discount Pictures Mart**  
**8681 McFadden Avenue**  
**Westminster, CA 92683**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Hoang Ly**

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.**

**SoCal Arts dba Discount Pictures Mart**

Location/Space: Country Lane #7

Agreement No: **15090**

Date: March 10, 2015

**Framed and Frameless Art Pieces:**

Wall Hangings

Sports Art

Lithographs

Comic Art

Local Artists' Work

Music Posters

Movie Posters

Vintage Hollywood

Frames

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15109  
DATE March 27, 2015

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Aquatix Bottles dba Pacific Golf Clubs** (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 #503**
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
S.E.L.I.			\$ 160.00

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	\$1,930.00
Final Payment	5/29/2015	\$1,930.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$3,860.00

### 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.

**Aquatix Bottles dba Pacific Golf Clubs**  
**1050 Northgate Street**  
**Riverside, CA 92507**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Richard Suh**

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.**

**Aquatix Bottles dba Pacific Golf Clubs**

Location/Space: Festival of Products #503

Agreement No: **15109**

Date: March 27, 2015

Aquatix Insulated Water Bottles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15170**  
DATE **March 19, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Pacific Redwood Sign 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: **MW #3**
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>
Memorial Way	20' x 10'	Inline	\$5,800.00
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	\$3,300.00
Final Payment	5/29/2015	\$3,300.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$6,600.00

### 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.

**Pacific Redwood Sign Company**  
**12766 E. Sierra Avenue**  
**Clovis, CA 93619**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Delmar Morton**

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.**

**Pacific Redwood Sign Company**

Location/Space: Memorial Way #3

Agreement No: **15170**

Date: March 19, 2015

Custom Carved Redwood Signs

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15173**  
DATE **March 16, 2015**

## COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Meerscham King dba Paradise Cigars** (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: **MW #2**
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>
Memorial Way	20' x 20'	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.

**Meerscham King dba Paradise Cigars**  
**2012 S. Flippen Drive**  
**Anaheim, CA 92802**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Michael Robbins**

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.**

**Meerschaum King dba Paradise Cigars**

Location/Space: Memorial Way #2

Agreement No: **15173**

Date: March 16, 2015

Cigars

Lighters

Zippo Lighters

Flasks

Tobacco Pipes

Hookah Pipes

Electronic Smoking Devices/Vapes

Eliquid

Humidors

Cutters



**OC FAIR & EVENT CENTER**  
**CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15504	Backyard BBQ Village, Inc.-Chicken	Special chicken combos with fries and small drink: pan fried chicken, wings, sandwich, kabob, fajitas. Dinners with fries and coleslaw: BBQ ribs, 1/2 BBQ chicken, 1/4 pan fried chicken. Combo meal with fries: 1/2 BBQ chicken, 1/4 pan fried chicken, chicken strip basket, BBQ hot wings, kid's meal-chicken strips. Sandwiches: BBQ chicken, boneless rib. A La Carte: 1/2 BBQ chicken, 1/4 pan fried chicken, ribs (5 pieces), kabob (chicken), fajitas, fried zucchini, onion rings, ranch fries, curly fries, corn on the cob. Side Orders: tortillas and salsa, coleslaw. Beverages: soft drinks, lemonade and bottled water.	Livestock Lane	07/01/15-08/18/15	64' x 12'	\$2,500.00
15505	Backyard BBQ Village, Inc.-Mexican	Special Combos: burrito/flan, super nachos/2 tacos, rice bowl/flan, torta/flan, torta/fruit shake or juice, quesadilla/2 tacos. Tacos: asada (steak), pollo (chicken), adobada (marinated pork); burritos: asada, pollo, veggie; tortas: asada, pollo, ham, combo plate of 2 soft tacos, rice and beans; quesadillas: asada, pollo, cheese. Kid's meal: small cheese quesadilla, rice or beans and small drink. Super nachos: asada, pollo; regular nachos. Sopas: asada, pollo. Tamales: pork, beef, veggie. Jalapeno bacon popper (2), taquitos with sour cream and guacamole, fruit salad-granola, honey sweetened condensed milk. Sides: sour cream, rice and beans, guacamole. Fruit waters: horchata, tamarindo, jamaica. Fresh squeezed juice: orange, carrot. Fruit shakes: strawberry, pineapple, melon, banana. Beverages: soft drinks, lemonade, bottled water.	Midway Avenue	07/01/15-08/18/15	25' x 12'	\$4,100.00
15507	Backyard BBQ Village, Inc.-Chicken-Philly	Special Combos: pan fried chicken, chicken wings, asada fries, chicken sandwich, Philly sandwich, chicken kabob with fries and small drink. Dinners: BBQ ribs, 1/2 BBQ chicken, 1/4 pan fried chicken with fries and coleslaw. Combo Meals: 1/2 BBQ chicken, 1/4 pan fried chicken, chicken strip basket, BBQ hot wings, Philly sandwich. Kid's Meal: chicken strips and fries. Sandwiches: Philly steak and BBQ chicken. A La Carte: 1/2 BBQ chicken; 1/4 pan fried chicken, chicken on a stick, ribs (5 pieces), chicken kabob, fajitas, fried zucchini, onion rings, asada fries, curly fries, ranch fries, corn on the cob.	Livestock Lane	07/01/15-08/18/15	25' x 12'	\$4,900.00
15508	Backyard BBQ Village, Inc.-Water	Bottled water, Gatorade, bottled soda, Popsicles	Blue Gate	07/01/15-08/18/15	10' x 5'	\$750.00
15522	Chicken Charlie's-Broasted	Beef kabobs, frybq ribs: chicken kabobs, broasted chicken, Krispy Kream sandwich, deep fried: chicken strips, veggies, Doritos, frog legs, Klondike Bar, Kool-Aid, Oreos, pickles, Twinkies: french fries, onion strings, zucchini curls, hummus, pita bread, lemonade and sodas	Family Fair Way	07/01/15-08/18/15	38' x 28'	\$8,100.00
15523	Chicken Charlie's-Pineapple Express	Maui chicken, naked shrimp, bacon wrapped shrimp, shrimp with pineapple sauce, Maui chicken sliders, lobster on a stick, calamari, fried pineapple with coconut, pineapple cup, fries, rice, coleslaw, soft drinks, lemonade, bottled water.	Main Mall	07/01/15-08/18/15	30' x 20'	\$2,500.00
15524	Chicken Charlie's-Totally Fried	Totally Fried Krispy Kream chicken sandwich, beef & chick. Kabobs, fried chicken strips, onion strings, chicken and waffles, zucchini curls, waffles, pita bread, hummus, rotisserie chicken, deep fried Doritos, frog legs, Klondike Bar, Kool-Aid, Oreo, pickles, ravioli, s'mores, Twinkies, White Castle, zucchini weenie, soft drinks, and bottled water	Main Mall	07/01/15-08/18/15	40' x 25'	\$2,500.00

**OC FAIR & EVENT CENTER**  
**CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15525	Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn	BBQ dinners: brisket, pork rib, chicken, sandwich: chopped pork , chicken breast, brisket, sausage, rib basket, rib slab, whole brisket, hot dog, chili dog, macaroni & cheese, cornbread, coleslaw, rangeburger,rangeburger combo,BBQ beef or pork sundae, rice, stew, waffle value meal, family plates,fries,cobbler,hog fries, kids meal, grilled corn, drinks, beans, chili	South Lawn	07/01/15-08/18/15	46' x 25'	\$4,900.00
15526	Chuckwagon dba Chuck Dugan Concessions-Beer	Beer	South Lawn	07/01/15-08/18/15	18' x 15'	\$2,500.00
15527	Chuckwagon dba Chuck Dugan Concessions-Fresh Frys	Fresh Frys, Ranch Frys, Chili Frys, Cheese Frys, Chili Cheese Frys, Blooming Onion, Yammys, Cinnamon Sugar Yammys, Marshmallow Yammies, soft drinks and bottled water	Family Fair Way	07/01/15-08/18/15	25' x 9'	\$2,500.00
15529	Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ & Corn	BBQ dinners: rib, brisket, chicken, grilled pork chop Sandwiches: chopped pork, brisket, chicken breast, pork chops, ribs, bbq beef or pork sundae, burger, burger combo, hot dog, kids meal, value meal, waffle fries, hog fries, beans, macaroni & cheese, slaw, cornbread, grilled corn and drinks.	Fair Square	07/01/15-08/18/15	30' x 20'	\$2,500.00
15541	Family A Fair, Inc. dba Pink's Hot Dogs	Pink's Hot Dogs, bacon burrito dog, variety of fries, toppings, sodas	Country Meadows	07/01/15-08/18/15	35' x 30'	\$4,100.00
15545	J.L.Q. Concessions dba Pepe's Mariscos	Fresh Mexican Food. Fish: shrimp and campechana cocktails. Tostados: fish, shrimp, mixta, fish ceviche. Tacos: grilled fish, fried shrimp, beef (Asada), grilled chicken, al pastor. Burritos: veggie, beef, grilled chicken, supreme. Quesadillas: cheese, beef, grilled chicken, supreme. Chips with salsa, ceviche, nachos, nacho supreme, special nachos. Mexican sandwiches: beef or chicken torta. Fruit Cups, Tostilocos Mangonada. Mexican water, sodas, and bottled water.	Main Mall	07/01/15-08/18/15	33' x 17'	\$3,300.00
15551	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, foot long hot dog, corn dog, Cowabunga Corn Dog, deep fried chicken sandwich; Kid's Meal: chicken nuggets, waffle fries, small drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, deep fried zucchini. Toppings: chili, cheese. Beverages: soft drinks, lemonade, strawberry lemonade, and bottled water.	Family Fair Way	07/01/15-08/18/15	50' x 20'	\$2,500.00
15552	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, foot long hot dog, corn dog, Cowabunga Corn Dog, deep fried chicken sandwich; Kid's Meal: chicken nuggets, waffle fries, small drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, deep fried zucchini. Toppings: chili, cheese. Beverages: soft drinks, lemonade, strawberry lemonade, and bottled water.	Fair Square	07/01/15-08/18/15	50' x 20'	\$4,900.00
15553	Juicys, LLC	Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, foot long hot dog, BBQ beef sandwich, BBQ turkey sandwich; roasted corn; Mountain of Curly Fries, coleslaw, beans, waffle fries. Topping: ranch dressing. Beverages: soft drinks, lemonade, strawberry lemonade, and bottled water.	Livestock Lane	07/01/15-08/18/15	50' x 20'	\$2,500.00
15554	Juicys, LLC-Apollo's Greek Stand	Greek Food: classic gyro, pita burger, chicken pita, Chicken on a Stick, Greek salad, pita chips, french fries, baklava, hummus, tzatzki or fiery feta. Beverages: soft drinks, lemonade, strawberry lemonade and bottled water.	Main Mall	07/01/15-08/18/15	50' x 20'	\$2,500.00

**OC FAIR & EVENT CENTER**  
**CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL**  
**APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15555	Juicys, LLC-Dogsville	Hot Dogs: Classic, Junkyard Dog, Champion, Mutt, Chili Cheese Dog. Corndogs: Bandit Jalapeno Cheese, Hawg Ham and Cheese, Beast Sausage and Jalpeno. Sausages: Giant Western, Giant Jalapeno and Cheese. Grande Nachos. French fries with or without chili and cheese. Beverages: Lemonade Shake-Up, Orangeade Shake-Up, Strawberryade Shake-Up, soft drinks, lemonade, strawberry lemonade and bottled water.	Main Mall	07/01/15-08/18/15	16' x 20'	\$2,500.00
15556	Juicys, LLC-Funnel Cake	Funnel Cakes with toppings: ice cream, cherries or strawberries and whipped cream; deep fried strawberry on a stick. Beverages: coffee, soft drinks and bottled water.	Fair Square	07/01/15-08/18/15	30' x 20'	\$2,500.00
15557	Juicys, LLC	Outlaw Burger, Texas Sized Turkey Leg, Giant Western Sausage, Giant Jalapeno, foot long hot dog, corn dog, Cowabunga Corn Dog, deep fried chicken sandwich: Kid's Meal: chicken nuggets, waffle fries, small drink; Mountain of Curly Fries, Colossal Deep Fried Onion Rings, deep fried zucchini. Topping: chili, cheese. Beverages: soft drinks, lemonade, strawberry lemonade and bottled water.	Country Meadows	07/01/15-08/18/15	50' x 20'	\$5,700.00
15563	Lori's Concessions, Inc.-Tasti Burger	Gourmet burgers single or doubled: burgers, cheeseburger; Burgerrito, Dogerrito, protein wrap, hot dogs: specialty or stadium, kid's meal; fries, chili fries, beef and cheddar fries; coffee, sodas, frozen lemonade, and bottled water.	Livestock Lane	07/01/15-08/18/15	22' x 10'	\$3,300.00
15564	Lori's Concessions, Inc.-Tasti Chips	Tasti Chips, onion rings, chili cheese chips, jalapeno cheese sauce, ranch, salsa, sodas, and bottled water	Livestock Lane	07/01/15-08/18/15	24' x 8'	\$2,500.00
15582	Revolutionary Service, Inc. dba Sippers and More-Bacon A Fair	Bacon wrapped a la carte or plate: hot dog, grilled sausage, deep fried beer battered hot dog, turkey leg, stuffed jalapenos, chocolate covered Oreos, dates, zucchini. Wild Boar bacon wrapped asparagus, Wild Boar bacon bites, Wild Boar bacon ribs, smoked Jack Daniels bacon wrapped churro, bacon bombs, porkabelllo kabob, bacon on a stick, buffalo bacon bites. Deep fried bacon plate, deep fried bacon plate, chocolate covered bacon, chocolate peanut butter covered bacon, coronary combo, chocolate bacon banana, chocolate bacon s'mores. Beverages: bacon flavored cream soda, bacon flavored root beer. Soft drinks, lemonade and bottled water.	Family Fair Way	07/01/15-08/18/15	27' x 10'	\$2,500.00
15589	Sharp Concepts, Inc. dba Good Ol' Burgers	Good Ol' Burger with or without cheese. Combo Plate: 1/2 pound burger, fries and medium drink. Kid's Meal. Philly steak and cheese, 1/2 lb. hot dog, fries with or without chili or cheese, garlic fries, monster pretzel, sodas, iced tea, lemonade and bottled water.	Family Fair Way	07/01/15-08/18/15	20' x 20'	\$3,300.00
15597	Valarie's Food & Beverage, Inc.	All beef hot dogs, kielbasa, hamburgers, cheeseburgers, pastrami, fries, chili cheese fries, sodas and bottled water.	Centennial Way	07/01/15-08/18/15	42' x 22'	\$2,500.00
15599	Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ	BBQ Sandwiches: brisket,sausage, chopped pork, Sundae: pork , beef, rib basket, rib slab, waffle fries, value meal, ranch dressing, whole brisket, slab of pork ribs, soft drinks, bottled water.	Family Fair Way	07/01/15-08/18/15	30' x 9'	\$2,500.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15504  
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.-Chicken** (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 #2, #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	64' 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.-Chicken**

Location/Space: Livestock Lane #2, #3

Agreement No: **15504**

Date: February 23, 2015

**Special Combos with Fries and Small Drink:**

Pan Fried Chicken

Chicken Wings

Asada Fries

Chicken Sandwich

Fajitas

Chicken Kabob

**Dinners with Fries and Coleslaw:**

BBQ Rib

BBQ ½ Chicken

Pan Fried ¼ Chicken

**Combo Meal with Fries:**

BBQ ½ Chicken

Pan Fried ¼ Chicken

Chicken Strip Basket

BBQ Hot Wings

Kid's Meal-Chicken Strips

**Sandwich:**

BBQ Chicken

**A La Carte:**

BBQ ½ Chicken

Pan Fried ¼ Chicken

Ribs (5 pieces)

Chicken Kabob

Fajitas

Fried Zucchini

Onion Rings

Jalapeno Bacon Popper

Asada Fries

Curly Fries

Ranch Fries

Corn on the Cob

**Side Orders:**

Flour Tortilla and Salsa

Coleslaw

**Beverages:**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15505  
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.-Mexican** (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: **MA #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	25' x 12'	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.

**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.-Mexican**

Location/Space: Midway Ave #10

Agreement No: **15505**

Date: February 23, 2015

**Special Combos:**

Burrito/Flan

Super Nachos/2 Tacos

Rice Bowl/Flan

Torta/Flan

Torta/Fruit Shake or Juice

Quesdilla/2Tacos

Tacos: Asada (Steak), Pollo (Chicken), Adobada (Marinated Pork)

Burritos: Asada, Pollo or Veggie

Tortas: Asada, Pollo or Ham

Quesadillas: Asada, Pollo or Cheese

Super Nachos: Asada or Pollo

Regular Nachos

Sopes: Asada or Pollo

Tamales: Pork, Beef or Veggie

Combo Plate of 2 Soft Tacos, Rice and Beans

Kid's Meal: Small Cheese Quesadilla, Rice or Beans and Small Drink

Jalapeno Bacon Popper (2)

Fruit Salad-Granola, Honey Sweetened Condensed Milk

Flan

**Sides:**

Sour Cream

Rice & Beans

**Beverages:**

Fruit Waters: Horchata, Tamarindo, Jamaica

Fresh Squeezed Juice: Orange, Carrot

Fruit Shakes: Strawberry, Pineapple, Melon, Banana

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15507  
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.-Chicken-Philly** (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 #27**
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 12'	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.

**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.-Chicken-Philly**

Location/Space: Livestock Lane #27

Agreement No: **15507**

Date: February 23, 2015

**Special Combos with Fries and a Small Drink:**

Pan Fried Chicken

Chicken Wings

Asada Fries

Chicken Sandwich

Philly Sandwich

Chicken Kabob

**Dinners with Fries and Coleslaw:**

BBQ Rib

BBQ ½ Chicken

Pan Fried ¼ Chicken

**Combo Meals with Fries:**

BBQ ½ Chicken

Pan Fried ¼ Chicken

Chicken Strip Basket

BBQ Hot Wings

Philly Sandwich

Kid's Meal Chicken Strips

**Sandwiches:**

Philly Steak

BBQ Chicken

**A La Carte:**

BBQ ½ Chicken

Pan Fried ¼ Chicken

Chicken on a Stick

Ribs (5 pieces)

Chicken Kabob

Fajitas

Fried Zucchini

Onion Rings

Jalapeno Bacon Popper

Asada Fries

Curly Fries

Ranch Fries

Corn on the Cob

**Side Orders:**

Tortilla and Salsa

Coleslaw

**Beverages:**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15508  
DATE March 26, 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: **BG**
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 5'	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: Blue Gate

Agreement No: **15508**

Date: March 26, 2015

Bottled Water

Bottled Soda

Gatorade

Energy Drinks

Popsicles

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15522  
DATE February 27, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's-Broasted** (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 #14**
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	38' x 28'	Mobile Food - Trailer	\$2,500.00
Camping 7 Spaces			\$5,600.00

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	\$4,050.00
Final Payment	5/29/2015	\$4,050.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$8,100.00

**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.

**Chicken Charlie's  
P.O. Box 674  
Jamul, CA 91935**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Charlie Boghosian**

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.**

## **Chicken Charlie's-Broasted**

Location/Space: Family Fair Way #14

Agreement No: **15522**

Date: February 27, 2015

### **Chicken:**

Half Rotisserie

Half Rotisserie with Waffles

Half Rotisserie with Hummus and Pita Bread

Half Rotisserie with Fries

Kabob

Kabob with Hummus and Pita Bread

Kabob with Fries

Strips

Strips with Fries

BBQ Legs with Fries

Hot Wings

Fair Special: Strips, Onion Strings and Zucchini Curls

### **Deep Fried:**

Bacon Wrapped Pickle

Caviar Twinkie

Cookie Dough

Klondike Bar

Oreos

Twinkies

Beef Kabob

Beef Kabob with Hummus and Pita Bread

Beef Kabob with Fries

Frog Legs

Fry BQ Ribs

Fry BQ Ribs and Wings

French Fries

Hummus with Pita Bread

Onion Rings

Waffles

Zucchini Curls

### **Beverages:**

Soft Drinks

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15523  
DATE February 27, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's-Pineapple Express** (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 #23**
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 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.

**Chicken Charlie's**  
**P.O. Box 674**  
**Jamul, CA 91935**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Charlie Boghosian**

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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  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.**

**Chicken Charlie's-Pineapple Express**

Location/Space: Main Mall #23

Agreement No: **15523**

Date: February 27, 2015

Maui Chicken over Rice  
Naked Shrimp over Rice  
Bacon Wrapped Shrimp  
Shrimp and Fries with Charlie's Pineapple Sauce  
Maui Chicken Sliders  
Lobster on a Stick with Fries  
Calamari with Fries

Fried Pineapple with Coconut  
Pineapple Cup

**Sides:**

Fries  
Rice  
Coleslaw

**Beverages:**

Soft Drinks  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15524  
DATE February 27, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chicken Charlie's-Totally Fried** (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 #14**
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 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.

**Chicken Charlie's  
P.O. Box 674  
Jamul, CA 91935**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Charlie Boghosian**

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.**

## **Chicken Charlie's-Totally Fried**

Location/Space: Main Mall #14

Agreement No: **15524**

Date: February 27, 2015

### **Chicken:**

Wing

Leg

Thigh

Breast

8 Piece A La Carte

2 Piece with Fries

4 Piece with Fries

2 Piece with Waffles

4 Piece with Waffles

Fried Legs with Fries

BBQ Legs with Fries

Hot Wings

Strips

Strips with Fries

Kabob

Kabob Plate with Fries

Sandwich

Sandwich with Fries

Krispy Kreme Sandwich

Fair Special: Strips, Onion Strings and Zucchini Curls

### **Deep Fried:**

Avocados with Sauce

Bacon Wrapped Pickle

Brownies

Caviar Twinkie

Cookie Dough

Frog Legs with Fries

Klondike Bar

Oreos

Peanut Butter and Jelly

Twinkie

White Castle Cheeseburger

### **Veggies:**

A La Carte-Artichoke Hearts, Mushrooms or Zucchini Curls

Combo - Artichoke Hearts, Mushrooms and Zucchini Curls

Beef Kabob

Beef Kabob Plate with Fries

Fry BQ Ribs

Fry BQ Ribs and Wings

Waffles

Waffle Dog

French Fries

Cheesy Zucchini

### **Beverages:**

Soft Drinks

Lemonade

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15525  
DATE March 10, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn** (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: **SL #2, #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	46' x 25'	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.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck or Irene Dugan**

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.**

**Chuckwagon dba Chuck Dugan Concessions-Chuckwagon & Corn**

Location/Space: South Lawn #2, #3

Agreement No: **15525**

Date: March 10, 2015

BBQ Dinners - Pork Rib, Beef Brisket, Chicken  
BBQ Sandwiches - Chopped Pork, Beef Brisket, Chicken Breast  
BBQ Sandwich Plates – Chopped Pork, Beef Brisket, Chicken Breast  
Rangeburger  
Rangeburger Combo  
Rangeburger with Cheese  
Rangeburger with Cheese Combo  
Value Meal – Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink  
Family Plates – Texas Size, BBQ Chicken  
Buckaroo Kids Meal – 7” Hot Dog, Macaroni & Cheese and Small Drink  
Hot Dogs  
Chili Dogs  
Texas Chili  
Son of a Gun Stew over Rice  
Waffle Fries  
Hog Fries  
Cowpoke Beans  
Western Slaw  
Macaroni & Cheese  
Cornbread  
Cobbler  
Grilled Corn

**A La Carte:**

Chicken  
Beef  
Rib

**Sides/Extras:**

Bun  
Cheese – Shredded or Slice  
Chili  
Burger Patty  
Rice  
Ranch Dressing

**Beverages:**

Soft Drinks  
Iced Tea  
Lemonade  
Coffee  
Milk  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15526  
DATE March 10, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Chuckwagon dba Chuck Dugan Concessions-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: **SL #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	18' x 15'	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.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck or Irene Dugan**

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.**

**Chuckwagon dba Chuck Dugan Concessions-Beer**

Location/Space: South Lawn #1

Agreement No: **15526**

Date: March 10, 2015

**Beer:**

Budweiser®

Bud Light®

Shock Top®

Amberbock®

Bootlegger Palamino Pale®

Kono Long Board®

Redhook ESB®

Lime-A-Rita®

Straw-Ber-Rita®

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15527  
DATE March 10, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Chuckwagon dba Chuck Dugan Concessions-Fresh Frys** (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 #20A**
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 9'	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.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck or Irene Dugan**

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.**



**Chuckwagon dba Chuck Dugan Concessions-Fresh Frys**

Location/Space: Family Fair Way #20A

Agreement No: **15527**

Date: March 10, 2015

Fresh Frys

Ranch Frys

Chili Frys

Cheese Frys

Chili Cheese Frys

Blooming Onion

Yammys

Cinnamon Sugar Yammys

Marshmallow Yammys

Extra Toppings

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15529  
DATE March 10, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ & Corn** (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 #9, #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 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.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck or Irene Dugan**

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.**

**Chuckwagon dba Chuck Dugan Concessions-Wild Hog BBQ & Corn**

Location/Space: Fair Square #9, #10

Agreement No: **15529**

Date: March 10, 2015

BBQ Dinners - Pork Rib, Beef Brisket, Chicken  
BBQ Sandwiches - Chopped Pork, Beef Brisket, Chicken Breast  
BBQ Sandwich Plates – Chopped Pork, Beef Brisket, Chicken Breast  
Grilled Pork Chop  
Grilled Pork Chop Dinner  
Grilled Pork Chop Basket  
BBQ Pork Rib Basket  
BBQ Pork Sundae  
BBQ Beef Sundae  
Rangeburger  
Rangeburger Combo  
Rangeburger with Cheese  
Rangeburger with Cheese Combo  
Value Meal – Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink  
Buckaroo Kids Meal – 7” Hot Dog, Macaroni & Cheese and Small Drink  
Hot Dogs  
Waffle Fries  
Hog Fries  
Cowpoke Beans  
Western Slaw  
Cornbread  
Macaroni & Cheese  
Grilled Corn

**A La Carte:**

Chicken  
Beef

**Sides/Extras:**

Bun  
Slice of Cheese  
Burger Patty

**Beverages:**

Soft Drinks  
Iced Tea  
Lemonade  
Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15541  
DATE March 26, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Family A Fair, Inc. dba Pink's Hot Dogs** (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 #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 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.

**Family A Fair, Inc. dba Pink's Hot Dogs**  
**27281 Big Springs Ranch Road**  
**Hemet, CA 92544**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Celia Smith**

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.**

**Family A Fair, Inc. dba Pink's Hot Dogs**

Location/Space: Country Meadows #11

Agreement No: **15541**

Date: March 26, 2015

**Pink's Hot Dogs:**

Naked Dog

Rosie O'Donnell Dog

Martha Stewart Dog

Huell (Howser) Dog

Daytona Dog

Fair Dog

L.A. Slaw Dog

Emeril "Bam" Dog

Colonel Klink Dog

Turkey Dog

Veggie Dog

Chili Dog

Chili Cheese Dog

Double Chili Dog

Kraut Dog

Bacon Chili Cheese Dog

Polish Dog-Mild or Spicy

French Fries (Seasoned)

Chili Fries

Chili Cheese Fries

Loaded Fries

Bacon Ranch Fries

Bacon Nacho Fries

**Beverages**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15545  
DATE February 6, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**J.L.Q. Concessions dba Pepe's Mariscos** (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 #19**
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	33' x 17'	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.

**J.L.Q. Concessions dba Pepe's Mariscos**  
**11719 E. Ashlan**  
**Sanger, CA 93657**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Lola Ramirez**

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.**

**J.L.Q. Concessions dba Pepe's Mariscos**

Location/Space: Main Mall #19

Agreement No: **15545**

Date: February 6, 2015

Fresh Mexican Food:

**Cocktails:**

Shrimp

Shrimp with Octopus

Campechana

**Tostadas:**

Fish Ceviche

Shrimp Ceviche

Mixta

Shrimp Tostada Plate

**Tacos:**

Grilled Fish

Fried Shrimp

Beef (Asada)

Grilled Chicken

Al Pastor

Combo Plates

**Burritos:**

Veggie

Beef

Grilled Chicken

Supreme

**Quesadillas:**

Cheese

Beef

Grilled Chicken

Supreme

**Nachos:**

Cheese Only

Beef

Chicken

Supreme

Special

**Mexican Sandwiches:**

Beef Torta

Chicken Torta

Chips & Salsa

Chips & Ceviche

Fruit Cups

Tostilocos

Mangonada

**Beverages:**

Mexican Water

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15551  
DATE March 19, 2015

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, 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: **FFW #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	50' 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.

**Juicys, LLC**  
**P.O. Box X**  
**Corvallis, OR 97339**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Brett Enright**

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.**

**Juicys, LLC**

Location/Space: Family Fair Way #22

Agreement No: **15551**

Date: March 19, 2015

Outlaw Burger

“Texas Sized” Turkey Leg

Giant Western Sausage in a Bun or on a Stick

Giant Jalapeno & Cheese Sausage in a Bun or on a Stick

Foot Long Hot Dog

Corn Dog

Cowabunga Corn Dog

Jalapeno & Cheese Corn Dog

Combo Meals: Add a Small Drink and Small Curly Fries to any Main Item

“Jucified” Combo Meals: Add a Souvenir Cup and Large Curly Fries to any Main Item

Kid's Meal: Chicken Nuggets, Waffle Fries and Small Drink

**Sides:**

Mountain of Curly Fries

Colossal Deep Fried Onion Rings

Deep Fried Zucchini

**Toppings:**

Chili

Cheese

Ranch Dressing

**Beverages:**

Soft Drinks

Lemonade

Strawberry Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15552  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, 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: **FS #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.

Description	Size	Space Type	Charges
Guaranteed Payment	50' 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.**

Payment Schedule	Due Date	Amount
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.

Juicys, LLC  
P.O. Box X  
Corvallis, OR 97339

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Brett Enright

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.**

**Juicys, LLC**

Location/Space: Fair Square #18

Agreement No: **15552**

Date: March 19, 2015

Outlaw Burger

Funnel Cake Hamburger

“Texas Sized” Turkey Leg

Shredded Turkey Leg Sandwich

Giant Western Sausage in a Bun or on a Stick

Giant Jalapeno & Cheese Sausage in a Bun or on a Stick

Foot Long Hot Dog

Corn Dog

Cowabunga Corn Dog

Jalapeno and Cheese Corn Dog

Combo Meals: Add a Small Drink and Small Waffle Fries to any Main Item

“Jucified” Combo Meals: Add a Souvenir Cup and Large Waffle Fries to any Main Item

Kid's Meal: Chicken Nuggets, Waffle Fries and Small Drink

**Sides:**

Mountain of Curly Fries

Colossal Deep Fried Onion Rings

Deep Fried Zucchini

Waffle Fries

**Toppings:**

Chili

Cheese

Ranch Dressing

**Beverages:**

Soft Drinks

Lemonade

Strawberry Lemonade

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15553  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, 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: **LL #5, #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	50' 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.

Juicys, LLC  
P.O. Box X  
Corvallis, OR 97339

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Brett Enright

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.**

**Juicys, LLC**

Location/Space: Livestock Lane #5, #6

Agreement No: **15553**

Date: March 19, 2015

“Texas Sized” Turkey Leg

Giant Western Sausage in a Bun or on a Stick

Giant Jalapeno & Cheese Sausage in a Bun or on a Stick

BBQ Beef Sandwich

BBQ Turkey Sandwich

Shredded Turkey Leg Sandwich

Roasted Corn

Combo Meals: Add a Small Drink and Small Waffle Fries to any Main Item

“Jucified” Combo Meals: Add a Souvenir Cup and Large Waffle Fries to any Main Item

Kid’s Meal: Chicken Nuggets, Waffle Fries and Small Drink

**Sides:**

Coleslaw

Beans

Waffle Fries

Ranch Dressing

**Beverages:**

Soft Drinks

Lemonade

Strawberry Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15554  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Juicys, LLC-Apollo's Greek Stand** (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 #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	50' 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.

**Juicys, LLC**  
**P.O. Box X**  
**Corvallis, OR 97339**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Brett Enright**

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.
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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.**

**Juicys, LLC-Apollo's Greek Stand**

Location/Space: Main Mall #8

Agreement No: **15554**

Date: March 19, 2015

Classic Gyro

Pita Burger

Chicken Pita

Chicken Souvlaki

**Sides:**

Greek Salad

Pita Chips

French Fries

Baklava

**Sauces:**

Hummus

Tzatzki

Fiery Feta

**Beverages:**

Soft Drinks

Gatorade

Bottled Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15555  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, LLC-Dogsville (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 #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	16' 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.

Juicys, LLC  
P.O. Box X  
Corvallis, OR 97339

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Brett Enright

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.**



**Juicys, LLC-Dogsville**

Location/Space: Main Mall #12

Agreement No: **15555**

Date: March 19, 2015

**Hot Dogs:**

Classic

Junkyard Dog

Champion

Mutt

Chili Cheese

**Corn Dogs:**

Bandit Jalapeno Cheese

Hawg Ham and Cheese

Beast Sausage and Jalapeno

**Sausage:**

Giant Western in a Bun or on a Stick

Giant Jalapeno and Cheese in a Bun or on a Stick

Grande Nachos

French Fries

French Fries with Chili and Cheese

**Toppings:**

Chili

Cheese

**Beverages:**

Soft Drinks

Strawberry Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15556  
DATE March 23, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, LLC-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: **FS #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	30' 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.

Juicys, LLC  
P.O. Box X  
Corvallis, OR 97339

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Brett Enright

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.**

**Juicys, LLC-Funnel Cake**

Location/Space: Fair Square #17

Agreement No: **15556**

Date: March 23, 2015

Funnel Cake

**Funnel Cake Combos:**

Whipped Cream, Strawberries, Ice Cream

Whipped Cream, Cherries, Ice Cream

Whipped Cream, Strawberries

Whipped Cream Cherries

**Toppings:**

Strawberries

Cherries

Whipped Cream

Ice Cream

**Beverages:**

Coffee

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15557  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Juicys, 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: **CM #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.

Description	Size	Space Type	Charges
Guaranteed Payment	50' x 20'	Mobile Food - Trailer	\$2,500.00
Camping 4 Spaces			\$3,200.00

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.**

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$2,850.00
Final Payment	5/29/2015	\$2,850.00
*Payments received after the due date will be subject to a late fee of \$100 per payment.		Total: \$5,700.00

**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.

Juicys, LLC  
P.O. Box X  
Corvallis, OR 97339

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Brett Enright

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.**

**Juicys, LLC**

Location/Space: Country Meadows #4

Agreement No: **15557**

Date: March 19, 2015

Outlaw Burger

“Texas Sized” Turkey Leg

Giant Western Sausage in a Bun or on a Stick

Giant Jalapeno & Cheese Sausage in a Bun or on a Stick

Foot Long Hot Dog

Corn Dog

Cowabunga Corn Dog

Deep Fried Chicken Sandwich

Combo Meals: Add a Small Drink and Small Curly Fries to any Main Item

“Jucified” Combo Meals: Add a Souvenir Cup and Large Curly Fries to any Main Item

Kid's Meal: Chicken Nuggets, Waffle Fries and Small Drink

**Sides:**

Mountain of Curly Fries

Colossal Deep Fried Onion Rings

Deep Fried Zucchini

**Toppings:**

Chili

Cheese

Ranch Dressing

**Beverages:**

Soft Drinks

Lemonade

Strawberry Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15563  
DATE February 27, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Lori's Concessions, Inc.-Tasti Burger** (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 #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	22' x 10'	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.

**Lori's Concessions, Inc.**  
**535 Hilo Way**  
**Vista, CA 92081**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Lori Southerland**

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.**

**Lori's Concessions, Inc.-Tasti Burger**

Location/Space: Livestock Lane #9

Agreement No: **15563**

Date: February 27, 2015

**Burgers:**

Chili Relleno Pretzel Cheeseburger

Cubano Pork Burger

West Texas BBQ Cheeseburger

Chili Cheeseburger

Jalapeno Cheeseburger

Cheeseburger

Hamburger

Protein Wrap

The Tasti Burger Combo-Hamburger, Fries and Regular Soft Drink

**Hot Dogs:**

All Beef Hot Dog

All Beef San Fran Dog

All Beef Chili Cheese Dog

French Fries

Chili Cheese Fries

**Extras:**

Cheese

Patty

Bacon

**Beverages:**

Soft Drinks

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15564  
DATE March 19, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Lori's Concessions, Inc.-Tasti 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: **LL #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	24' x 8'	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.

**Lori's Concessions, Inc.**  
**535 Hilo Way**  
**Vista, CA 92081**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Lori Southerland**

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.**

**Lori's Concessions, Inc.-Tasti Chips**

Location/Space: Livestock Lane #10

Agreement No: **15564**

Date: March 19, 2015

Tasti Chips®

Onion Rings

Chips and Rings

Chili Cheese Chips

**Tasti Shakers:**

Parmesan Garlic

Sour Cream and Onion

Salt and Vinegar

Hot Pepper

**Toppings:**

Jalapeno Cheese Sauce

Bacon Cheddar Cheese Sauce

Ranch Dressing

All Meat Chili

Crumbled Bacon

**Beverages:**

Soft Drinks

Bottled Water

Big Party Favor!: Purchase a Large Tasti Chips® and Big Scoop of Cheese for \$12.50.

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15582  
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-Bacon A Fair** (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 #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	27' 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.

**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 - Bacon A Fair**

Location/Space: Family Fair Way #9

Agreement No: **15582**

Date: February 13, 2015

**Bacon Wrapped:**

Hot Dog

Hot Dog Plate

Corn Dog

Grilled Sausage

Grilled Sausage Plate

Turkey Leg

Turkey Leg Combo

Peppers

Deep Fried Wasabi Bombs

Smoked Jack Daniels Bacon Wrapped Churro

Beer Battered Bacon Dog

Turkey Leg

Deep Fried Turkey Leg

Bacon Bombs (Cheese and Brownie)

Porkabello Kabob

Bacon on a Stick

Garlic Butter Bacon Fries with Dip (Ranch, Nacho Cheese or Sour Cream and Bacon)

Gouda Bacon Truffle Fries

Chocolate Covered Bacon

Chocolate Peanut Butter Covered Bacon

Coronary Combo

Chocolate Bacon Banana

Soft Drinks

Lemonade

Bottled Water



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15589  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Sharp Concepts, Inc. dba Good Ol' Burgers** (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 #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	20' 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.

**Sharp Concepts, Inc. dba Good Ol' Burgers**  
**P.O. Box 3767**  
**Paso Robles, CA 93447**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Roger Sharp**

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.**

**Sharp Concepts, Inc. dba Good Ol' Burgers**

Location/Space: Family Fair Way #10

Agreement No: **15589**

Date: February 20, 2015

Good Ol' Burger with or without Cheese

Combo Plate: 1/2 Pound Burger, Fries and Medium Drink

Kid's Meal : 2.5 oz. Burger, Fries and Small Drink

Philly Steak and Cheese

1/2 lb. Hot Dog

Fries

Fries with Cheese

Fries with Chili and Cheese

Garlic Fries

Monster Pretzel with or without Cheese

**Beverages:**

Soft Drinks

Iced Tea

Lemonade

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15597  
DATE February 20, 2015

## CONCESSION RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Valarie's Food & Beverage, 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: **CW #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	42' x 22'	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.

**Valarie's Food & Beverage, Inc.**  
**600 Comer Street**  
**Carthage, TX 75633**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Valarie 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.**

**Valarie's Food & Beverage, Inc.**

Location/Space: Centennial Way #12

Agreement No: **15597**

Date: February 20, 2015

Hot Dogs

Kielbasa

Hamburger

Cheeseburger

Pastrami Sandwich

French Fries

Chili Cheese Fries

Toppings: Kraut, Chili and Cheese

**Beverages:**

Soft Drinks

Lemonade

Iced Tea

Bottled Water

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15599**  
DATE **March 10, 2015**

**CONCESSION  
RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ** (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 #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	30' x 9'	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.

**Chuckwagon dba Chuck Dugan Concessions**  
**5019 Solitude Court**  
**Alta Loma, CA 91737**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Chuck or Irene Dugan**

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.**



**Chuckwagon dba Chuck Dugan Concessions-Texas Style BBQ**

Location/Space: Family Fair Way #20

Agreement No: **15599**

Date: March 10, 2015

BBQ Sandwiches – Beef Brisket, Sausage, Chopped Pork

BBQ Pork Sundae

BBQ Beef Sundae

BBQ Pork Rib Basket

Rib Slab

Value Meal – Chopped Pork Sandwich, Waffle Fries & Medium Soft Drink

Waffle Fries

Ranch Dressing

**Extras:**

Whole Brisket

Slab of Pork Ribs

**Beverages:**

Soft Drinks

Iced Tea

Lemonade

Bottled Water

**OC FAIR & EVENT CENTER  
PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL  
APRIL 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15703	All Stars Dips, Inc.	All natural gourmet dips and dessert mixes	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 8'	\$11,250.00
15710	Vector Marketing Corporation dba Cutco	Cutlery, culinary tools, BBQ tools, garden tools, cookware, flatware, scissors and sporting knives	Festival of Products	07/01/15-08/18/15	20' x 10'	\$20,000.00
15713	Diamond Resorts International Marketing, Inc.	Vacations and travel, "Enter to Win" touchscreens. Lead generating only.	Family Fair Way, Livestock Lane, Blue Gate	07/01/15-08/18/15	15' x 10'; 20' x 10'; 20' x 10'; 20' x 10'	\$55,000.00
15716	Encore Ginal, Inc. dba Ginalli Milano	Ginalli Milano: flat irons, curling irons. Versha: hair extensions, shampoos, serums.	Fair Square	07/01/15-08/18/15	20' x 10'	\$20,000.00
15723	Infinite Creative Enterprises, Inc. dba Infinite Therapeutics	Infinity therapeutic massage chairs	Parade of Products	07/01/15-08/18/15	10' x 15'	\$15,000.00
15724	Jeeva Corporation dba Satellite Pro's	DIRECTV Service. Lead generating only.	Carnival of Products; Festival of Products	07/01/15-08/18/15	10' x 8'; 20' x 10'	\$28,000.00
15725	Kaleo Marketing LLC	Vacation clubs. Lead generating only.	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 10'	\$18,000.00
15727	Lumaro, Inc. dba Granite Transformations Orange County	Granite Kitchen Remodeling: engineered granite overlay, cabinet refacing, mosaics, granite sinks	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 8'	\$11,250.00
15729	Multinational Enterprises	"Rhythm Touch" and Bes Med 550, 660 & 770 & attachments, Ultra Stim and attachments, nail mat, XP II, HT 360L, Ion Touch, Mini masseuse & massage Mouse, Relief Dr. 1000.	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 8'	\$12,850.00
15730	Non-Surgical Spine Care Center	Non-Surgical spinal decompression therapy and neuropathy. Lead generating only.	Carnival of Products	07/01/15-08/18/15	20' x 8'	\$16,000.00
15731	Pro-Selections, Inc. dba Show-Me Products	Indoor smokeless stove top grill	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$8,000.00
15733	Renaissance Paving	Interlocking pavers, rustic walls, LCD lights. Lead generating only.	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$8,000.00
15734	Russian Souvenirs Inc.	Russian Souvenirs: nesting dolls, Santa, ornaments, lacquer boxes, Faberge style eggs, amber jewelry, hand painted jewelry.	Carnival of Products	07/01/15-08/18/15	10' x 8'; 20' x 8'	\$14,500.00
15736	Soleil Communications, Inc. dba Welk Resorts	Promotion of Welk Resort Properties. Lead generating only.	Livestock Lane, Country Meadows, Family Fair Way	07/01/15-08/18/15	30' x 10'; 10' x 10'; 30' x 5'	\$55,000.00
15739	Sunshine Kitchen Products	Infinity lights, whisk	Carnival of Products	07/01/15-08/18/15	10' x 8'; 10' x 8'	\$11,250.00
15740	The Sleep Train, Inc.	Mattresses, bases, frames, linens, pillows, mattress and pillow protectors	Carnival of Products, Festival of Products	07/01/15-08/18/15	16' x 20'; 20' x 20'; 16' x 10'; 20' x 10'	\$108,000.00
15742	Thien Dinh Tran	Bamboo pillows	Parade of Products	07/01/15-08/18/15	10' x 15'	\$15,000.00
15743	T-Mobile USA, Inc.	Wireless phone and services	Parade of Products	07/01/15-08/18/15	10' x 15'	\$15,000.00
15746	Wyndham Vacation Ownership, Inc.	Wyndham Vacation Resorts. Lead generating only.	Parade of Products; Family Fair Way	07/01/15-08/18/15	10' x 15'; 20' x 10'	\$35,000.00

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15703  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**All Stars Dips, 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 #306, #307**
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.

Description	Size	Space Type	Charges
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:

Payment Schedule	Due Date	Amount
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.

**All Stars Dips, Inc.**  
**12005 East 61st Terrace**  
**Kansas City, MO 64133**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Debbie Hendrix**

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.**

**All Stars Dips, Inc.**

Location/Space: Carnival of Products #306, #307

Agreement No: **15703**

Date: March 16, 2015

All Natural Gourmet Dips

Dessert Mixes



## EXHIBIT A

### AGREEMENT NO. 15703

#### Renter:

**All Stars Dips, Inc.**

Business License Number: 5006537

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

12005 East 61<sup>st</sup> Terrace

Kansas City, MO 64133

(816) 916-7821

Debbie Hendrix, Owner

#### Space Description:

Carnival of Products – CP #307 (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:

All Natural Gourmet Dips and Dessert Mixes

#### 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 All Stars Dips, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. All Natural Gourmet Dips and Dessert Mixes (product/service);  
CP #307 (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 #307).
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 #307; 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 #307; 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 #307.
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.

All Stars Dips, Inc.  
12005 East 61<sup>st</sup> Terrace  
Kansas City, MO 64133

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Debbie Hendrix, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15710  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Vector Marketing Corporation dba Cutco** (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 #406, #506**
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' x 10'	Platinum Corner	\$20,000.00

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	\$10,000.00
Final Payment	5/29/2015	\$10,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$20,000.00

### 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.

**Vector Marketing Corporation dba Cutco**  
**322 Houghton Avenue**  
**Olean, NY 14760**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Lia Eleopoulos**

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.**

**Vector Marketing Corporation dba Cutco**

Location/Space: Festival of Products #406, #506

Agreement No: **15710**

Date: March 16, 2015

Household Cutlery  
Culinary Tools  
BBQ Tools/Garden Tools  
Cookware  
Flatware  
Hunting Knives  
Scissors



## EXHIBIT A

### AGREEMENT NO. 15710

#### Renter:

**Vector Marketing Corporation dba Cutco**

Business License Number: N/A

Seller's Permit Number: 27-745710

Taxpayer ID Number: [REDACTED]

322 Houghton Avenue

Olean, NY 14760

(714) 306-9781

Lia Eleopoulos, Authorized Independent Cutco Sales Representative

#### Space Description:

Festival of Products – FP #406, #506 (20'x10')

#### Space Fee:

\$20,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Household Cutlery, Culinary Tools, BBQ/Garden Tools, Cookware, Flatware, Hunting Knives, Scissors

#### 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 THOUSAND DOLLARS (\$20,000.00) 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 Vector Marketing Corporation dba Cutco outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Household Cutlery, Culinary Tools, BBQ/Garden Tools, Cookware, Flatware, Hunting Knives, Scissors (product/service); FP #406, #506 (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 200 square feet of space located in Festival of Products (FP #406, #506).
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) FP #406, #506; 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 #406, #506; 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 #406, #506.
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.

Vector Marketing Corporation dba Cutco  
322 Houghton Avenue  
Olean, NY 14760

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Lia Eleopoulos, Authorized Independent  
Cutco Sales Representative

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15713  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Diamond Resorts International Marketing, 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: **FFW #2; LL #17; BG #1; BG #2**
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.

Description	Size	Space Type	Charges
Family Fair Way	15' x 10'	Platinum Space	\$15,000.00
Livestock Lane	20' x 10'	Platinum Space	\$20,000.00
Blue Gate	20' x 10'	Platinum Space	\$10,000.00
Blue Gate	20' x 10'	Platinum Space	\$10,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$27,500.00
Final Payment	5/29/2015	\$27,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$55,000.00

### 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.

**Diamond Resorts International Marketing, Inc.**  
**10600 West Charleston Boulevard**  
**Las Vegas, NV 89135**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Jared Finkelstein**

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.**

**Diamond Resorts International Marketing, Inc.**

Location/Space: Family Fair Way #2; Livestock Lane #17;  
Blue Gate #1; Blue Gate #2

Agreement No: **15713**

Date: March 24, 2015

Vacations/Travel

"Enter to Win" Touchscreens

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15713

**Renter:**

**Diamond Resorts International Marketing, Inc.**

Business License Number: 45647

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

10600 West Charleston Boulevard

Las Vegas, NV 89135

(714) 687-6195

Jared Finkelstein, Senior Vice President, Legal

**Space Description:**

Family Fair Way – FFW #2 (15'x10')

Livestock Lane – LL #17 (20'x10')

Blue Gate – BG #1 (20'x10')

Blue Gate – BG #2 (20'x10')

**Space Fee:**

\$55,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Vacation/Travel, "Enter to Win" Touchscreens (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 FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) 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 Diamond Resorts International Marketing, Inc. outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Vacation/Travel, "Enter to Win" Touchscreens (product/service);  
FFW #2, LL #17, BG #1, BG #2 (locations)
  - 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. 150 square feet of space located on Family Fair Way (FFW #2).
  - b. 200 square feet of space located on Livestock Lane (LL #17).
  - c. 200 square feet of space located outside Blue Gate (BG #1).
  - d. 200 square feet of space located outside Blue Gate (BG #2).
- 2. To provide:
  - a. One (1) 15'x10' square foot canopy for the space located on Family Fair Way (FFW #2).
  - b. One (1) 20'x10' square foot canopy for the space located on Livestock Lane (LL #17).
  - c. One (1) 20'x10' square foot canopy for the space located outside Blue Gate (BG #1).
  - d. One (1) 20'x10' square foot canopy for the space located outside Blue Gate (BG #2).
- 3. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (40 total photo credentials).
- 4. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (184 total working credentials).
- 5. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (40 total hang tags).
- 6. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
- 8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
- 9. To provide link to Renter website on applicable section of the OC Fair website.
- 10. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
- 11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
- 12. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Diamond Resorts International Marketing, Inc.  
10600 West Charleston Boulevard  
Las Vegas, NV 89135

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Jared Finkelstein, Senior Vice President, Legal

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15716  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Encore Ginal, Inc. dba Ginalli Milano** (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 #15**
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>
Fair Square	20' x 10'	Platinum Space	\$20,000.00

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	\$10,000.00
Final Payment	5/29/2015	\$10,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$20,000.00

### 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.

**Encore Ginal, Inc. dba Ginalli Milano**  
**18 Technology Drive, Suite #166**  
**Irvine, CA 92618**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Erkan Tantekin**

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.**

**Encore Ginal, Inc. dba Ginalli Milano**

Location/Space: Fair Square #15

Agreement No: **15716**

Date: March 24, 2015

**Ginalli Milano:**

Flat Irons

Curling Irons

Iron Holders

**Versha:**

Hair Extensions

Shampoos

Serums



## EXHIBIT A

### AGREEMENT NO. 15716

**Renter:**

**Encore Ginal, Inc. dba Ginalli Milano**

Business License Number: 2001442-247

Seller's Permit Number: EA 102-156248

Taxpayer ID Number: [REDACTED]

18 Technology Drive, Suite #166

Irvine, CA 92618

(949) 293-0895

Erkan Tantekin, Owner

**Space Description:**

Fair Square – FS #15 (20'x10')

**Space Fee:**

\$20,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Ginalli Milano: Flat Irons, Curling Irons, Iron Holders; Versha: Hair Extensions, Shampoos, Serums

**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 THOUSAND DOLLARS (\$20,000.00) 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 Encore Ginal, Inc. dba Ginalli Milano outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To sell the following services/products at the location(s) indicated below.
      1. Ginalli Milano: Flat Irons, Curling Irons, Iron Holders; Versha: Hair Extensions, Shampoos, Serums (product/service); FS #15 (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 200 square feet of space located in Fair Square (FS #15).
2. To provide one (1) 20'x10' square foot canopy for the space located in Fair Square (FS #15).
3. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (10 total photo credentials).
4. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (46 total working credentials).
5. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (10 total hang tags).
6. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Encore Ginal, Inc. dba Ginalli Milano  
18 Technology Drive, Suite #166  
Irvine, CA 92618

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Erkan Tantekin, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15723  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Infinite Creative Enterprises, Inc. dba Infinite Therapeutics** (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 #35**
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 Space	\$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 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.

**Infinite Creative Enterprises, Inc. dba Infinite Therapeutics**  
**68A Route 125**  
**Kingston, NH 03848**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Michael Garceau**

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.**



**Infinite Creative Enterprises, Inc. dba Infinite Therapeutics**

Location/Space: Parade of Products #35

Agreement No: **15723**

Date: March 24, 2015

Infinity Therapeutic Massage Chairs



## EXHIBIT A

### AGREEMENT NO. 15723

#### Renter:

Infinite Creative Enterprises, Inc. dba Infinite Therapeutics

Business License Number: N/A

Seller's Permit Number: 102-713681

Taxpayer ID Number: [REDACTED]

68A Route 125

Kingston, NH 03848

(603) 347-6006

Michael Garceau, President

#### Space Description:

Parade of Products – POP #35 (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:

Infinity Therapeutic Massage Chairs

#### 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 Infinite Creative Enterprises, Inc. dba Infinite Therapeutics outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Infinity Therapeutic Massage Chairs (product/service); POP #35(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 150 square feet of space located in Parade of Products (POP #35).
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 #35; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter (pending production and installation deadlines).
9. To provide one (1) 4'x2' branded sign to display over booth(s) POP #35; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter (pending production and installation deadlines).
10. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #35.
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.

Infinite Creative Enterprises, Inc. dba  
Infinite Therapeutics  
68A Route 125  
Kingston, NH 03848

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Michael Garceau, President

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15724  
DATE March 27, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Jeeva Corporation dba Satellite Pro's (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 #626; FP #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.

Description	Size	Space Type	Charges
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Festival of Product	20' x 10'	Platinum Corner	\$20,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$14,000.00
Final Payment	5/29/2015	\$14,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$28,000.00

### 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.

Jeeva Corporation dba Satellite Pro's  
750 East E Street  
Ontario, CA 91764

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Orlando Uranga

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.**

**Jeeva Corporation dba Satellite Pro's**

Location/Space: Carnival of Product #626; Festival of Products #301, #302

Agreement No: **15724**

Date: March 27, 2015

DIRECTV Service

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15724

**Renter:**

**Jeeva Corporation dba Satellite Pro's**

Business License Number: N/A

Seller's Permit Number: 102-059793

Taxpayer ID Number: [REDACTED]

750 East E Street

Ontario, CA 91764

(909) 614-4545

Orlando Uranga, Owner

**Space Description:**

Carnival of Products – CP #626 (10'x8')

Festival of Products – FP #301, #302 (20'x10')

**Space Fee:**

\$28,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

DIRECTV 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 EIGHT THOUSAND DOLLARS (\$28,000.00) 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 Jeeva Corporation dba Satellite Pro's outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. DIRECTV Services (product/service); CP #626; FP #301, #302 (locations)
  - 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 and following the 2015 OC Fair.

**District Agrees:**

1. To provide:
  - a. 80 square feet of space located in Carnival of Products (CP #626).
  - b. 200 square feet of space located in Festival of Products (FP #301, #302).
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 #626; FP #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 #626; FP #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 #626; FP #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.

Jeeva Corporation dba Satellite Pro's  
750 East E Street  
Ontario, CA 91764

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Orlando Uranga, Owner

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Sharon Augenstein, Chief Financial Officer



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15725  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Kaleo Marketing 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: **CP #315; FP #206**
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.

Description	Size	Space Type	Charges
Carnival of Products	10'x 8'	Platinum Corner	\$ 8,000.00
Festival of Products	10'x 10'	Platinum Corner	\$10,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$9,000.00
Final Payment	5/29/2015	\$9,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$18,000.00

### 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.

**Kaleo Marketing LLC**  
**8592 Venice Boulevard**  
**Los Angeles, CA 90034**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Steve Snyder

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.**

**Kaleo Marketing LLC**

Location/Space: Carnival of Products #315; Festival of Products #206

Agreement No: **15725**

Date: March 16, 2015

Vacation Clubs

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15725

#### Renter:

**Kaleo Marketing LLC**

Business License Number: 567450

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

8592 Venice Boulevard

Los Angeles, CA 90034

(949) 705-8572

Steve Snyder, Director of Events

#### Space Description:

Carnival of Products – CP #315 (10' x 8')

Festival of Products – FP #206 (10' x 10')

#### Space Fee:

\$18,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Vacation Clubs (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 EIGHTEEN THOUSAND DOLLARS (\$18,000.00) 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 Kaleo Marketing LLC outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Vacation Clubs (product/service); CP #315, FP #206 (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. 80 square feet of space located in Carnival of Products (CP #315).
  - b. 100 square feet of space located in Festival of Products (FP #206).
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 #315, FP #206; 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 #315, FP #206; 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 #315, FP #206.
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.

Kaleo Marketing LLC  
8592 Venice Boulevard  
Los Angeles, CA 90034

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Steve Snyder, Director of Events

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15727  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Lumaro, Inc. dba Granite Transformations Orange County (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 #214, #215**
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.

Description	Size	Space Type	Charges
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:

Payment Schedule	Due Date	Amount
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 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.

Lumaro, Inc. dba Granite Transformations Orange County  
23552 Commerce Center Drive, Suite M  
Laguna Hills, CA 92653

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_  
Title: Tim Lucia

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.**

**Lumaro, Inc. dba Granite Transformations Orange County**

Location/Space: Carnival of Products #214, #215

Agreement No: **15727**

Date: March 16, 2015

Granite Kitchen Remodeling

Engineered Granite Overlay

Cabinet Refacing

Mosaics

Granite Sinks

**Lead Generating Only**





## EXHIBIT A

### AGREEMENT NO. 15727

#### Renter:

**Lumaro, Inc. dba Granite Transformations Orange County**

Business License Number: N/A

Seller's Permit Number: 102-178963

Taxpayer ID Number: [REDACTED]

23552 Commerce Center Drive, Suite M

Laguna Hills, CA 92653

(949) 770-4009

Tim Lucia, Owner

#### Space Description:

Carnival of Products – CP #215 (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:

Granite Kitchen Remodeling, Engineered Granite Overlay, Cabinet Refacing, Mosaics, Granite Sinks  
(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 Lumaro, Inc. dba Granite Transformations Orange County outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Granite Kitchen Remodeling, Engineered Granite Overlay, Cabinet Refacing, Mosaics, Granite Sinks (product/service); CP #215 (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 #215).
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 #215; 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 #215; 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 #215.
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.

Lumaro, Inc. dba Granite Transformations  
Orange County  
23552 Commerce Center Drive, Suite M  
Laguna Hills, CA 92653

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Tim Lucia, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15729  
DATE March 19, 2015

## PLATINUM 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 #216, #217**
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.

Description	Size	Space Type	Charges
Carnival of Products	10' x 8'	Platinum Corner	\$ 8,000.00
Carnival of Products	10' x 8'	Commercial Inline	\$ 3,250.00
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:

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$ 6,425.00
Final Payment	5/29/2015	\$ 6,425.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$12,850.00

### 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.

**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 #216, #217

Agreement No: **15729**

Date: March 19, 2015

**Tens Units Massagers:**

Rhythm Touch Q Set

Besmed 550-660

HT326L

HT329L3

Ion Touch Magic Touch Pro

Mini Masseuse

Massage Mouse

Relief Dr. 1000

Ultra Slim with Attachments

XP II

Pinook MP5 Massager and Mini Massager

IQ Massagers-All Models

HI Dow-All Models

Healthy Back

I Rest

AuraWave

Dr. Ho



## EXHIBIT A

### AGREEMENT NO. 15729

**Renter:****Multinational Enterprises**

Business License Number: N/A

Seller's Permit Number: 18-751156

Taxpayer ID Number: S.S. # Available

1746F South Victoria Avenue, Suite #288

Ventura, CA 93003

(310) 393-1749

Juan Clauson, Owner

**Space Description:**

Carnival of Products – CP #216 (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:**

Tens Units Massagers: Rhythm Touch Q Set, Besmed 550-660, HT326L, HT329L3, Ion Touch Magic Touch Pro, Mini Masseuse, Massage Mouse, Relief Dr. 1000, Ultra Slim with Attachments, XP II, Pinook MP5 Massager and Mini Massager, IQ Massagers-All Models, HI Dow-All Models, Healthy Back, I Rest, AuraWave, Dr. Ho

**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 Multinational Enterprises outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Tens Units Massagers as listed above (product/service); CP #216 (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 #216).
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 #216; 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 #216; 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 #216.
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.

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

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Juan Clauson, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15730  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Non-Surgical Spine Care Center** (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 #201, #202**
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 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.

**Non-Surgical Spine Care Center**  
**18055 Bushard Street**  
**Fountain Valley, CA 92708**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Barry Schleider**

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.**

**Non-Surgical Spine Care Center**

Location/Space: Carnival of Products #201, #202

Agreement No: **15730**

Date: March 16, 2015

Non-Surgical Spinal Decompression Therapy

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15730

**Renter:****Non-Surgical Spine Care Center**

Business License Number: 008091

Seller's Permit Number: N/A

Taxpayer ID Number: S.S. # Available

18055 Bushard Street

Fountain Valley, CA 92708

(714) 546-3472

Barry Schleider, Owner

**Space Description:**

Carnival of Products – CP #201, #202 (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:**

Non-Surgical Spinal Decompression Therapy (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 Non-Surgical Spine Care Center outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Non-Surgical Spinal Decompression Therapy (product/service);  
CP #201, #202 (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 160 square feet of space located in Carnival of Products (CP #201, #202).
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 #201, #202; 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 #201, #202; 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 #201, #202.
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.

Non-Surgical Spine Care Center  
18055 Bushard Street  
Fountain Valley, CA 92708

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Barry Schleider, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15731  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Pro-Selections, Inc. dba Show-Me Products** (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 #308**
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 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.

**Pro-Selections, Inc. dba Show-Me Products**  
**1125 32nd Street North**  
**Texas City, TX 77590**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Janet Harvey**

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.**

**Pro-Selections, Inc. dba Show-Me Products**

Location/Space: Carnival of Products #308

Agreement No: **15731**

Date: March 24, 2015

Indoor Smokeless Stove Top Grill



## EXHIBIT A

### AGREEMENT NO. 15731

#### Renter:

**Pro-Selections, Inc. dba Show-Me Products**

Business License Number: N/A

Seller's Permit Number: 97-012094

Taxpayer ID Number: [REDACTED]

1125 32<sup>nd</sup> Street North

Texas City, TX 77590

(409) 948-4457

Janet Harvey, Owner

#### Space Description:

Carnival of Products – CP #308 (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:

Indoor Smokeless Stove Top Grill

#### 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 Pro-Selections, Inc. dba Show-Me Products outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Indoor Smokeless Stove Top Grill (product/service); CP #308 (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 #308).
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 #308; 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 #308; 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 #308.
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.

Pro-Selections, Inc. dba Show-Me Products  
1125 32<sup>nd</sup> Street North  
Texas City, TX 77590

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Janet Harvey, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15733  
DATE March 16, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Renaissance Paving** (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 #208**
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 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.

**Renaissance Paving**  
**429 West 2<sup>nd</sup> Street**  
**San Dimas, CA 91773**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Austin Webber**

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.**

**Renaissance Paving**

Location/Space: Carnival of Products #208

Agreement No: **15733**

Date: March 16, 2015

Interlocking Pavers

Rustic Walls

LCD Lights

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15733

**Renter:****Renaissance Paving**

Business License Number: 1322

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

429 West 2<sup>nd</sup> Street

San Dimas, CA 91773

(951) 966-8080

Austin Webber, Owner

**Space Description:**

Carnival of Products – CP #208 (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:**

Interlocking Pavers, Rustic Walls, LCD Lights (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 Renaissance Paving outside of designated space(s).
    - i. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Interlocking Pavers, Rustic Walls, LCD Lights (product/service); CP #208 (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 #208).
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 #208; 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 #208; 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 #208.
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.

Renaissance Paving  
429 West 2<sup>nd</sup> Street  
San Dimas, CA 91773

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Austin Webber, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15734  
DATE March 26, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Russian Souvenirs 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 #405, #406, #407**
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	20' x 8'	Commercial 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	\$7,250.00
Final Payment	5/29/2015	\$7,250.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$14,500.00

### 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, 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.

**Russian Souvenirs Inc.**  
**24657 Gilmore Street**  
**West Hills, CA 91307**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
**Title: Victoria Rybalov**

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.**



**Russian Souvenirs Inc.**

Location/Space: Carnival of Products #405, #406, #407

Agreement No: **15734**

Date: March 26, 2015

**RussianSouvenirs:**

Nesting Dolls

Hand Painted Santas

Christmas Ornaments

Lacquer Boxes

**Russian Handmade Jewelry:**

Hand Painted on Mother of Pearl with Sterling Silver

Freshwater Pearls

Amber Beads

Amber Jewelry in Sterling Silver

Faberge Style Pendants



## EXHIBIT A

### AGREEMENT NO. 15734

**Renter:****Russian Souvenirs Inc.**

Business License Number: N/A

Seller's Permit Number: 100-336297

Taxpayer ID Number: [REDACTED]

24657 Gilmore Street

West Hills, CA 91307

(818) 516-4160

Victoria Rybalov, Owner

**Space Description:**

Carnival of Products – CP #407 (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:**

Russian Souvenirs: Nesting Dolls, Hand Painted Santas, Christmas Ornaments, Lacquer Boxes; Russian Handmade Jewelry: Hand Painted on Mother of Pearl with Sterling Silver, Freshwater Pearls, Amber Beads, Amber Jewelry in Sterling Silver, Faberge Style Pendants

**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 Russian Souvenirs Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Russian Souvenirs: Nesting Dolls, Hand Painted Santas, Christmas Ornaments, Lacquer Boxes; Russian Handmade Jewelry: Hand Painted on Mother of Pearl with Sterling Silver, Freshwater Pearls, Amber Beads, Amber Jewelry in Sterling Silver, Faberge Style Pendants (product/service); CP #407 (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 #407).
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 #407; 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 #407; 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 #407.
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.

Russian Souvenirs Inc.  
24657 Gilmore Street  
West Hills, CA 91307

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Victoria Rybalov, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. **15736**  
DATE **March 16, 2015**

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Soleil Communications, Inc. dba Welk Resorts** (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 #29; CM #1; FFW #3**
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>
Livestock Lane	30' x 10'	Platinum Space	\$30,000.00
Country Meadows	10' x 10'	Platinum Space	\$10,000.00
Family Fair Way	30' x 5'	Platinum Space	\$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	\$27,500.00
Final Payment	5/29/2015	\$27,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$55,000.00

### **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.

**Soleil Communications, Inc. dba Welk Resorts**  
**2851 Camino del Rio South, Suite #300**  
**San Diego, CA 92108**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Sam Ray**

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.**

**Soleil Communications, Inc. dba Welk Resorts**

Location/Space: Livestock Lane #29; Country Meadows #1; Family Fair Way #3

Agreement No: **15736**

Date: March 16, 2015

Promotion of Welk Resort Properties

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15736

**Renter:**

**Soleil Communications, Inc. dba Welk Resorts**

Business License Number: 2006004430

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

2851 Camino del Rio South, Suite #300

San Diego, CA 92108

(714) 508-0420

Sam Ray, Senior Vice President of Marketing

**Space Description:**

Livestock Lane – LL #29 (30'x10')

Country Meadows – CM #1 (10'x10')

Family Fair Way – FFW #3 (30'x5')

**Space Fee:**

\$55,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Promotion of Welk Resort Properties (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 FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) 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 Soleil Communications, Inc. dba Welk Resorts outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Promotion of Welk Resorts Properties (product/service); LL #29, CM #1, FFW #3 (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. 300 square feet of space located on Livestock Lane (LL #29).
  - b. 100 square feet of space located on Country Meadows (CM #1).
  - c. 150 square feet of space located on Family Fair Way (FFW #3).
2. To provide:
  - a. One (1) 30'x10' square foot canopy for space located on Livestock Lane (LL #29).
  - b. One (1) 10'x10' square foot canopy for space located on Country Meadows (CM #1).
  - c. One (1) 30'x5' square foot canopy for space located on Family Fair Way (FFW #3).
3. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (30 total photo credentials).
4. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (138 total working credentials).
5. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (30 total hang tags).
6. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
7. To provide one hundred (100) 2014 OC Fair Admission Tickets (for business development).
8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
9. To provide link to Renter website on applicable section of the OC Fair website.
10. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
11. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
12. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Soleil Communications, Inc.  
 dba Welk Resorts  
 2851 Camino del Rio South, Suite #300  
 San Diego, CA 92108

32<sup>nd</sup> District Agricultural Association  
 88 Fair Drive  
 Costa Mesa, CA 92626

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Sam Ray, Senior Vice President  
 of Marketing

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Sharon Augenstein, Chief Financial Officer



REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15739  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Sunshine Kitchen Products** (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 #507, #506**
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.

**Sunshine Kitchen Products**  
**4195 Chino Hills Parkway, Suite #E-141**  
**Chino Hills, CA 91709**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Julie Motosko

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.**

**Sunshine Kitchen Products**

Location/Space:

Agreement No: **15739**

Date: March 24, 2015

**Carnival of Products #507**

Infinity Lights

**Carnival of Products #506**

Miracle Whisk



## EXHIBIT A

### AGREEMENT NO. 15739

#### Renter:

##### Sunshine Kitchen Products

Business License Number: N/A

Seller's Permit Number: 28-774525

Taxpayer ID Number: S.S. # Available

4195 Chino Hills Parkway, Suite #E-141

Chino Hills, CA 91709

(909) 393-0449

Julie Motosko, Owner

#### Space Description:

Carnival of Products – CP #507 (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:

Infinity Lights

#### 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 Sunshine Kitchen Products outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Infinity Lights (product/service); CP #507 (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 #507).
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 #507; 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 #507; 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 #507.
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.

Sunshine Kitchen Products  
4195 Chino Hills Parkway, Suite #E-141  
Chino Hills, CA 91709

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Julie Motosko, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15740  
DATE March 19, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**The Sleep Train, 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 #401, #402, #501, #502; FP #317, #318, #417, #418; CP #615, #715; FP #207, #307**
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.

Description	Size	Space Type	Charges
Carnival of Products	16' x 20'	Platinum Corner	\$32,000.00
Festival of Products	20' x 20'	Platinum Corner	\$40,000.00
Carnival of Products	16' x 10'	Platinum Corner	\$16,000.00
Festival of Products	20' x 10'	Platinum Corner	\$20,000.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment Schedule	Due Date	Amount
First Payment	4/30/2015	\$54,000.00
Final Payment	5/29/2015	\$54,000.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$108,000.00

### 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.

**The Sleep Train, Inc.**  
**2205 Plaza Drive, #200**  
**Rocklin, CA 95765**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Alex Weiss

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.**

**The Sleep Train, Inc.**

Location/Space: Carnival of Products #401, #402, #501, #502;  
Festival of Products #317, #318, #417, #418

Agreement No: **15740**

Date: March 19, 2015

**Mattresses:**

Tempurpedic

Simmons

Sealy

Serta

Bases

Frames

Linens

Pillows

Mattress and Pillow Protectors

Headboards

End Tables

Extended Warranties

Location/Space: Carnival of Products #615, #715

Festival of Products #207, #307

**Massage Chairs:**

Cozzia

Inada





## EXHIBIT A

### AGREEMENT NO. 15740

#### Renter:

**The Sleep Train, Inc.**

Business License Number: 9737

Seller's Permit Number: 28-782080

Taxpayer ID Number: [REDACTED]

2205 Plaza Drive, #200

Rocklin, CA 95765

(916) 742-1326

Alex Weiss, Chief Financial Officer

#### Space Description:

Carnival of Products – CP #401, #402, #501, #502 (16'x20')

Festival of Products – FP #317, #318, #417, #418 (20'x20')

Carnival of Products – CP #615, #715 (16'x10')

Festival of Products – FP #207, #307 (20'x10')

#### Space Fee:

\$108,000

**Term:** July 1, 2015 – August 18, 2015

#### Renter agrees that space(s) shall be used only for the purpose as follows:

Mattresses (Tempurpedic, Simmons, Sealy, Serta), Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, End Tables, Extended Warranties, Massage Chairs (Cozzia, Inada)

#### 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 ONE HUNDRED AND EIGHT THOUSAND DOLLARS (\$108,000.00) 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 The Sleep Train, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Mattresses as listed above, Bases, Frames, Linens, Pillows, Mattress and Pillow Protectors, Headboards, End Tables, Extended Warranties (product/service); CP #401, #402, #501, #502; FP #317, #318, #417, #418 (location)
      2. Massage Chairs as listed above (product/service); CP #615, #715; FP #207, #307 (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. 320 square feet of space located in Carnival of Products (CP #401, #402, #501, #502).
  - b. 400 square feet of space located in Festival of Products (FP #317, #318, #417, #418).
  - c. 160 square feet of space located in Carnival of Products (CP #615, #715).
  - d. 200 square feet of space located in Festival of Products (FP #207, #307).
2. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (40 total photo credentials).
3. To provide forty-six (46) 2015 OC Fair Working Credentials per booth for working staff (184 total working credentials).
4. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (40 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 #401, #402, #501, #502; FP #317, #318, #417, #418; CP #615, #715; FP #207, #307; 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 #401, #402, #501, #502; FP #317, #318, #417, #418; CP #615, #715; FP #207, #307; 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 #401, #402, #501, #502; FP #317, #318, #417, #418; CP #615, #715; FP #207, #307.
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.

The Sleep Train, Inc.  
2205 Plaza Drive, #200  
Rocklin, CA 95765

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Alex Weiss, Chief Financial Officer

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15742  
DATE March 10, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Thien Dinh Tran** (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 #17**
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 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.

**Thien Dinh Tran**  
**13521 Redbird Street**  
**Garden Grove, CA 92843**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Thien Dinh Tran**

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.**

**Thien Dinh Tran**

Location/Space: Parade of Products #17

Agreement No: **15742**

Date: March 10, 2015

Bamboo Pillows



## EXHIBIT A

### AGREEMENT NO. 15742

**Renter:**

**Thien Dinh Tran**

Business License Number: N/A

Seller's Permit Number: 100-350439

Taxpayer ID Number: S.S # Available

13521 Redbird Street

Garden Grove, CA 92843

(714) 651-1791

Thien Dinh Tran, Owner

**Space Description:**

Parade of Products – POP #17 (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:**

Bamboo Pillows

**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 Thien Dinh Tran outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Bamboo Pillows (product/service); POP #17 (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.
10. To abstain from promotion of **My Pillow®** brand name in any signage, customer interaction or any other communication platforms as determined by district staff.

**District Agrees:**

1. To provide 150 square feet of space located in Parade of Products (POP #17).
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 #17; 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 #17; 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 #17.
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.

Thien Dinh Tran  
13521 Redbird Street  
Garden Grove, CA 92843

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Thien Dinh Tran, Owner

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15743  
DATE April 17, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**T-Mobile 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 #45**
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.

Description	Size	Space Type	Charges
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:

Payment Schedule	Due Date	Amount
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, a Delaware Limited Partnership 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.

**T-Mobile USA, Inc.**  
**3 MacArthur Place, Suite #1000**  
**Santa Ana, CA 92707**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: Anne Lowery

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.**

**T-Mobile USA, Inc.**

Location/Space: Parade of Products #45

Agreement No: **15743**

Date: April 17, 2015

**Wireless Phones and Services:**

T-Mobile

Samsung

Apple

LG

HTC

Nokia

Alcatel



## EXHIBIT A

### AGREEMENT NO. 15743

**Renter:**

**T-Mobile USA, Inc.**

Business License Number: N/A

Seller's Permit Number: 102-295831

Taxpayer ID Number: [REDACTED]

3 MacArthur Place, Suite #1000

Santa Ana, CA 92707

(310) 383-1316

Anne Lowery, Senior Marketing Manager

**Space Description:**

Parade of Products – POP #45 (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:**

Wireless Phones and Services (T-Mobile, Samsung, Apple, LG, HTC, Nokia, Alcatel)

**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 T-Mobile USA, Inc. outside of designated space(s).
    - i. To only sell the following services/products at the location(s) indicated below.
      1. Wireless Phones and Services (T-Mobile, Samsung, Apple, LG, HTC, Nokia, Alcatel) (product/service); POP #45 (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 and following the 2015 OC Fair.

**District Agrees:**

1. To provide 150 square feet of space located in Parade of Products (POP #45).
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 #45; 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 #45; 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 #45.
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. To gain pre-approval from Renter for use of Renter's marks and logos. Except as authorized by Renter, no other use of Renter's marks or logos is authorized. Renter and its licensors retain all rights, title and interest in its marks and logos.

T-Mobile USA, Inc.  
3 MacArthur Place, Suite #1000  
Santa Ana, CA 92707

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Anne Lowery, Senior Marketing Manager

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Sharon Augenstein, Chief Financial Officer

REVIEWED \_\_\_\_\_  
APPROVED \_\_\_\_\_

AGREEMENT NO. 15746  
DATE March 24, 2015

## PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and  
**Wyndham Vacation Ownership, 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 #9; FFW #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
Family Fair Way	20' x 10'	Platinum Space	\$20,000.00

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	\$17,500.00
Final Payment	5/29/2015	\$17,500.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$35,000.00

### 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.

**Wyndham Vacation Ownership, Inc.**  
**8427 South Park Circle, Suite #500**  
**Orlando, FL 32819**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_  
Title: **Kerry Corriveau**

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.**

**Wyndham Vacation Ownership, Inc.**

Location/Space: Parade of Products #9; Family Fair Way #8

Agreement No: **15746**

Date: March 24, 2015

Wyndham Vacation Resorts

**Lead Generating Only**



## EXHIBIT A

### AGREEMENT NO. 15746

**Renter:**

**Wyndham Vacation Ownership, Inc.**

Business License Number: N/A

Seller's Permit Number: N/A

Taxpayer ID Number: [REDACTED]

8427 South Park Circle, Suite #500

Orlando, FL 32819

(702) 324-0366

Kerry Corriveau, Senior Vice President

**Space Description:**

Parade of Products – POP #9 (10'x15')

Family Fair Way – FFW #8 (20'x10')

**Space Fee:**

\$35,000

**Term:** July 1, 2015 – August 18, 2015

**Renter agrees that space(s) shall be used only for the purpose as follows:**

Wyndham Vacation Resorts (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 THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) 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 Wyndham Vacation Ownership, Inc. outside of designated space(s).
    - i. Staff members may promote up to but no further than five (5) feet in front of designated space(s).
    - ii. To provide lead generation only for the following services/products at the location(s) indicated below.
      1. Wyndham Vacation Resorts (product/service); POP #9, FFW #8 (locations)
  - 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. 150 square feet of space located in Parade of Products (POP #9).
  - b. 200 square feet of space located on Family Fair Way (FFW #8).
- 2. To provide one (1) 20'x10' square foot canopy for the space located on Family Fair Way (FFW #8).
- 3. To provide ten (10) 2015 OC Fair Photo Credentials per booth for working staff (20 total photo credentials).
- 4. To provide forty-six (46) OC Fair Working Credentials per booth for working staff (92 total working credentials).
- 5. To provide ten (10) 2015 OC Fair Parking Hang Tags per booth for working staff (20 total hang tags).
- 6. To provide one (1) 2015 OC Fair F Lot Parking Hang Tag.
- 7. To provide one hundred (100) 2015 OC Fair Admission Tickets (for business development).
- 8. To provide twenty (20) Pacific Amphitheatre Concert Series Tickets (maximum of ten [10] performances); Terrace Level (pre-order deadlines & availability apply).
- 9. To provide one (1) 36" round, branded floor decal to display in front of booth(s) POP #9; decal to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
- 10. To provide one (1) 4'x2' branded sign to display over booth(s) POP #9; signage to be designed, produced and installed by the OC Fair – logo to be provided by Renter.
- 11. To provide access to one (1) complimentary Wi-Fi connection or DSL line for staff use at booth(s) POP #9.
- 12. To provide link to Renter website on applicable section of the OC Fair website.
- 13. To provide dedicated Platinum Partner link (pending production deadlines) in applicable OC Fair eBlast email(s) sent to more than 200,000 subscribers.
- 14. To provide recognition on the Platinum Partner slide(s) shown on the Pacific Amphitheatre Jumbo Screen prior to each concert.
- 15. To provide recognition (pending production deadlines) in the Platinum Partner advertisement located in the Shopping Guide.

Wyndham Vacation Ownership, Inc.  
8427 South Park Circle, Suite #500  
Orlando, FL 32819

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

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Kerry Corriveau, Senior Vice President

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Sharon Augenstein, Chief Financial Officer



## **Board of Directors Agenda Report**

**MEETING DATE:** APRIL 23, 2015 **ITEM NUMBER:** 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** April 17, 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:** APRIL 23, 2015 **ITEM NUMBER:** 9B

**SUBJECT:** Discussion of the OC Fair Neighborhood Ambassador Program

**DATE:** April 17, 2015

**FROM:** Kathy Kramer, Chief Executive Officer

**PRESENTATION BY:** Kathy Kramer, Chief Executive Officer

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

OCFEC has developed the Neighborhood Ambassador Program with the objective of providing a presence in the Mesa Del Mar and College Park neighborhoods throughout the 2015 OC Fair. Ambassadors will roam the neighborhoods during Fair hours to interact with the neighbors, respond to Fair-related littering and be a resource for CMPD related to vandalism and parking issues. CMPD will be contacted by staff regarding any observed criminal activity or parking violations.

Each uniformed Ambassador team will be issued a mobile phone to receive calls from the Neighborhood Hotline and to communicate directly with OCFEC management and CMPD. Additionally, each team will be issued a two-way radio to communicate directly with OCFEC Operations Base. Electronic vehicles which will be compliant with California Vehicle Code regulations will be provided to each team for the performance of their duties.

Staff has scheduled a community meeting on Tuesday, April 28 at 6:30 p.m. to introduce the program to the neighborhood.



## **Board of Directors Agenda Report**

MEETING DATE: APRIL 23, 2015 ITEM NUMBER: 9C

**SUBJECT:** Review and Approve Policy Regulating Use of Drones at OC FEC

**DATE:** April 17, 2015

**FROM:** Sharon Augenstein, Chief Financial Officer

**PRESENTATION BY:** Sharon Augenstein, Chief Financial Officer

---

### **RECOMMENDATION**

Approve proposed policy to regulate the use of remotely controlled devices.

### **BACKGROUND**

In November 2014, Staff presented information regarding Remote Controlled Devices and facilitated a discussion among the Board as to the need for a policy to control their use.

At the request of the Board Chair, staff has prepared the following recommendation for a policy.

OC FEC bans the use of all remotely controlled devices such as aircraft, cars, etc.

- No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OC FEC property at any time without the express written consent of the OC Fair & Event or the proper law enforcement authority.
- This procedure includes, but is not limited to unmanned aircraft systems, radio controlled model aircraft, other devices that can be operated in airspace and remote controlled cars/ground vehicles.
- Possession or operation of such remotely controlled aircraft or ground vehicle devices without prior written consent will result in the confiscation of all related materials, removal from OC FEC property, and/or a response from law enforcement authority.

- OCFEC will notify the Federal Aviation Administration and/or the Joint Terrorism Task Force (JTTF), and/ or any other law enforcement authority deemed necessary of any incidents involving airborne aircraft or any other unauthorized remote controlled ground based vehicles.
- Events requiring the use of any such prohibited items listed above must receive a prior written notification of approval from OCFEC or the proper law enforcement authority. Any and all entities requesting to utilize a remotely controlled device must sign the appropriate documentation prior to bringing any such equipment on to, above or below OCFEC property.



## **Board of Directors Agenda Report**

**MEETING DATE:** APRIL 23, 2014 **ITEM NUMBER:** 9D

**SUBJECT:** Review and Approve Articles of Incorporation and Bylaws for Veterans Foundation

**DATE:** April 16, 2015

**FROM:** Michele Richards, Chief Business Development Officer

**PRESENTATION BY:** Roger Grable, Manatt, Phelps and Phillips

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### **RECOMMENDATION**

At the Board's discretion.

### **BACKGROUND**

At the March 26, 2015 meeting, the OCFEC Board of Directors approved the creation of a 501(c)3 non-profit foundation for the purpose of supporting Heroes Hall, a year-round educational exhibit dedicated honoring Orange County veterans which is currently in development at the OC Fair & Event Center.

The Board previously approved funds for Manatt, Phelps and Phillips to draft foundation documents, including Articles of Incorporation and Bylaws (see attached).

Roger Grable of Manatt, Phelps and Phillips, general counsel to the OCFEC, will review the draft documents with the Board of Directors and seek approval on the following:

- Name for the 501(c)3 non-profit foundation
- Purpose of the foundation
- Authorization for Manatt, Phelps and Phillips to serve as the incorporator of the foundation
- Appointment of a nominating committee to select foundation Board members

# ARTICLES OF INCORPORATION

OF

**[OCFEC FOUNDATION]**

**A California Nonprofit Public Benefit Corporation**

I.

The name of this Corporation is **[OCFEC FOUNDATION]** (hereinafter the “Corporation”).

II.

The initial street and mailing address of the Corporation is 88 Fair Drive, Costa Mesa, CA 92626.

III.

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

IV.

The Corporation is organized and shall be operated exclusively for charitable purposes by raising funds for and assisting in the financing of the veterans memorial, Hero’s Hall, and by supporting activities for the benefit, or to carry out the purposes, of the 32nd District Agricultural Association, an institution of the State of California, (the “Association”), a government unit of the State of California. If the Association ceases to be described in Internal Revenue Code Section 509(a)(1) and as a “governmental unit” under Internal Revenue Code Section 170(b)(1)(A)(v) and (c)(1), the Corporation shall be operated exclusively for the benefit, or to carry out the purposes, of one or more other governmental units as shall be selected by the Board of Directors of the Corporation. Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, without limitation thereon, to receive gifts, devises,

bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes. The sale of assets received as gifts, devises, bequests or contributions shall constitute a proper use or application under the preceding sentence.

V.

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3), or (b) to which contributions are deductible under Internal Revenue Code Sections 170(b), 170(c)(2), 2055(a)(2) or 2522(a).

VI.

The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person.

VII.

It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Internal Revenue Code Section 501(a) as an organization described in Internal Revenue Code Section 501(c)(3), and which is other than a private foundation by reason of being described in Internal Revenue Code Section 509(a)(3). These Articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly.

VIII.

No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.



IX.

The Corporation shall not have any members as defined in Section 5056 of the California Nonprofit Corporation Law. References to “members” are to the Board of Directors as provided in Section 5310 of the California Nonprofit Corporation Law. Each director shall be entitled to one vote. The method for electing directors shall be set forth in the Bylaws of the Corporation.

X.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed exclusively for charitable purposes to the Association, to be held or distributed by the Association exclusively for charitable purposes. If the Association is not then in existence, the assets of the Corporation shall be distributed to one or more organizations which are then described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) and whose charitable purposes are substantially similar to those of the Corporation, as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed by the Superior Court in the county in which the principal office of the Corporation is then located, exclusively for the aforesaid purposes of the Corporation to such organization(s) as are described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) as said Court shall determine.

XI.

The name and address in the State of California of the Corporation’s initial agent for service of process are:

Jeff C. Nguyen, Esq.  
c/o Manatt, Phelps & Phillips, LLP  
One Embarcadero Center, 30<sup>th</sup> Floor  
San Francisco, CA 94111

XII.

All references in these Articles to sections of the Internal Revenue Code shall be deemed to be references to the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any similar law subsequently enacted. All references in these

Articles to sections of the California Revenue and Taxation Code shall be deemed to be references to said Code and to the corresponding provisions of any similar law subsequently enacted.

Dated: \_\_\_\_\_, 2015.

**INCORPORATOR**

**The 32nd District Agricultural Association,  
an institution of the State of California**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BYLAWS  
OF  
[OCFEC FOUNDATION]**

**A California Nonprofit Public Benefit Corporation**

**Adopted by the Board of Directors  
as of \_\_\_\_\_, 2015**

## TABLE OF CONTENTS

	Page
ARTICLE 1 NAME, OFFICE AND PURPOSE.....	1
Section 1.1. Name .....	1
Section 1.2. Principal Office .....	1
Section 1.3. Purpose.....	1
ARTICLE 2 NONPARTISAN ACTIVITIES .....	1
Section 2.1. No Partisan Activities .....	1
Section 2.2. No Activities Not in Furtherance of Exempt Purposes.....	2
ARTICLE 3 DEDICATION OF ASSETS .....	2
Section 3.1. Dedication of Assets .....	2
Section 3.2. Assets Distributed on Liquidation .....	2
ARTICLE 4 BOARD OF DIRECTORS .....	2
Section 4.1. General Powers .....	2
Section 4.2. Number and Tenure .....	2
Section 4.3. Vacancies .....	3
Section 4.4. Place of Meetings.....	3
Section 4.5. Regular Meetings .....	3
Section 4.6. Special Meetings.....	3
Section 4.7. Notice of Meetings.....	3
Section 4.8. Waiver of Notice .....	4
Section 4.9. Quorum .....	4
Section 4.10. Manner of Acting.....	4
Section 4.11. Action Without a Meeting .....	4
Section 4.12. Participation in Meetings by Means of Other Than Physical Attendance .....	5
Section 4.13. Compensation .....	5
Section 4.14. Loans to Directors and Officers.....	5
Section 4.15. No Interest in Assets .....	5
Section 4.16. Non-Liability of Directors .....	5
Section 4.17. Restrictions on Directors.....	5

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 5 OFFICERS .....	6
Section 5.1. Officers .....	6
Section 5.2. Election and Term of Office .....	6
Section 5.3. Removal .....	6
Section 5.4. Resignation .....	6
Section 5.5. President.....	6
Section 5.6. Secretary .....	6
Section 5.7. Treasurer .....	7
ARTICLE 6 COMMITTEES.....	7
Section 6.1. Board Committees .....	7
Section 6.2. Delegation of Authority to Board Committees.....	7
Section 6.3. Advisory Committees .....	7
Section 6.4. Audit Committee.....	7
Section 6.5. Meetings and Action of Committees .....	7
ARTICLE 7 INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER CORPORATE AGENTS .....	8
Section 7.1. Indemnification Permitted .....	8
Section 7.2. Purchase of Insurance .....	8
ARTICLE 8 MISCELLANEOUS PROVISIONS.....	8
Section 8.1. Maintenance of Corporate Records .....	8
Section 8.2. Inspection Rights .....	8
Section 8.3. Annual Statement of Specific Transactions to Directors .....	9
Section 8.4. Annual Report.....	9
ARTICLE 9 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS .....	10
Section 9.1. Execution of Instruments .....	10
Section 9.2. Checks and Notes.....	10
Section 9.3. Deposits.....	10
Section 9.4. Gifts.....	10
ARTICLE 10 CONSTRUCTION AND DEFINITIONS .....	10
Section 10.1. Construction.....	10

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 11 AMENDMENTS TO BYLAWS .....	11
Section 11.1.    Approval of Amendments.....	11
Section 11.2.    Copy of Proposed Amendments to Association & Directors .....	11

DRAFT

**BYLAWS**  
**of**  
**[OCFEC FOUNDATION]**  
**A California Nonprofit Public Benefit Corporation**

ARTICLE 1  
NAME, OFFICE AND PURPOSE

Section 1.1. Name. The name of this Corporation is and shall be [OCFEC FOUNDATION] (hereinafter, the "Corporation").

Section 1.2. Principal Office. The principal office of the Corporation shall be located at 88 Fair Drive, Costa Mesa, CA 92626. The principal office and additional offices may be located in such other places as may be determined from time to time by the Board of Directors of the Corporation (hereinafter, the "Board").

Section 1.3. Purpose.

(a) The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), by raising funds for and assisting in the financing of the veterans memorial, Hero's Hall, and by supporting activities for the benefit, or to carry out the purposes, of the 32nd District Agricultural Association, an institution of the State of California, (the "Association"), a government unit of the State of California. If the Association ceases to be described in Internal Revenue Code Section 509(a)(1) and as a "governmental unit" under Internal Revenue Code Section 170(b)(1)(A)(v) and (c)(1), the Corporation shall be operated exclusively for the benefit, or to carry out the purposes, of one or more other governmental units as shall be selected by the Board of Directors of the Corporation.

(b) Solely for the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the State of California upon nonprofit corporations, including, without limitation thereon, to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes. The sale of assets received as gifts, devises, bequests or contributions shall constitute a proper use or application under the preceding sentence.

ARTICLE 2  
NONPARTISAN ACTIVITIES

Section 2.1. No Partisan Activities. This Corporation has been formed under the Nonprofit Public Benefit Corporation Law for the purposes described in Section 1.3 above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of this Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation

shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

Section 2.2. No Activities Not in Furtherance of Exempt Purposes. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Section 1.3 above.

### ARTICLE 3 DEDICATION OF ASSETS

Section 3.1. Dedication of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director or officer thereof or to the benefit of any private person.

Section 3.2. Assets Distributed on Liquidation. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed exclusively for charitable purposes to Association, to be held or distributed by the Association for charitable purposes. If the Association is not then in existence, the assets of the Corporation shall be distributed to one or more organizations which are then described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) and whose charitable purposes are substantially similar to those of the Corporation, as determined by the Board of Directors of the Corporation. Any of such assets not so distributed shall be distributed by the Superior Court in the county in which the principal office of the Corporation is then located, exclusively for the aforesaid purposes of the Corporation to such organization(s) as are described in Internal Revenue Code Sections 501(c)(3) and 509(a)(1) or (a)(2) as said Court shall determine.

### ARTICLE 4 BOARD OF DIRECTORS

Section 4.1. General Powers. Subject to the limitations of these Bylaws, the Articles of Incorporation of the Corporation, and the laws of the State of California, the affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

Section 4.2. Number and Tenure.

(a) The Corporation shall have **five (5)** directors, all of whom shall be appointed by OCFEC. A copy of the Articles of Incorporation and Bylaws of the Corporation, and any amendments thereto, shall be delivered to each new director upon taking office.

(b) Each director shall serve for a two (2) year term, and shall hold office until the annual meeting of the Board held at the expiration of such term or until a successor shall have been elected. A director may serve for consecutive terms without limitation.



#### Section 4.3. Vacancies.

(a) Events Causing Vacancy. A vacancy or vacancies shall be deemed to exist on the Board on the occurrence of any of the following: (i) the death, resignation, or removal of any director; (ii) the declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under the California Nonprofit Public Benefit Corporation Law; or (iii) the increase of the authorized number of directors.

(b) Resignations. Any director may resign, which resignation shall be effective on giving written notice to the President, the Secretary, or the Board of the Corporation, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future time, a successor may be appointed by Association to take office as of the date when the resignation becomes effective. The Board may accept a resignation prior to filling that vacancy with a successor. No director may resign where the Corporation would then be left without a duly appointed director or directors in charge of its affairs, except upon notice to the California Attorney General.

(c) Removal. Any director may be removed, with or without cause, by OCFEC.

(d) Filling Vacancies. Any vacancy occurring on the Board shall be filled by the individual appointed by Association. A director appointed to fill a vacancy shall hold office for the unexpired term of his or her predecessor in office or until his or her earlier death, resignation or removal from office.

Section 4.4. Place of Meetings. Meetings of the Board shall be held at the principal office of the Corporation unless otherwise provided by the Board or at such place within California that has been designated from time to time by resolution of the Board. In the absence of such designation, any meeting not held at the principal office shall be valid only if held on the written consent of all directors, given either before or after the meeting and filed with the Secretary of the Corporation or after all directors have been given written notice of the meeting as hereinafter provided for special meetings of the Board.

Section 4.5. Regular Meetings. Regular meetings of the Board shall be held at least once a year, at any place designated from time to time by resolution of the Board.

Section 4.6. Special Meetings. Special meetings of the Board may be called by or at the request of the President, the Secretary or any two (2) directors. Unless approved by the President for an alternative location, the place of special meetings will be the principal office of the Corporation.

Section 4.7. Notice of Meetings. Annual and regular meetings of the Board may be held without notice. Subject to waiver of notice as provided in Section 4.8 of these Bylaws, notice of the time and place of special meetings shall be given to each director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage prepaid; (c) by telephone, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) by telegram,

charges prepaid; or (e) by electronic mail. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Corporation. Notices sent by first-class mail shall be deposited in the United States mails at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or electronic mail shall be delivered, telephoned, or given to the telegraph company at least forty eight (48) hours before the time set for the meeting. Notice of meetings not herein dispensed with shall state the day and hour of the meeting, and the place if the place is other than the principal office of the Corporation. Notice need not specify the purpose of the meeting.

Section 4.8. [Waiver of Notice](#). The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that, either before or after the meeting, each director not present signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 4.9. [Quorum](#).

(a) A majority of the directors holding office at any point in time shall constitute a quorum. Unless otherwise provided herein, the directors may continue to transact business during a meeting at which a quorum is initially present, notwithstanding the withdrawal of directors, if any action is approved by at least a majority of the required quorum for that meeting. No business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which may be entertained at such meeting is a motion to adjourn.

(b) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than twenty four (24) hours. If the original meeting is adjourned for more than twenty four (24) hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

Section 4.10. [Manner of Acting](#). Action by the Board shall be by a majority of the directors present at a meeting duly held at which a quorum is present unless a greater number is required by these Bylaws or otherwise required by law.

Section 4.11. [Action Without a Meeting](#). Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, shall consent in writing in advance to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 4.12. [Participation in Meetings by Means of Other Than Physical Attendance](#). Any meeting of the Board, regular or special, may be held by:

(a) conference telephone or electronic video screen communication, so long as all directors participating in such meeting can hear one another; or

(b) electronic transmission by and to the Corporation (other than conference telephone and electronic video screen communication) so long as both of the following apply:

(i) all directors participating in such meeting can communicate with one another concurrently; and

(ii) each director participating in such meeting is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken.

Section 4.13. [Compensation](#). Directors shall not receive compensation for their services as members of the Board. Nothing herein shall be construed to preclude any director from receiving reimbursement for reasonable expenses, as may be fixed or determined by resolution of the Board.

Section 4.14. [Loans to Directors and Officers](#). The Corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer.

Section 4.15. [No Interest in Assets](#). No director shall possess any property right in or to the property of the Corporation. In the event the Corporation owns or holds any property upon its dissolution and winding up, after paying or adequately providing for its debts and obligations, the directors shall dispose of the remaining property in accordance with the provisions of the Articles of Incorporation of the Corporation and these Bylaws.

Section 4.16. [Non-Liability of Directors](#). Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 4.17. [Restrictions on Directors](#).

(a) Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons as defined in Section 5227 of the California Nonprofit Public Benefit Corporation Law.

(b) Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be disqualified persons as defined in Code Section 4946; provided, however, a person shall not be considered a disqualified person solely by virtue of serving as a foundation manager, as defined in Code Section 4946(b).

## ARTICLE 5

### OFFICERS

Section 5.1. Officers. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as may be elected to offices created by the Board. Officers shall have powers and duties as specified herein and as may be additionally prescribed by the Board. One person may hold two or more offices, except neither the Secretary nor the Treasurer may serve concurrently as the President, and no officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged, or verified by two or more officers. The Board (or a committee of the Board) shall review the compensation, including benefits, if any, of the President or Chief Executive Officer and Treasurer or Chief Financial Officer, as applicable, as and when required by state or federal law.

Section 5.2. Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of any officer shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled, and vacancies may be filled, at any meeting of the Board. Each officer shall hold office until a successor shall have been elected, unless otherwise removed.

Section 5.3. Removal. Subject to the rights, if any, of an officer under any contract of employment, any officer elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Corporation would be served thereby.

Section 5.4. Resignation. Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 5.5. President. The President shall, if present, preside at all meetings of the Corporation. The President shall have general supervision, direction and control of the business of the Corporation. The President shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 5.6. Secretary. The Secretary shall be responsible for the mailing of notices and for the proper recording of proceedings of meetings of the Corporation. The Secretary shall maintain all official records of the Corporation. The Secretary shall automatically become Treasurer if there is a vacancy in that office, if the Treasurer is unable to perform his or her duties, or if the Corporation has not elected a new Treasurer.

Section 5.7. [Treasurer.](#)

(a) The Treasurer shall be responsible for the Corporation's funds and financial records. The Treasurer shall collect and report, or supervise collection and reporting, of all income and expenditures, shall establish proper accounting procedures for the handling of the Corporation's funds, and shall be responsible for the keeping of the funds in such banks as approved by the Board, and shall keep and maintain adequate and correct accounts of the Corporation's properties and business transactions. The Treasurer shall report on the financial condition of the Corporation at meetings of the Board and at other times when called upon by the President.

(b) At the end of each fiscal year, the Treasurer shall prepare, or cause to be prepared, an annual report which shall, if required by the Board, be reviewed by a certified public accountant. At the expiration of the Treasurer's term of office, or upon removal, the Treasurer shall immediately deliver over to the person designated by the President all books, money and other property in his or her charge.

(c) The Treasurer shall prepare and file, or cause to be prepared and filed, income tax and other returns required by State and Federal authorities.

ARTICLE 6  
[COMMITTEES](#)

Section 6.1. [Board Committees.](#) The Board may create an executive committee and such other Board committees as from time to time may be required. Each committee shall consist of at least two (2) members, all of whom shall be directors of the Corporation.

Section 6.2. [Delegation of Authority to Board Committees.](#) The Board may delegate to any committees which consist solely of directors any of the authority of the Board, other than that reserved to the Board under California Corporations Code Section 5212.

Section 6.3. [Advisory Committees.](#) The Board may establish one or more advisory committees to the Board. The members of any advisory committee may consist of directors and non-directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the Corporation, but shall be restricted to making recommendations to the Board or Board committees, and implementing Board or Board committee decisions and policies under the supervision and control of the Board or Board committee.

Section 6.4. [Audit Committee.](#) The Board shall establish an audit committee, either as a Board committee or an advisory committee, as and when required by Government Code Section 12586(e).

Section 6.5. [Meetings and Action of Committees.](#) Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board and its members, except

that the time for regular meetings of committees and the calling of special meetings of committees may be set either by resolution of the Board or, if none, by resolution of the committee. The Board may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws. Each committee created by the Board shall serve at the pleasure of the Board, and shall be subject to the control and direction of the Board. Each such committee shall act by not less than a majority of the whole authorized number of its members.

## ARTICLE 7

### INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER CORPORATE AGENTS

Section 7.1. Indemnification Permitted. The Corporation, to the extent allowed by applicable state and federal law, shall indemnify and hold harmless its officers, directors, agents and employees from and against any and all claims, actions, proceedings, whether threatened, pending or completed, brought by reason of their respective position with or relationships to the Corporation, including, without limitation, all reasonable attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article 7.

Section 7.2. Purchase of Insurance. The Corporation, to the extent permitted by applicable state and federal law, may purchase and maintain directors' and officers' liability insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

Section 8.1. Maintenance of Corporate Records. The Corporation shall keep at the principal office of the Corporation:

- (a) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (b) Written minutes of the proceedings of its Board and committees of the Board; and
- (c) A copy of the Corporation's Articles of Incorporation and these Bylaws as amended to date, which shall be open to inspection by the directors at all reasonable times during office hours.

Section 8.2. Inspection Rights. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation. The inspection may be made in person or by an attorney



or agent of the director. The right of inspection includes the right to copy and make extracts of documents. Any right of inspection extends to the records of any subsidiary of the Corporation.

Section 8.3. [Annual Statement of Specific Transactions to Directors](#). The Corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or any transaction in which the Corporation was a party, and in which any director or officer of the Corporation (a mere common directorship shall not be considered a material financial interest) had a direct or indirect material financial interest.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same person involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnification or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any director or officer.

Any statement required by this Section 8.3 shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

Section 8.4. [Annual Report](#). The Corporation shall mail or deliver to all directors an annual report within one hundred and twenty (120) days after the close of its fiscal year which shall contain the following information for the fiscal year:

- (a) The assets and liabilities, including trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The revenue or receipts of the Corporation, both restricted and unrestricted to particular purposes; and
- (d) The expenses or disbursement of the Corporation for both general and specific purpose.

The annual report shall be accompanied by any report on it of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation, that such statements were prepared without audit from the Corporation's books and records.

ARTICLE 9  
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 9.1. Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 9.2. Checks and Notes. All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board; provided that, any such instrument for an amount in excess of **Ten Thousand Dollars (\$10,000)** shall require the signatures of two (2) persons so authorized by the Board. The Board may, from time to time by resolution, change the monetary threshold above which said instruments require two (2) signatures.

Section 9.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 9.4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable purposes of the Corporation.

ARTICLE 10  
CONSTRUCTION AND DEFINITIONS

Section 10.1. Construction. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.



ARTICLE 11  
AMENDMENTS TO BYLAWS & ARTICLES OF INCORPORATION

Section 11.1. Approval of Amendments. New bylaws may be adopted, or these Bylaws or the Corporation's Articles of Incorporation may be amended or repealed, by an affirmative vote of a majority of the Board; provided that no amendment shall be valid without Association's prior written consent if such an amendment would have the effect of removing Association as the supported organization of the Corporation or eliminating or derogating in any way (a) Association's power to appoint or remove any director of the Corporation or (b) Association's right to receive assets of the Corporation upon its dissolution or winding up.

Section 11.2. Copy of Proposed Amendments to Association & Directors. A copy of the proposed amendment to the Bylaws or the Corporation's Articles of Incorporation or new bylaws shall be included in the notice of meeting given to each director at which the amendment(s) are to be considered, and a copy of the same shall be provided to Association prior to such meeting.

## CERTIFICATE

I, \_\_\_\_\_, hereby certify:

That I am the duly elected and acting Secretary of [OCFEC FOUNDATION], a California nonprofit public benefit corporation; and

That the foregoing Bylaws, consisting of eleven (11) pages, including this one, constitute the Bylaws of said Corporation, as duly adopted by the Board of Directors by unanimous consent effective as of \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Name, Secretary