



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

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Thursday, June 25, 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

32nd DAA Counsel
Deborah Fletcher
Office of the California Attorney General

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

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

AGENDA

1. **CALL TO ORDER**

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

2. **THE MISSION OF OC FEC 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 May 28, 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-103-15PA; SA-118-15FT; SA-119-15FT; SA-120-15FT; SA-121-15FT; SA-122-15PA; SA-123-15PA; SA-124-15AS; SA-125-15YR; SA-126-15FT; SA-127-15PA; SA-128-15CS; SA-129-15PA; SA-130-15PA; SA-131-15PA; SA-132-15PA; SA-133-15FT; SA-134-15FT; SA-135-15GE;

SA-136-15GE; SA-137-15GE; SA-138-15GE; SA-139-15FT; SA-140-15FT;
SA-141-15PA; SA-142-15FT; SA-143-15PA; SA-144-15FT; SA-145-15FT;
SA-146-15PA; SA-147-15PA; SA-148-15SP; SA-149-15SP; SA-150-15SP;
SA-151-15SP; SA-152-15SP; SA-153-15PA; SA-154-15PA; SA-155-15PA;
SA-156-15PA; SA-157-15PA; SA-158-15PA; SA-159-15PA; SA-160-15FT;
SA-164-15FT; SA-165-15FT; SA-166-15FT; SA-167-15FT; SA-168-15FT;
SA-169-15FT; SA-170-15FT; SA-171-15FT

- B. Amendments: SA-108-15FT (Amend. #1); SA-182-10SP (Amend. #2)
- C. Interagency Agreements: none.
- D. Letters of Understanding: none.
- E. Rental Agreements: R-102-15; R-105-15; R-112-15; R-114-15; R-115-15; R-121-15;
R-122-15; R-125-15; R-127-15; FT-062-15; FT-063-15; FT-064-15
- F. Active Joint Powers Authority Agreements: none.
- G. Commercial Rental Agreements: 15251; 15252; 15253; 15254; 15255
- H. Concession Rental Agreements: 15528
- I. Platinum Rental Agreements: 15707
- J. Judging Agreements: CA-016-15; CA-019-15; CA-020-15; CA-022-15; CA-023-15;
CA-026-15; CA-028-15; CA-029-15; CA-030-15; CA-031-15; CA-032-15; CA-033-15;
EX-001-15; EX-002-15; EX-003-15; EX-004-15; EX-005-15; GF-001-15; GF-002-15;
GF-003-15; GF-004-15; GF-005-15; GF-006-15; GF-007-15; GF-009-15; GF-010-15;
GF-011-15; GF-012-15; GF-013-15; HA-001-15; HA-002-15; HA-003-15; HA-004-15;
HA-005-15; HA-006-15; HA-007-15; HA-008-15; HA-009-15; HA-010-15; HA-011-15;
HA-012-15; HA-013-15; HA-014-15; HA-015-15; HA-016-15; HA-017-15; HA-018-15;
HA-019-15; HA-020-15; HBL-001-15; VA-001-15; VA-002-15; VA-004-15; VA-005-15;
VA-006-15; VA-007-15; VA-008-15; VA-009-15; VA-010-15; VA-011-15; VA-012-15;
VA-014-15; VA-015-15; VA-016-15; VA-017-15; VA-018-15; VA-019-15; VA-020-15;
VA-021-15; VA-022-15; VA-023-15; VA-025-15; VA-026-15
- K. Correspondence
Communications to the Board from the public in response to Board discussion or to
comments made before the Board are to be listed on the meeting agenda and
included in the Board materials as an item of public disclosure.
 - i. none.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

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

- i. Centennial Farm Foundation Board (Vice Chair Mouet)
- ii. Heroes Hall Foundation Board (Director Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Vice Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Director Berardino, Chair Aitken)
- v. 2015 OC Fair City Liaison Committee (Director La Belle, Director Nguyen)
- vi. Veterans Memorial Task Force (Director Berardino, Director La Belle)
- 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)
- xi. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)

B. Discussion of Board Ticketing Policy (Policy 4.8.5.E)

Action Item

C. Discussion of Appointees to the Heroes Hall Veterans Foundation Board of Directors

Action Item

D. Review of Board of Directors All Access Policy

Information Item

E. Review and Approve Heroes Hall Architectural Design and CEQA Determination

Action Item

10. CLOSED SESSION (Closed to the Public)

A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]

- i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation.
- ii. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, there is significant exposure to litigation against the 32nd District Agricultural Association.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: AUGUST 27, 2015

13. ADJOURNMENT

Respectfully submitted,

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

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

Date of notice: 4:00 p.m. June 15, 2015



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

Statement of Cash Flows

As of May 31, 2015, OCFEC's cash on hand is \$28,866,295, an increase of \$46,964 during 2015. Operating activities have resulted in a net cash inflow of \$2,588,308 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,541,344 to date.

Balance Sheet

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

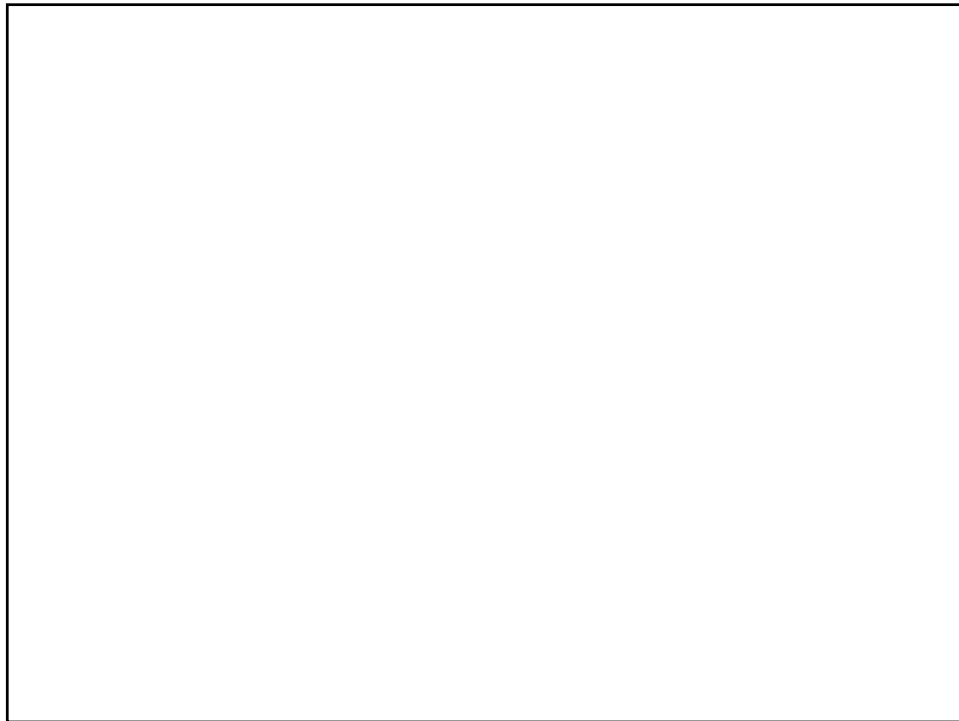
Income Statement

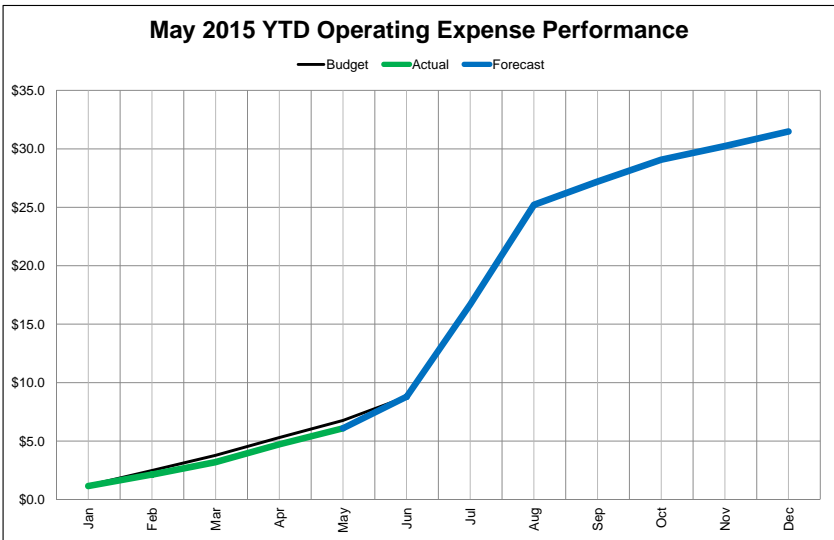
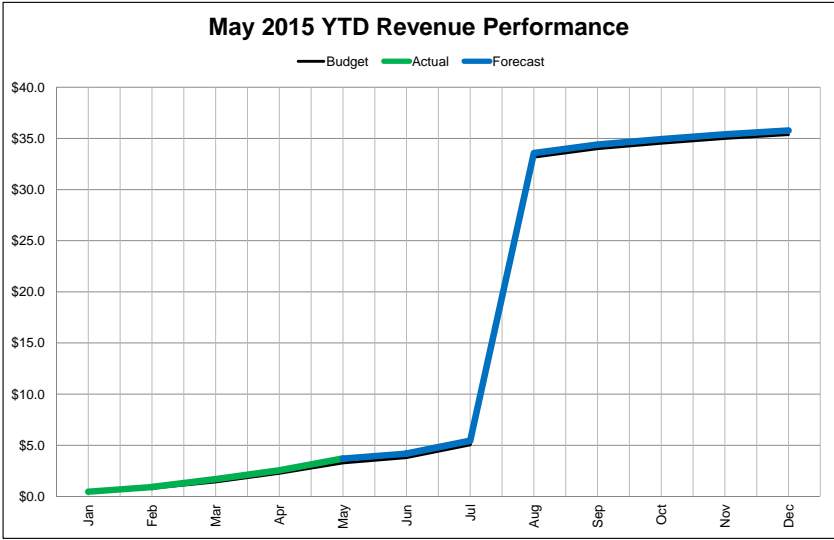
May 2015 year-to-date expenses exceed revenues by \$3,523,434, which is favorable to the budgeted net proceeds of (\$5,016,961) by \$1,493,527. Excluding performance under Major Projects, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date is favorable to budget by \$1,086,410.

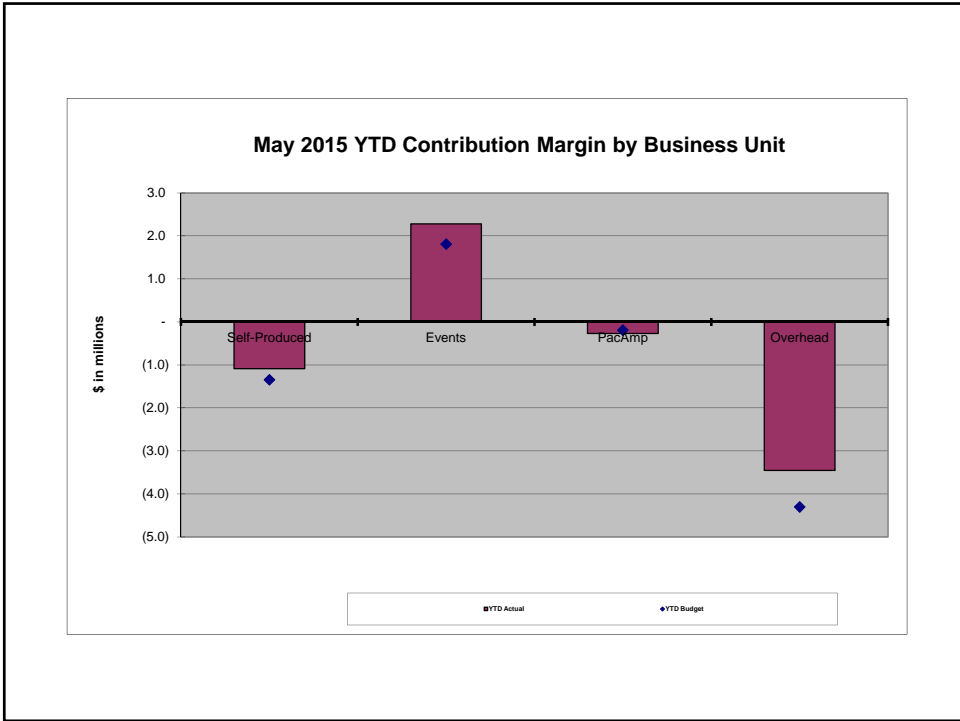
Total year-to-date revenues of \$3,699,921 are favorable to budget by \$427,644 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$303K.

Total year-to-date operating expenses of \$6,087,216 are favorable to budget by \$678,551. 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 \$625K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$170K primarily due to timing of Marketing account and media services budgeted for the 2015 OC Fair. Insurance Expense of \$234K is over budget primarily due to rescheduling the required payment for annual general liability insurance to January from July, when payment has historically been made and budgeted.

32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of May 31, 2015

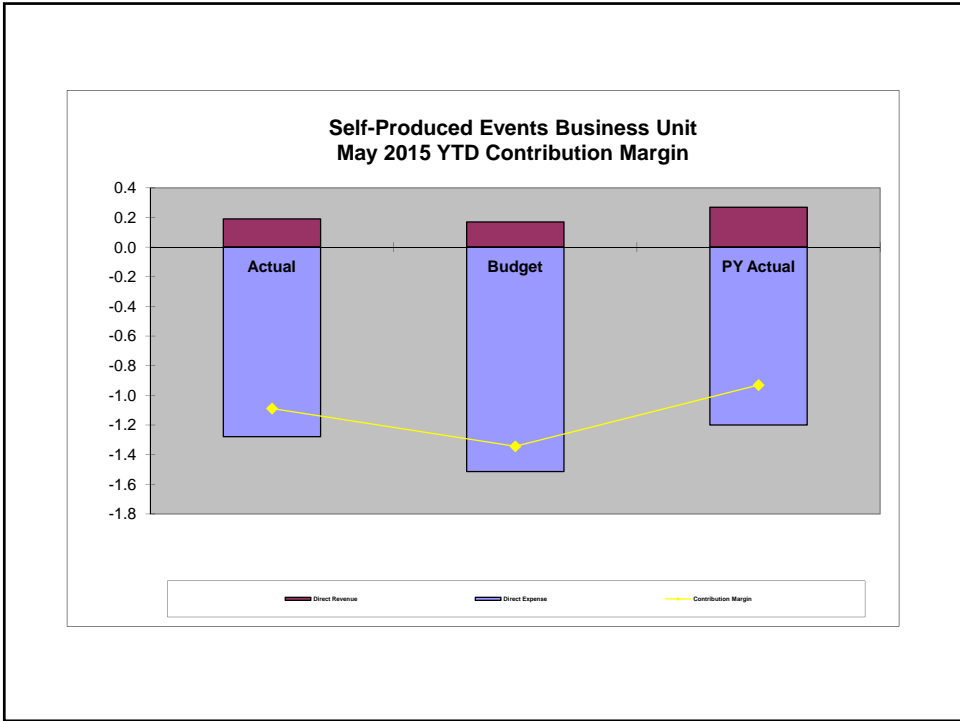






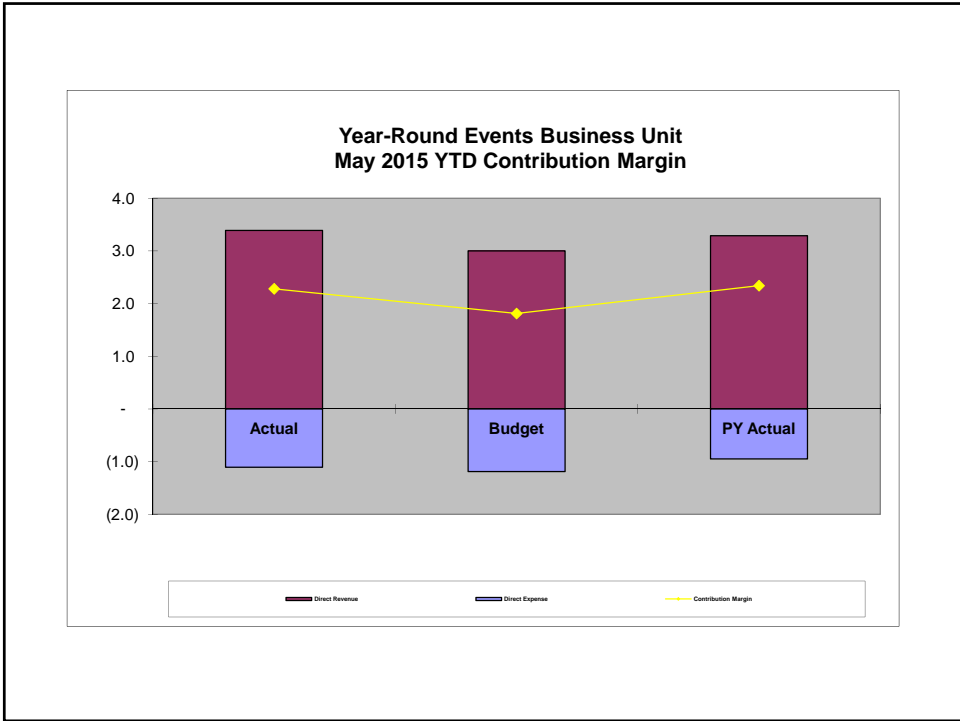
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of May, 2015**

	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	(1.1)	(1.3)	(0.9)	10.0
Events Business Unit	2.3	1.8	2.3	3.5
Pacific Amphitheatre Business Unit	(0.3)	(0.2)	(0.2)	1.1
Total Business Unit Contribution Margin	0.9	0.3	1.2	14.5
Net Overhead Expense (Cash)	(3.5)	(4.3)	(3.2)	(11.2)
Net Cash Provided (Used) Subtotal	(2.5)	(4.0)	(2.0)	3.4
Major Projects	(0.1)	(0.5)	(0.0)	(0.5)
Capital Expenditures	(2.5)	(2.5)	(3.7)	(3.7)
Balance Sheet Changes	5.1	5.1	3.9	3.9
Net Increase (Decrease) in Cash	(0.1)	(4.5)	(1.9)	2.8



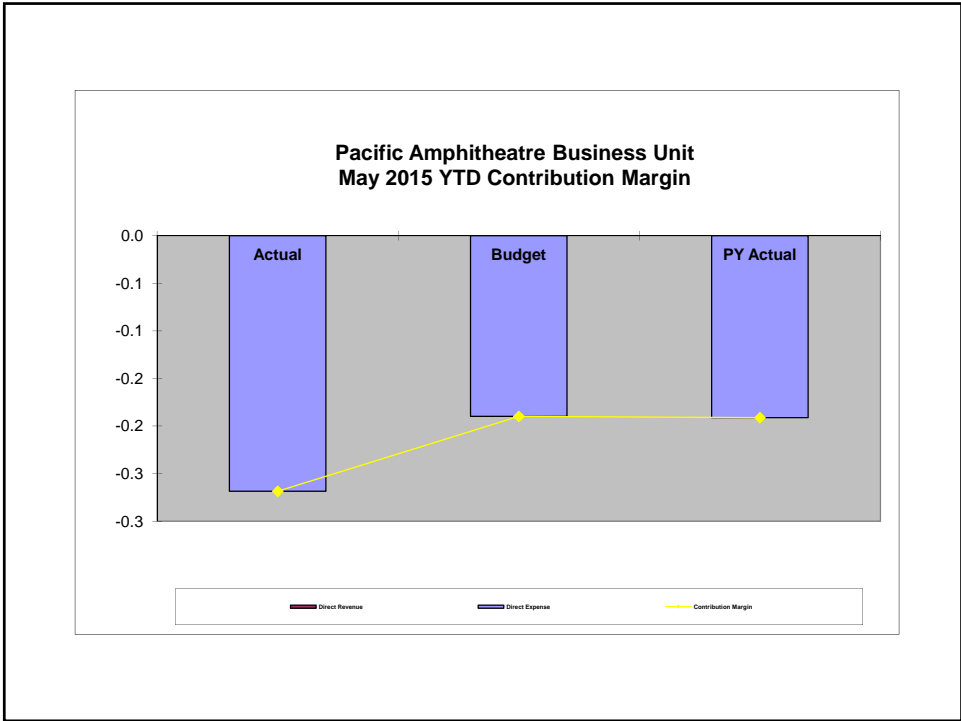
**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of May, 2015**

	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	0.2	0.2	0.3	1.0
Total Direct Revenue	0.2	0.2	0.3	22.9
Payroll/Related	0.8	0.9	0.8	4.3
Outside Services	0.2	0.3	0.1	2.1
Marketing/Related	0.1	0.1	0.1	1.2
Supplies/Equipment/Rentals	0.1	0.2	0.1	2.6
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.0	0.0	1.6
Total Direct Expense	1.3	1.5	1.2	12.9
Contribution to Overhead and CapEx	(\$1.1)	(\$1.3)	(\$0.9)	\$10.0



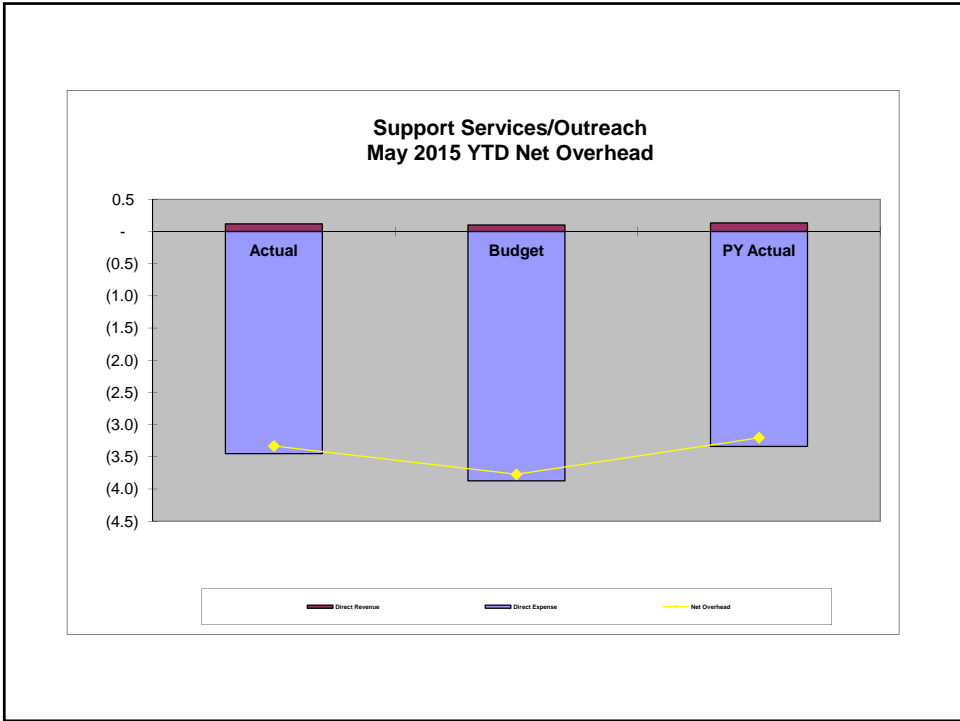
Year-Round Events Business Unit Contribution Margin Statement Year to Date as of May, 2015

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$1.3	\$1.2	\$1.4	\$2.8
Personnel Services	0.5	0.4	0.4	0.8
Concessions	0.4	0.4	0.4	0.7
Equipment Rentals	0.3	0.2	0.3	0.5
Admissions/Parking	0.9	0.8	0.8	1.3
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	3.4	3.0	3.3	6.2
Payroll/Related	0.7	0.8	0.7	2.0
Outside Services	0.1	0.1	0.1	0.2
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.2	0.2	0.1	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	1.1	1.2	0.9	2.8
Contribution to Overhead and CapEx	\$2.3	\$1.8	\$2.3	\$3.5



Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of May, 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	0.1	0.1	0.5
Marketing/Related	0.1	0.1	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	0.3	0.2	0.2	4.9
Contribution to Overhead and CapEx	(\$0.3)	(\$0.2)	(\$0.2)	\$1.1



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of May, 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	\$0.1	\$0.1
Total Revenue	\$0.1	\$0.1	\$0.1	\$0.3
Payroll/Related	\$2.3	\$2.9	\$2.3	\$7.5
Facility/Related	\$0.5	\$0.5	\$0.5	\$1.9
Supplies/Telephone/Postage	\$0.2	\$0.2	\$0.2	\$0.6
Outside Services	\$0.1	\$0.2	\$0.3	\$0.4
Insurance	\$0.2	\$0.0	\$0.0	\$0.3
Other Expense	\$0.0	\$0.1	\$0.1	\$0.2
Total Expense	\$3.5	\$3.9	\$3.3	\$10.9
Net Overhead	(\$3.3)	(\$3.8)	(\$3.2)	(\$10.6)
Major Projects	\$0.1	\$0.5	\$0.0	\$0.5
Non-Cash Expenses:				
Depreciation Expense	\$1.0	\$1.0	\$1.2	\$2.4
Total Non-Cash Expense	\$1.0	\$1.0	\$1.2	\$2.4

Note: Includes education/outreach program expenditures of \$457K

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of May, 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
Revenues								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 9,149,000
Commercial Space Rental Revenue	3,140	4,000	(860)	-21.5%	3,535	(395)	-11.2%	1,444,000
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	9,434,000
Exhibits Revenue	64,507	50,000	14,507	29.0%	55,392	9,115	16.5%	91,000
Attractions Revenue	-	100	(100)	-100.0%	79	(79)	-100.0%	3,886,300
Miscellaneous Revenue	105,150	104,000	1,150	1.1%	201,750	(96,600)	-47.9%	4,774,000
Total OCFEC-Produced Event Revenue	172,797	158,100	14,697	9.3%	260,755	(87,959)	-33.7%	28,778,300
Facility Rental Revenue	1,284,757	1,189,535	95,222	8.0%	1,400,631	(115,874)	-8.3%	2,771,534
Other Event Revenue	2,124,846	1,822,300	302,546	16.6%	1,898,045	226,800	11.9%	3,432,700
Equestrian Center Revenue	44,509	45,278	(769)	-1.7%	45,277	(769)	-1.7%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	36,523	32,665	3,858	11.8%	31,724	4,799	15.1%	109,415
Total Rental Revenue	3,490,636	3,089,778	400,858	13.0%	3,375,679	114,957	3.4%	6,413,649
Interest Earnings	31,357	24,399	6,958	28.5%	24,399	6,958	28.5%	63,000
Grants	5,104	-	5,104	N/A	32,500	(27,396)	-84.3%	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	28	-	28	N/A	-	28	N/A	112,500
Prior Year Revenue	-	-	-	N/A	-	-	N/A	-
Total Non-Operating Revenue	36,488	24,399	12,089	49.5%	56,899	(20,411)	-35.9%	175,500
Total Revenue	\$ 3,699,921	\$ 3,272,277	\$ 427,644	13.1%	\$ 3,693,333	\$ 6,588	0.2%	\$ 35,367,449
Expenses								
Payroll and Related Expense	\$ 3,901,481	\$ 4,526,733	\$ 625,252	13.8%	\$ 3,726,042	\$ (175,439)	-4.7%	\$ 14,008,769
Professional Services Expense	531,670	701,765	170,095	24.2%	537,987	6,317	1.2%	3,246,653
Directors Expense	3,023	5,650	2,627	46.5%	2,382	(642)	-26.9%	11,600
Insurance Expense	234,297	779	(233,518)	-29976.6%	779	(233,518)	-29976.6%	297,850
Telephone & Postage Expense	55,446	41,322	(14,124)	-34.2%	40,702	(14,744)	-36.2%	129,866
Supplies and Equipment Expense	371,670	433,422	61,752	14.2%	388,498	16,828	4.3%	3,632,573
Facility and Related Expense	684,800	728,305	43,505	6.0%	627,507	(57,293)	-9.1%	3,352,915
Publicity & Related Expense	221,672	220,373	(1,299)	-0.6%	251,743	30,071	11.9%	1,664,665
Attractions Expense	16,900	17,000	100	0.6%	7,800	(9,100)	-116.7%	4,238,584
Other Self-Prod Event Expense	1,931	-	(1,931)	N/A	1,888	(43)	-2.3%	256,083
Premium Expense	10,407	9,891	(516)	-5.2%	6,250	(4,157)	-66.5%	121,245
Other Operating Expense	53,917	80,527	26,610	33.0%	48,022	(5,896)	-12.3%	515,410
Total Operating Expense	6,087,216	6,765,767	678,551	10.0%	5,639,600	(447,616)	-7.9%	31,476,213
Depreciation Expense	995,471	995,471	-	0.0%	1,240,503	245,032	19.8%	2,389,130
Major Projects	120,883	528,000	407,117	77.1%	40,289	(80,594)	-200.0%	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	19,785	-	(19,785)	N/A	38,185	18,400	N/A	-
Total Non-Operating Expense	1,136,139	1,523,471	387,332	25.4%	1,318,977	182,837	13.9%	2,917,130
Total Expense	\$ 7,223,355	\$ 8,289,238	\$ 1,065,883	35.5%	\$ 6,958,576	\$ (264,779)	5.9%	\$ 34,393,343
Net Proceeds	\$ (3,523,434)	\$ (5,016,961)	\$ 1,493,527	29.8%	\$ (3,265,243)	\$ (258,191)	-7.9%	\$ 974,106

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

	<u>2015</u>	<u>2014</u>
Assets		
Cash	\$ 989,729	\$ 1,195,180
Investments	27,876,566	24,458,301
Accounts Receivable	2,011,438	1,875,592
Reserve for Bad Debt	(11,850)	(29,614)
Prepaid Assets	-	-
Current Assets	<u>30,865,882</u>	<u>27,499,459</u>
Deferred Expenses	359,273	-
Capital Projects in Process	14,775,936	8,690,891
Land	133,553	133,553
Buildings and Improvements	32,047,069	33,916,207
Equipment	380,962	364,514
Long Term Assets	<u>47,696,795</u>	<u>43,105,165</u>
Total Assets	<u>\$ 78,562,677</u>	<u>\$ 70,604,625</u>
Liabilities		
Accounts Payable	\$ 509,006	\$ 661,390
Deferred Revenue	6,993,770	5,758,029
Other Payroll Deductions	321,873	296,862
Deposits	32,050	30,000
Other Liabilities	-	-
Short Term Liabilities	<u>7,856,699</u>	<u>6,746,281</u>
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
Long Term Liabilities	<u>962,269</u>	<u>1,007,530</u>
Total Liabilities	<u>8,818,968</u>	<u>7,753,812</u>
Resources		
Investment in Capital Assets	\$ 47,337,522	\$ 43,105,165
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	25,099,299	22,167,971
Net Resources - Auction Fund	20,981	26,459
	<u>73,267,142</u>	<u>66,116,056</u>
Net Proceeds from Operations	(3,523,434)	(3,265,243)
Total Resources	<u>69,743,709</u>	<u>62,850,813</u>
Total Liabilities and Net Resources	<u>\$ 78,562,677</u>	<u>\$ 70,604,625</u>

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

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

Net Proceeds	(\$3,523,434)
---------------------	----------------------

Non-Cash Expenses:

Depreciation Expense	995,471
----------------------	---------

Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	(1,401,308)
(Incr) Decr in Other Assets	(340,474)
Incr (Decr) in Accounts Payable	116,871
Incr (Decr) in Other Accrued Liabilities	6,741,182
Subtotal	5,116,271

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

2,588,308

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(2,541,344)

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

(2,541,344)

Net Increase (Decrease) in Cash	\$46,964
--	-----------------

Cash at Beginning of Year	28,819,331
---------------------------	------------

Cash at End of Period	\$28,866,295
------------------------------	---------------------

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
May, 2015

<u>Description</u>	<u>2015 Budget</u>	<u>2015 Spent</u>	<u>2015 Remaining</u>
Buildings and Improvements			
Pac Amp Renovation	4,400,000	2,140,459	2,259,541
West End Facility Electrical	0	95,082	(95,082)
AG Memorial	111,000	49,000	62,000
Livestock Lane: Electrical Upgrade	0	9,356	(9,356)
Parking: Signage	0	(6,609)	6,609
Arena: Rest Room Trailer Remodel	25,000	0	25,000
ASA: Asphalt Repair & Replace	60,000	10,755	49,245
ASA: Re-Roof & Structure Repair	210,000	0	210,000
Bldg 15: Floor Replacement	18,000	13,971	4,029
Campground: Electrical Infrastructure	9,000	8,072	928
Century Barn Replacement	180,000	0	180,000
EQC: Replace Horseshoer Roof	20,000	16,528	3,472
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	68,501	19,499
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	9,881	20,119
Arlington Rest Room Trailer Removal	10,000	13,266	(3,266)
Exterior Rest Room Countertop Replacement	22,000	9,237	12,763
Solar Cart Parking - Charging Station	25,000	11,415	13,585
Total Buildings and Improvements	8,621,000	2,466,723	6,154,277
Carnival Improvements			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	0	50,000
Lot G: Asphalt Repair/Replace/Slurry	250,000	0	250,000
Lot I/A: Tree Line Improvement	220,000	0	220,000
Interior Ground Seal	170,000	0	170,000
Carnival Water Line	0	10,990	(10,990)
Total Carnival Improvements	780,000	10,990	769,010
Equipment			
Compressor: Towable/Portable	18,000	0	18,000
Event Ops: Cart	7,000	0	7,000
Exhibit Equipment	20,000	33,418	(13,418)
Parking: Utility Truck	30,000	22,659	7,341
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	7,555	1,445
Total Equipment	251,000	63,632	187,368
Total Capital Expenditures	9,652,000	2,541,344	7,110,656
Major Projects			
Organizational Needs Assessment	0	1,988	(1,988)
Landscape: Perimeter Irrigation System	0	2,900	(2,900)
ASA: Painting	180,000	0	180,000
Baja Blues: Paint Exterior	30,000	9,100	20,900
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	10,578	1,422
S&S: Digital Hand Radios	84,000	0	84,000
S&S: Parking Lot K-Rails	80,000	31,515	48,485
Utility Cart Bodies	40,000	0	40,000
Ticket Booths: Blinds	0	11,224	(11,224)
Maint: (10) 3 yrd Dumpsters	0	18,776	(18,776)
Ergonomic Desk Chairs	0	9,331	(9,331)
Total Major Projects	528,000	120,883	407,117
Total Capital Expenditures & Major Projects	10,180,000	2,662,227	7,517,773

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

Check No.	Date	Vendor Name	Amount
76499	05/07/15	Association of State CA Supervisors	72.00
76500	05/07/15	American Express	721.84
76501	05/07/15	AT&T	31.38
76502	05/07/15	Betty Hart	54.95
76503	05/07/15	Bill Young Productions, Inc.	450.00
76504	05/07/15	Cart Mart, Inc.	789.91
76505	05/07/15	California Fair Services Authority	22.00
76506	05/07/15	City of Costa Mesa	1,048.06
76507	05/07/15	CCS Orange County Janitorial, Inc.	8,015.40
76508	05/07/15	Department of General Services	3,375.45
76509	05/07/15	Department of Justice	510.00
76510	05/07/15	Evy Young	18.25
76511	05/07/15	Fisher & Phillips, LLP	145.00
76512	05/07/15	Home Builders Council	309.75
76513	05/07/15	IUOE, Craft/Maint. Division	1,350.00
76514	05/07/15	Joan Hamill	408.21
76515	05/07/15	Kaiser Permanente	38,235.56
76516	05/07/15	Lopez Works, Inc.	3,770.00
76517	05/07/15	Mesa Water District	13,211.80
76518	05/07/15	nQativ Solutions	3,000.00
76519	05/07/15	Tierney Publishing dba Parenting OC	840.00
76520	05/07/15	OC Science & Engineering Fair	212.00
76521	05/07/15	Oh! Snap Studios	3,500.00
76522	05/07/15	On Trend Apparel, Inc.	8,560.00
76523	05/07/15	Pam Highwart	41.88
76524	05/07/15	CA Public Employees Retirement System	48,815.05
76525	05/07/15	Pinnacle Petroleum, Inc.	1,468.28
76526	05/07/15	Red Wing Hatchery	187.90
76527	05/07/15	SEIU Local 1000 CA State Employees Asso.	1,870.36
76528	05/07/15	Sunset Promotional Services	286.59
76529	05/07/15	The Gas Company	21.73
76530	05/07/15	Ticketmaster LLC	10,000.00
76531	05/07/15	Vital Link	446.25
76532	05/07/15	Nursery Growers Association	210.00
76533	05/07/15	California Fair Services Authority	1,675.85
76534	05/08/15	AT&T	5,804.10
76535	05/13/15	A & H Refrigeration, Inc.	759.12
76536	05/13/15	VOID	-
76537	05/13/15	ANDesign Lab	100.00
76538	05/13/15	Angels Booster Club	100.00
76539	05/13/15	VOID	-
76540	05/13/15	AT&T	1,305.96
76541	05/13/15	AWI Builders, Inc.	378,079.00
76542	05/13/15	Blind Children's Learning Center	100.00

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

Check No.	Date	Vendor Name	Amount
76543	05/13/15	Boyd & Associates, Inc.	1,456.50
76544	05/13/15	BSA - Newport Sea Base	100.00
76545	05/13/15	Byer Geotechnical, Inc.	600.00
76546	05/13/15	California Homeschool Network	100.00
76547	05/13/15	Candice Nunez	100.00
76548	05/13/15	Caroline Glynn	100.00
76549	05/13/15	California Fairs Financing Authority	78,419.34
76550	05/13/15	California Fair Services Authority	24,859.25
76551	05/13/15	California Fair Services Authority	462.00
76552	05/13/15	Circle Painting	55.00
76553	05/13/15	City of Laguna Hills	100.00
76554	05/13/15	CCS Orange County Janitorial, Inc.	642.40
76555	05/13/15	CR&A Custom, Inc.	1,011.75
76556	05/13/15	DeltaCare USA	686.88
76557	05/13/15	Delta Dental Plan Of California	4,393.63
76558	05/13/15	Department Of Human Resources	331.50
76559	05/13/15	Dewey's Transfer Service Inc.	513.00
76560	05/13/15	Dr. Riba's Health Club, Inc.	100.00
76561	05/13/15	Edugroup, Inc. - CMS Education	100.00
76562	05/13/15	Edward Leon	750.00
76563	05/13/15	Environmental Nature Center	100.00
76564	05/13/15	ExplorOcean	100.00
76565	05/13/15	Franchise Tax Board	1.98
76566	05/13/15	Gibran Stout	100.00
76567	05/13/15	Girls Inc. of Orange County	100.00
76568	05/13/15	Haitbrink Asphalt Paving, Inc.	10,755.00
76569	05/13/15	Heritage Museum of Orange County	100.00
76570	05/13/15	Hoag Memorial Hospital Presbyterian	100.00
76571	05/13/15	HomeSchool Association Of California	100.00
76572	05/13/15	Janet Koepke	100.00
76573	05/13/15	Jerry Liu & Associates	2,130.00
76574	05/13/15	Job's Daughters Of CA	100.00
76575	05/13/15	Kamil Hazel	100.00
76576	05/13/15	Karen Bjurman	100.00
76577	05/13/15	KROQ - FM	2,805.00
76578	05/13/15	KSWD	2,125.00
76579	05/13/15	KYSR FM	2,975.00
76580	05/13/15	Lisa Sexton	6,996.75
76581	05/13/15	Madly Making Orange	100.00
76582	05/13/15	Margaret Conde	100.00
76583	05/13/15	Mountain And Sea Adventures	100.00
76584	05/13/15	Gravity Technologies Inc.	745.00
76585	05/13/15	NLCC, VAMMEN	100.00
76586	05/13/15	North OC Community College Dist.	100.00

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

Check No.	Date	Vendor Name	Amount
76587	05/13/15	Orange County Deaf Advocacy Center	100.00
76588	05/13/15	OC Fine Arts	100.00
76589	05/13/15	Orange Coast Musical Arts	100.00
76590	05/13/15	Orange County Head Start Inc.	100.00
76591	05/13/15	OUI Connect LLC	100.00
76592	05/13/15	Ovations FanFare, LP	376.78
76593	05/13/15	Painting Proficient, Inc.	9,100.00
76594	05/13/15	Peter Chang	100.00
76595	05/13/15	PGA Foundation	100.00
76596	05/13/15	Pinnacle Petroleum, Inc.	873.66
76597	05/13/15	Pretend City Children's Museum	100.00
76598	05/13/15	Recess Revolution	100.00
76599	05/13/15	RK Diversified Entertainment, Inc.	3,800.00
76600	05/13/15	Rock n' Roll Camp 4 Girls, OC	100.00
76601	05/13/15	Zano Productions	375.00
76602	05/13/15	Safeguard Health Plans	37.62
76603	05/13/15	Southern California Edison	3,802.94
76604	05/13/15	Sound Media Fusion, LLC	10,500.00
76605	05/13/15	State Disbursement Unit	331.00
76606	05/13/15	The Energy Coalition	100.00
76607	05/13/15	The Gas Company	389.34
76608	05/13/15	The Gratitude Garden Preschool	100.00
76609	05/13/15	The Open School	100.00
76610	05/13/15	Orange County Vector Control District	100.00
76611	05/13/15	Yamaha Golf Cars of CA	7,554.60
76612	05/15/15	Anaheim Community Foundation	100.00
76613	05/15/15	Arts & Learning Conservatory	100.00
76614	05/18/15	Ricardo Mendoza	22,000.00
76615	05/21/15	A & H Refrigeration, Inc.	759.00
76616	05/21/15	Aquatic Service, Inc.	195.00
76617	05/21/15	AT&T	35.14
76618	05/21/15	Brothers of Industry, LLC	18,703.89
76619	05/21/15	BurrellesLuce	242.54
76620	05/21/15	Cathy Glasgow	116.40
76621	05/21/15	California Fair Services Authority	270.00
76622	05/21/15	Christian Hackett	800.00
76623	05/21/15	Cindy Laursen	40.00
76624	05/21/15	CCS Orange County Janitorial, Inc.	9,913.40
76625	05/21/15	CR&R Inc.	7,906.80
76626	05/21/15	Employment Development Department	37,519.27
76627	05/21/15	Franchise Tax Board	250.00
76628	05/21/15	Haitbrink Asphalt Paving, Inc.	3,700.00
76629	05/21/15	Heider Engineering Services, Inc.	1,020.00
76630	05/21/15	KCAL-FM	1,275.00

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

Check No.	Date	Vendor Name	Amount
76631	05/21/15	KLOS Radio, Inc.	2,847.50
76632	05/21/15	Lopez Works, Inc.	24,402.71
76633	05/21/15	Manatt, Phelps & Phillips, LLP	15,531.34
76634	05/21/15	Medical and Safety Management, Inc.	960.00
76635	05/21/15	MHP Fabrication	756.00
76636	05/21/15	Michael Worthington	163.26
76637	05/21/15	OC Glazing, Inc.	515.00
76638	05/21/15	OC Marathon, The	6,322.75
76639	05/21/15	Ovations FanFare, LP	585.09
76640	05/21/15	Pacific Clippings	59.00
76641	05/21/15	Pinnacle Landscape Company	4,457.00
76642	05/21/15	PJL Enterprise Group	645.84
76643	05/21/15	Red Wing Hatchery	93.95
76644	05/21/15	Quijote Corporation dba Sensis	7,000.00
76645	05/21/15	Southern California Edison	6,720.91
76646	05/21/15	TalentWise, Inc.	2,260.00
76647	05/21/15	Tracy's Mobile Repair	1,245.46
76648	05/21/15	United Site Services Of America	2,138.33
76649	05/21/15	Verizon Wireless	2,450.44
76650	05/21/15	Vision Star Media	600.00
76651	05/27/15	Aquatic Service, Inc.	135.00
76652	05/27/15	AT&T	4,422.66
76653	05/27/15	AT&T	100.00
76654	05/27/15	Cart Mart, Inc.	1,439.42
76655	05/27/15	California Fairs Financing Authority	18,544.23
76656	05/27/15	California Fair Services Authority	31,515.00
76657	05/27/15	City of Costa Mesa	425.00
76658	05/27/15	CCS Orange County Janitorial, Inc.	865.62
76659	05/27/15	Department of General Services	856.88
76660	05/27/15	Edward Leon	168.75
76661	05/27/15	Gem Faire, Inc.	803.38
76662	05/27/15	Kelly Associates Management Group	787.50
76663	05/27/15	KFRG	2,125.00
76664	05/27/15	KLOS Radio, Inc.	2,847.50
76665	05/27/15	Line-X Protective Coatings	4,860.00
76666	05/27/15	Lisa Sexton	6,996.75
76667	05/27/15	Lucas Environmental	227.12
76668	05/27/15	Julie MacRae	107.41
76669	05/27/15	MBA Design & Display Products Corp	25,268.00
76670	05/27/15	Mesa Water District	18,199.60
76671	05/27/15	Mobile Modular Portable Storage	2,387.85
76672	05/27/15	Modular Space Corporation / Modspace	1,165.85
76673	05/27/15	Orange County Treasurer-Tax Collector	19,350.46
76674	05/27/15	Orange County Register - Advertising	8,800.00

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

Check No.	Date	Vendor Name	Amount
76675	05/27/15	Ovations FanFare, LP	217.29
76676	05/27/15	Red Tricycle, Inc.	3,850.00
76677	05/27/15	Rees Floor Covering	6,864.00
76678	05/27/15	Ricoh Americas Corporation	3,610.44
76679	05/27/15	RK Diversified Entertainment, Inc.	2,000.00
76680	05/27/15	Quijote Corporation dba Sensis	5,999.81
76681	05/27/15	Southern California Edison	47,137.53
76682	05/27/15	Conversant, Inc.	3,852.49
76683	05/29/15	United Scottish Society	95,228.97
Total May 2015 AP Checks			1,229,340.08

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

Reference No.	Date	Vendor Name	Amount
E050415-1	05/04/15	Global Payments WiFi - 3304	37.81
E050415-10	05/04/15	Signapay PacAmp Sales - 1608	0.54
E050415-2	05/04/15	Authorize.net Gateway - WiFi	33.05
E050415-3	05/04/15	Authorize.net Gateway - ESS	29.95
E050415-4	05/04/15	Global Payments ESS - 4284	27.95
E050415-5	05/04/15	Global Payments Visual Arts - 3277	20.95
E050415-6	05/04/15	Signapay Carnival - 3185	10.00
E050415-7	05/04/15	Signapay PacAmp Merch - 5003	10.00
E050415-8	05/04/15	Signapay JLA - 6845	369.90
E050415-9	05/04/15	Signapay Accounting - 0964	0.28
EP050415-1	05/04/15	Payroll Tax - Federal	56,264.32
EP050415-2	05/04/15	Payroll Tax - State	6,804.98
EQ3229039142	05/05/15	PayPal	59.95
E050515-1	05/05/15	AMEX Entries - 8152	19.04
E050515-2	05/05/15	AMEX JLA - 7773	443.44
E050515-3	05/05/15	AMEX TM - 5809	492.03
E050515-4	05/05/15	AMEX WiFi - 3435	0.65
E050515-5	05/05/15	CBB Exhibit Entries - 8888	246.18
E050515-6	05/05/15	Paymentech TM - 6990	38.62
E050615	05/06/15	Paymentech TM - 6990	330.19
E050815	05/08/15	Signapay Carnival - 3185	10.00
E051115	05/11/15	Paymentech TM - 6990	32.40
E051215	05/12/15	Paymentech TM - 6990	57.23
E051315	05/13/15	Paymentech TM - 6990	665.98
EP051315-1	05/13/15	Payroll Tax - Federal	83.88
EP051315-2	05/13/15	Payroll Tax - State	13.49
E49354582	05/15/15	Pitney Bowes Inc.	3,000.00
EP051815-1	05/18/15	Payroll Tax - Federal	60,074.69
EP051815-2	05/18/15	Payroll Tax - State	7,713.72
E051915	05/19/15	Paymentech TM - 6990	30.93
E14313237	05/19/15	CA Public Employees Retirement System	131,102.45
E052015-1	05/20/15	CBB Analysis Statement Fee	808.86
E052015-2	05/20/15	Paymentech TM - 6990	206.29
EP052015-1	05/20/15	Payroll Tax - Federal	1,079.73
EP052015-2	05/20/15	Payroll Tax - State	431.62
E052615	05/26/15	Paymentech TM - 6990	15.51
EP052615-1	05/26/15	Payroll Tax - Federal	122.49
EP052615-2	05/26/15	Payroll Tax - State	24.79
E052715	05/27/15	Paymentech TM - 6990	104.87
Ecf94d96b24	05/28/15	US Bank	133,142.55
E052815	05/28/15	Paymentech TM - 6990	2,299.33
E052915	05/29/15	Paymentech TM - 6990	11.71
Total May 2015 Electronic Payments			406,272.35

OC Fair & Event Center

Premium Checks

May 2015

Check No.	Date	Vendor Name	Amount
34406	05/13/15	Al Ledesma	10.00
34407	05/13/15	Alexis Tan	20.00
34408	05/13/15	Alyssa LoDuca	20.00
34409	05/13/15	Amy Chabroux	10.00
34410	05/13/15	Andrew Dillon	10.00
34411	05/13/15	Avery Yerkish	10.00
34412	05/13/15	Beyley Bernabe	10.00
34413	05/13/15	Brandon Vargas	10.00
34414	05/13/15	Brianna Dirkin	10.00
34415	05/13/15	Carolina Harrison	10.00
34416	05/13/15	Caroline Rader	10.00
34417	05/13/15	Carolyn Rhoades	50.00
34418	05/13/15	Casey Jones	10.00
34419	05/13/15	Chase Campos	10.00
34420	05/13/15	Chiara Ghidoli	10.00
34421	05/13/15	Christian Andrade	10.00
34422	05/13/15	Cici Do	10.00
34423	05/13/15	Dutch Nicholson	10.00
34424	05/13/15	Elizabeth Bravo-Ruiz	10.00
34425	05/13/15	Ethan Tran	10.00
34426	05/13/15	Gina Lamour	50.00
34427	05/13/15	Gina Ngo	20.00
34428	05/13/15	Isabella Park	10.00
34429	05/13/15	Isaiah Salcedo	10.00
34430	05/13/15	Itzel Leanes	10.00
34431	05/13/15	Jackie Lichter	10.00
34432	05/13/15	Jacob Cutter	10.00
34433	05/13/15	Jamie Kough	100.00
34434	05/13/15	Janae Raphael	50.00
34435	05/13/15	Jaqueline Loera	10.00
34436	05/13/15	Jennifer Baker	100.00
34437	05/13/15	Joseline Hernandez	10.00
34438	05/13/15	Julibeth Martinez	10.00
34439	05/13/15	Karen Gibbs	10.00
34440	05/13/15	Katherine Rutledge	10.00
34441	05/13/15	Kevin Nguyen	10.00
34442	05/13/15	Kristina Norton	10.00
34443	05/13/15	Laith Batarseh	10.00
34444	05/13/15	Llerilyn Magana	10.00
34445	05/13/15	MacKenzie Ortiz	10.00
34446	05/13/15	Margaret Fowler	50.00
34447	05/13/15	Maribel Reves	50.00
34448	05/13/15	Mary Lieblang	10.00
34449	05/13/15	Melody Chavez	10.00

OC Fair & Event Center

Premium Checks

May 2015

Check No.	Date	Vendor Name	Amount
34450	05/13/15	Mia Amatuzzo	10.00
34451	05/13/15	Nancy Rodriguez	50.00
34452	05/13/15	Nancy Roldan	10.00
34453	05/13/15	Sarafina Smith	10.00
34454	05/13/15	Seung Hee Yoo	10.00
34455	05/13/15	Sharon Horman	50.00
34456	05/13/15	Sophie Pyka	10.00
34457	05/13/15	Tessa Baker	10.00
34458	05/13/15	Tin Vu	10.00
34459	05/13/15	Todd Davenport	100.00
34460	05/13/15	Tricia Fairchild	50.00
Total May 2015 Premium Checks			\$1,170.00

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD MAY 28, 2015**

1. CALL TO ORDER:

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

2. MISSION STATEMENT:

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED:

None.

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; Dan Gaines, OCFEC Director of Entertainment; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Evy Young, Centennial Farm Supervisor; Gary Hardesty, Sound Media Fusion; Deborah Fletcher, Office of the Attorney General; Roger Grable, Manatt, Phelps & Phillips, LLP; Janet Taylor, stenographer; Reggie Mundekis; Theresa Sears; Beth Refakes; Jay Humphrey; Ryan Miller, OCMP; Juan Quintero, Ovations; Danika Wignall, Tandem; Lisa Sabo

5. CEO'S OPERATIONAL UPDATE

Chair Aitken introduced Deborah Fletcher from the Attorney General's Office. Fletcher then introduced Michael Cayaban from her office.

Kathy Kramer, OCFEC CEO, discussed the success of the year round events program and an exhibition of the OC Fair's Permanent Collection at John Wayne Airport.

She then announced that OCFEC had hired an environmental consultant to review Costa Mesa's Bioswale project and to review OCFEC's Master Plan.

Kramer discussed meetings with the Mesa Consolidated Water District and conservation efforts at the fairgrounds in particular regarding the Main Mall fountain, and the ice skating rink and Ice Museum planned for the 2015 OC Fair.

Doug Lofstrom, OCFEC, presented an update regarding the 2015 OC Fair Community Cattle Drive.

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

Director Berardino congratulated Hardesty and Lofstrom for their efforts on the Pacific Amphitheatre Phase II project.

6. PUBLIC COMMENT

Beth Refakes asked what action the Board had taken to rescind ABX4 22. She then expressed concern that there will not be enough sound monitoring in the various neighborhoods surrounding the fairgrounds, suggesting additional locations.

Director Berardino noted that his discussions with the Governor's office indicate that the clean up language for ABX4 22 will be inserted into a trailer bill with the next budget.

Reggie Mundekis spoke against the Costa Mesa Bioswale project as proposed due to safety concerns. She then spoke about year round sound monitoring and the need for regular reports regarding sound monitoring results. She then indicated that OCFEC was not in compliance with sound restrictions.

Director Tkaczyk asked Mundekis whether she had any documentation regarding violations of the sound standards by OCFEC.

Mundekis claimed that artists at Pacific Amphitheatre are not contractually bound by the sound restrictions and provided anecdotal information about the impact of sound in the surrounding neighborhood.

Director Berardino noted that the organization has done a great job with sound mitigation and used the cancellation of the monster truck event during the 2014 OC Fair as an example of OCFEC's proactive approach to concerns related to sound.

Mundekis admitted that OCFEC had done a great job regarding sound mitigation but wanted to keep the ball moving forward.

Jay Humphrey spoke positively about his experience in the previous cattle drive and expressed appreciation for the Board's work towards repealing ABX4 22. He then asked that the public be involved in sound testing at the Amphitheatre. He suggested that the neighborhood ambassadors be equipped to monitor sound while they were in the neighborhood.

7. MINUTES:

A. Board Meeting held April 23, 2015

Action Item

ACTION: Director Cervantes motioned and Director Ruiz seconded to review and approve the minutes from the Board meeting held April 23, 2015. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-064-15IO; SA-065-15GE; SA-066-15SP; SA-067-15GE; SA-068-15GE; SA-069-15GE; SA-070-15GE; SA-071-15GE; SA-072-15GE; SA-073-15AS; SA-074-15AS; SA-075-15HB; SA-076-15GE; SA-077-15HB; SA-078-15SP; SA-079-15GE; SA-080-15GE; SA-081-15GE; SA-082-15GE; SA-083-15GE; SA-084-15GE; SA-085-15FT; SA-086-15FT; SA-087-15FT; SA-088-15FT; SA-089-15GE; SA-090-15FT; SA-091-15FT; SA-092-15FT; SA-093-15FT; SA-094-15FT; SA-095-15FT; SA-096-15FT; SA-097-15FT; SA-098-15FT; SA-099-15GE; SA-100-15FT; SA-101-15FT; SA-102-15FT; SA-107-15FT; SA-108-15FT; SA-109-15CS; SA-111-15FT; SA-112-15FT; SA-116-15GE; SA-117-15GL

B. Amendments: SA-002-15IA (Amend. #1)

C. Interagency Agreements: none.

D. Letters of Understanding: none.

E. Rental Agreements: R-067-15; R-070-15; R-074-15; R-080-15; R-081-15; R-099-15; R-100-15; R-104-15; R-107-15; R-108-15; R-109-15; R-113-15; R-118-15; FT-062-15; FT-063-15; 15-IO-02;

15-IO-03; 15 IO FE-66; 15 IO FE-67

- F. Active Joint Powers Authority Agreements: none.
- G. Commercial Rental Agreements: 15086; 15120; 15174; 15187; 15246; 15247; 15248; 15249; 15250
- H. Concession Rental Agreements: IM-001-15; IM-002-15; IM-003-15; IM-004-15; IM-005-15; IM-006-15; IM-007-15; IM-008-15; IM-009-15; IM-010-15; IM-011-15; IM-012-15; IM-013-15; IM-014-15; IM-016-15; IM-017-15; IM-018-15; IM-019-15; IM-020-15; IM-021-15
- I. Platinum Rental Agreements: 15701; 15706; 15708; 15712; 15714; 15718; 15728; 15735; 15744; 15745
- J. Judging Agreements: LS-001-15; LS-002-15; LS-003-15; LS-004-15; LS-005-15; LS-006-15; LS-007-15; LS-008-15; LS-010-15; LS-012-15; LS-013-15; LS-014-15; LS-015-15; LS-017-15; LS-018-15; LS-019-15; LS-020-15; LS-021-15; LS-024-15; LS-025-15; LS-026-15; LS-028-15; LS-029-15
- K. Supplier Rental Agreements: 15661; 15662; 15663; 15664
- L. 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.

Michele Richards, OCFEC Chief Business Development Officer, asked that agreements SA-104-15PA, SA-105-15PA, SA-106-15PA, SA-110-15PA, SA-113-15PA, SA-114-15PA, and SA-115-15PA pulled from the Consent Calendar for consideration at a later meeting.

ACTION: Director La Belle motioned and Director Bagneris seconded to review and approve the Consent Calendar with SA-104-15PA, SA-105-15PA, SA-106-15PA, SA-110-15PA, SA-113-15PA, SA-114-15PA, and SA-115-15PA pulled for consideration at a later meeting. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Information Item

Richards on behalf of the Workers Memorial Task Force provided an update noting that there will be a soft opening of the memorial for Fair and a formal dedication scheduled around Labor Day.

Director Berardino suggested that the formal dedication be scheduled for Labor Day.

Chair Aitken then announced the formation of a Consumer Initiatives Task Force to look into any consumer issues on the property with the appointment of Director Tkaczyk and Director Bagneris.

B. Dissolution of the OCFEC Educational & Agricultural Foundation Task Force

Information Item

Chair Aitken noted the dissolution of the OCFEC Educational & Agricultural Foundation Task Force.

C. Discussion of Board of Directors All Access Policy

Action Item

Kramer presented the staff report and proposed policy.

Director Berardino noted that that during normal business hours Board members should contact the Executive Management Team, but contact Security during non-business hours.

Director Tkaczyk asked whether Board members would have the same credentials as in previous years.

Jeff Willson, Executive Assistant, answered yes.

ACTION: Director Cervantes motioned and Director Berardino seconded to approve the new All Access policy as recommended.

MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.

D. Approve “Plaza Pacifica” as the Name of the New Plaza
Action Item

Richards presented that staff report and the proposed name of the new plaza.

ACTION: Director Berardino motioned and Director Ruiz seconded to approve Plaza Pacifica as the new name of the plaza. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.**

E. Discussion of Appointees to the Heroes Hall Foundation Board of Directors
Action Item

Richards introduced the item and turned the discussion over to Director Berardino and Director La Belle.

Director Berardino thanked the Board of Directors for their support and proposed the appointment of Eric Spitz, OC Register; Aaron Reed, Aaron Reed & Associates; Lezlee Neebe, OCEA President; Doug La Belle, OCFEC Board of Directors, and Nick Berardino, OCFEC Board of Directors.

Director Berardino then noted the first fundraiser on July 19 and a \$25,000 donation from OCEA.

Director La Belle noted that they had reached out to a large cross section of the community and will continue to put names forward once they receive confirmation from the potential appointees.

The establishment by the Foundation of a post office box to use for a mailing address was decided.

ACTION: Director Cervantes motioned and Director Mouet seconded to approve the appointment of Director La Belle to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.**

ACTION: Director Ruiz motioned and Director Cervantes seconded to approve the appointment of Director Berardino to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Vice**

Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none.

ACTION: Director Berardino motioned and Director La Belle seconded to approve the appointment of Eric Spitz to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Berardino, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: Director Tkaczyk. ABSTENTIONS: Director Bagneris.**

ACTION: Director Mouet motioned and Director Berardino seconded to approve the appointment of Aaron Reed to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none. ABSTENTIONS: Director Bagneris.**

ACTION: Director Nguyen motioned and Director Ruiz seconded to approve the appointment of Lezlee Neebe to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Cervantes, Director Nguyen, and Director Ruiz. NAYES: none. ABSTENTIONS: Director Bagneris.**

Grable then noted that once the Foundation has an organizational meeting where they will elect officers and authorize those officers to be on the bank account, the Foundation will then be able to accept donations.

Richards asked for a brief adjournment to address technical issues at 10:06 a.m. The meeting resumed at 10:21 a.m.

F. 2015 OC Fair Imaginology Recap Information Item

Richards presented the staff report.

She noted the 90% increase in attendance in 2015 over 2014 at Imaginology noting that in 2014 there were 30 busloads of children versus 90 busloads in 2015.

She thanked the Orange County Market Place for their efforts advertising the event.

Richards then announced the 2016 Imaginology dates as April 15-17.

Director Bagneris complimented the event and wished it could expand outside the county.

Vice Chair Mouet congratulated staff on the event noting that it is in line with the OCFEC mission for the community.

G. 2015 OC Fair Preview

Information Item

Richards introduced the staff presentation noting that there are 50 days until Fair.

She played the English and Spanish language versions of the 2015 television commercial and reviewed the daily gate promotions.

Richards discussed the Plaza Pacifica programming showing a video of Joe Castillo, the Sand Story Artist who will be performing nightly.

Richards then discussed Fairenheit 32, the Cattle Drive, and Brew Hee Haw II.

Joan Hamill, OCFEC Director of Community Relations, then discussed some activities surrounding the 125th anniversary of the Fair. Hamill spoke about the culinary program and activities at the 2015 OC Fair.

Dan Gaines, OCFEC Director of Entertainment, presented the 2015 Pacific Amphitheatre line up through a game of 2015 OC Fair Jeopardy. A short Gabriel Iglesias video was played.

Richards then discussed the Special Olympics World Games and the daily OC Cities Days celebrations.

Evy Young, OCFEC Centennial Farm Supervisor, discussed agricultural and livestock exhibits and competitions including the Junior Livestock Auction at the Fair.

Director La Belle asked about Heroes Hall signage during the OC Fair.

Richards noted that there will be signage and a display for the future site of Heroes Hall during the OC Fair.

Director Berardino requested that one night be dedicated to Doug Lofstrom and Roger Grable at the nightly dinner.

10. CLOSED SESSION

Chair Aitken adjourned to Closed Session at 11:29 a.m. and resumed at 12:07 p.m.

Chair Aitken noted that there was nothing to report out of closed session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Berardino expressed his excitement for the upcoming Fair.

Vice Chair Mouet thanked staff their review of the Master Plan related to water drainage and water conservation.

Director Tkaczyk asked that Board ticketing be agendized for the next Board meeting.

Director La Belle complimented staff on her granddaughter's visit to Centennial Farm.

12. NEXT BOARD MEETING: THURSDAY, JUNE 25, 2015

13. ADJOURNMENT

Meeting adjourned at 12:15 p.m.

Ashleigh Aitken, Chair

Kathy Kramer, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-103-15PA	Echo Touring Inc. f/s/o Echo & The Bunnymen	"Echo & The Bunnymen" performing at Pacific Amphitheatre	Fair Time	08/07/15		\$75,000.00
SA-118-15FT	Monica Esparza	Featured musical instrument exhibit at the 2015 OC Fair	Fair Time	07/15/15 - 08/18/15		\$500.00
SA-119-15FT	American Vintage Designs	Exhibit Prop Design, Fabrication and Painting Services	Fair Time	05/25/15 - 05/24/16		\$24,000.00
SA-120-15FT	Mendenhall Productions	Exhibit Prop Design, Fabrication and Painting Services	Fair Time	05/25/15 - 05/24/16		\$15,000.00
SA-121-15FT	Andie's Toybox	Exhibit Prop Design, Fabrication and Painting Services	Fair Time	05/25/15 - 05/24/16		\$6,000.00
SA-122-15PA	Iration, LLC f/s/o Iration	"Iration" performing at Pacific Amphitheatre	Fair Time	07/18/15		\$54,500.00
SA-123-15PA	Fluffy Tour, Inc. f/s/o Gabriel Iglesias	"Gabriel Iglesias" performing at Pacific Amphitheatre	Fair Time	07/17/15		\$207,500.00
SA-124-15AS	Monster Truck Entertainment, LLC	"Monster X Tour Monster Truck Show" at Action Sports Arena	Fair Time	07/27/15 - 08/03/15		\$73,500.00
SA-125-15YR	ChopShop Entertainment, Inc.	Videography and video editing services for 2015 OC Fair and Year Round Events	Year Round	06/01/15 - 05/31/16		\$30,000.00
SA-126-15FT	On Hold					
SA-127-15PA	Union Station Land, Inc. f/s/o Alison Krauss & Union Station Featuring Jerry Douglas	"Allison Krauss & Union Station featuring Jerry Douglas" performing at Pacific Amphitheatre; co-headline with "Willie Nelson"	Fair Time	07/19/15		\$105,000.00
SA-128-15CS	Redpoint Consulting Group, LLC	Consulting services to Entertainment Department	Year Round	06/08/15 - 12/31/15		\$4,950.00
SA-129-15PA	Reformation Music Inc. f/s/o Spandau Ballet	"Spandau Ballet" performing at Pacific Amphitheatre	Fair Time	07/29/15		\$150,000.00
SA-130-15PA	401 West Music, LLC f/s/o Magic!	"Magic!" performing at Pacific Amphitheatre	Fair Time	08/09/15		\$66,000.00
SA-131-15PA	True Faith Entertainment, Inc. f/s/o Danielle Bradbery	"Danielle Bradbery" performing at Pacific Amphitheatre in support of "Chris Young"	Fair Time	08/13/15		\$25,000.00
SA-132-15PA	Valentine Road Corporation f/s/o Willie Nelson	"Willie Nelson" performing at Pacific Amphitheatre; co-headline with "Alison Krauss & Union Station"	Fair Time	07/19/15		\$105,000.00
SA-133-15FT	The Mixing Glass	Mixology demonstration	Fair Time	07/17/15 - 08/16/15		\$0.00
SA-134-15FT	Denis Martinez	"Ravioli the Clown" at the 2015 OC Fair	Fair Time	07/31/15 - 08/16/15		\$6,000.00
SA-135-15GE	Diego Barquinero	"Veekay the Clown" at the 2015 OC Fair	Fair Time	07/31/15 - 08/16/15		\$6,000.00
SA-136-15GE	Terry L. Donaldson	"Sparkles the Clown" at the 2015 OC Fair	Fair Time	07/31/15 - 08/16/15		\$6,000.00
SA-137-15GE	Mike Barnard	"Tadpole the Clown" at the 2015 OC Fair	Fair Time	07/17/15 - 08/02/15		\$6,000.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-138-15GE	Karen Barnard	"Katie the Clown" at the 2015 OC Fair	Fair Time	07/17/15 - 08/02/15		\$6,000.00
SA-139-15FT	E4C Enterprises LLC	Brew Hee Haw Craft Beer Roundup at the 2015 OC Fair	Fair Time	07/16/15 - 07/22/15		\$85,000.00
SA-140-15FT	On Hold					
SA-141-15PA	Offspring, Inc. f/s/o The Offspring	"The Offspring" performing at Pacific Amphitheatre	Fair Time	07/30/15		\$197,500.00
SA-142-15FT	Sandscapes	Create a 300-ton sand sculpture at the 2015 OC Fair	Fair Time	06/30/15 - 08/07/15		\$44,000.00
SA-143-15PA	Sailor Touring LLC f/s/o Steve Miller Band	"Steve Miller Band" performing at Pacific Amphitheatre	Fair Time	07/24/15		\$227,500.00
SA-144-15FT	On Hold					
SA-145-15FT	On Hold					
SA-146-15PA	Hulex Corporation f/s/o Huey Lewis and The News	"Huey Lewis and The News" performing at Pacific Amphitheatre	Fair Time	08/02/15		\$90,000.00
SA-147-15PA	AM Touring, LLC f/s/o Austin Mahone	"Austin Mahone" performing at Pacific Amphitheatre	Fair Time	08/16/15		\$131,000.00
SA-148-15SP	Los Angeles SMSA Limited Partnership, a California limited partnership, d/b/a Verizon Wireless	Sponsorship	Fair Time	06/22/15 - 08/18/15	\$29,000.00	
SA-149-15SP	4G Wireless, Inc. a California Corporation	Sponsorship	Fair Time	06/15/15 - 08/18/15	\$35,000.00	
SA-150-15SP	Mesa Water District	Sponsorship	Fair Time	06/15/15 - 08/16/15	\$10,500.00	
SA-151-15SP	On Hold					
SA-152-15SP	On Hold					
SA-153-15PA	Dirty Heads Touring, Inc. f/s/o Dirty Heads	"Dirty Heads" performing at Pacific Amphitheatre as a co-headline with "Magic!"	Fair Time	08/09/15		\$66,000.00
SA-154-15PA	Tour Boyz, Inc. f/s/o Kalin & Myles	"Kalin & Myles" performing at Pacific Amphitheatre in support of Austin Mahone	Fair Time	08/16/15		\$32,500.00
SA-155-15PA	Common Kings Touring, Inc. f/s/o Common Kings	"Common Kings" performing at Pacific Amphitheatre in support of "Iration"	Fair Time	07/18/15		\$25,000.00
SA-156-15PA	Wilcassettes LLC f/s/o Big Data	"Big Data" performing at Pacific Amphitheatre in support of "Capital Cities"	Fair Time	07/25/15		\$20,000.00
SA-157-15PA	Capital Cities Touring LLC. f/s/o Capital Cities	"Capital Cities" performing at Pacific Amphitheatre	Fair Time	07/25/15		\$100,000.00
SA-158-15PA	Flower Power Concerts, Inc. f/s/o Happy Together 2015 Tour	"Happy Together 2015 Tour" performing at Pacific Amphitheatre	Fair Time	07/26/15		\$65,000.00

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-159-15PA	Siao Thorn Inc. f/s/o Jefferson Starship	"Jefferson Starship" performing at Pacific Amphitheatre in support of "Three Dog Night"	Fair Time	07/31/15		\$21,500.00
SA-160-15FT	On Hold					
SA-164-15FT	McGrath RentCorp dba Mobile Modular Management Corporation	Rental of six (6) restroom trailer units	Fair Time	06/23/15 - 08/31/15		\$72,800.00
SA-165-15FT	BDK Golf Carts LLC dba Action Golf Cart Rentals	Electric and gas cart rental	Fair Time	06/01/15 - 08/31/15		\$73,374.00
SA-166-15FT	United Rentals (North America), Inc.	Heavy equipment rental	Fair Time	06/01/15 - 08/31/15		\$62,500.00
SA-167-15FT	On Hold					
SA-168-15FT	On Hold					
SA-169-15FT	Andy Gump	Business Development restroom trailer rental	Fair Time	06/16/15 - 08/31/15		\$12,000.00
SA-170-15FT	On Hold					
SA-171-15FT	On Hold					

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-108-15FT (Amend #1)	Regents of the University of California	Contractor's name has changed from UCCE Master Gardeners of Orange County to Regents of the University of California	Fair Time	07/13/15 - 08/17/15		\$0.00
SA-182-10SP (Amend #2)	Bottling Company, LLC o/b/o Pepsi	Sponsorship (\$127,250.00 CASH SPONSORSHIP & \$471,982.84 MEDIA TRADE over the total term)	Year Round	01/01/10 - 12/31/15	\$22,250 (cash) \$169,606.34 (trade)	

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

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

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-103-15PA
REGISTRATION NUMBER 1423599

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
ECHO TOURING INC. F/S/O ECHO & THE BUNNYMEN
- The term of this Agreement is: **08/07/15** through **08/07/15** FED ID: _____
- The maximum amount of this Agreement is: **\$75,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Echo & The Bunnymen” on stage at the Pacific Amphitheatre, Friday, August 7, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.) ECHO TOURING INC. F/S/O ECHO & THE BUNNYMEN	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, 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
<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Echo & The Bunnymen	\$75,000
Support 1	Berlin	
Support 2	TBD	\$0

Today's Date	3/3/15	Expiration Date	3/3/15	Revision Date	TBD
Performance Date	8/7/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$31.50	\$14,742.00
Orchestra 1	1,419	85	8	1,326	21.50	28,509.00
Orchestra 2	1,052	85	8	959	16.50	15,823.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	11.50	26,565.00
Terrace 2	2,794	100	14	2,680	6.50	17,420.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$103,059.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$75,000	\$75,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$165,500	\$165,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$75,000 flat for Echo & The Bunnymen. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date, BERLIN AS SUPPORT. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Lisa Joahn

Talent Buyer

3/3/2015 12:58

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, August 7, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, August 7, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-118-15FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

32nd District Agricultural Association
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 . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . MONICA ESPARZA
---	--

2. The agreement term is from **07/15/15** through **08/18/15**

3. The maximum amount payable is \$ **500.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **500.00** (Attach list if applicable.)

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

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

- Exhibit A – Scope of Work – **Featured Curator/Artist and Musical Instrument Exhibit 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 (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.
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MONICA ESPARZA			
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 Monica Esparza			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 1023 Calle Sombra, Suite G, San Clemente, CA 92673 (949) 842-1439; monica@monicasguitars.com			
FUND TITLE Operating	ITEM 5100-84	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 loan fifteen (15) to eighteen (18) musical instruments from Contractor's handmade collection to the 32nd District Agricultural Association, OC Fair & Event Center, for installation and display in the Woodworking Gallery from July 17 – August 16 at the 2015 OC Fair.
- B. To deliver instruments to the Woodworking Gallery on Wednesday, July 15, 2015, between 9:00 a.m. – 3:00 p.m.
- C. To provide a checklist of loaned instruments identifying the artist name and contact information (address, phone, website and email), title, sale price, and insurance value of each instrument.
- D. To provide an artist statement and didactic information with a description of each instrument.
- E. To provide evidence of insurance coverage for all instruments loaned to the District. Evidence of coverage shall be provided to the District prior to installation.
- F. To pick-up instruments from the Woodworking Gallery Monday, August 17, and Tuesday, August 18, between the hours of 8:00 a.m. and 6:00 p.m. The District will not be held liable for any instruments that are not fully removed by 6:00 p.m., Tuesday, August 18, 2015.
- 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 an approximately 20' x 20' exhibit space in the Woodworking Gallery.
- B. To install the instruments in the Woodworking Gallery by Thursday, July 16, 2015.
- C. To exhibit the instruments from July 17 – August 16 at the 2015 OC Fair.
- D. To de-install the instruments on Monday, August 17, 2015.
- E. To properly label all exhibited artwork.
- F. To provide an exhibition poster, printed wall statement and title wall graphic.
- G. To provide Contractor with purchase request information from OC Fair patrons.
- H. To provide Contractor with necessary parking and admission credentials.
- I. To provide local pick-up and delivery of artwork, as determined necessary by the District.
- J. To provide Special Event Liability Insurance (SELI), which will cover the printmaking demonstration(s) only and will satisfy the General Liability requirements set forth in Exhibit E – Insurance Requirements, attached hereto and incorporated herein. Contractor is responsible for insuring Contractor's property/artwork and will provide evidence of same to the District prior to installation.
- K. To pay Contractor a total sum not to exceed FIVE HUNDRED DOLLARS (\$500.00). Payment will be Net 10 and delivered via the US mail upon satisfactory completion of services herein.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-84

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoice is to be itemized and may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide exhibit prop design, fabrication and painting services from May 25, 2015 – May 24, 2016 at the OC Fair & Event Center for the annual OC Fair. The majority of services will be requested during the months of May, June and July 2015.
2. To create detailed construction plans/diagrams for Custom Exhibit Projects (“Projects”) based on District-provided scopes of work, sketches, photos and/or CAD layouts, and delivery schedules. These plans/diagrams shall be used for the fabrication and completion of each Project. Any changes to the design, specifications and materials shall be mutually agreed upon by both the Contractor and the District prior to the implementation of said change.
3. Any designs, scopes of work, sketches, graphics, photos and/or CAD layouts, and materials provided to Contractor by the District shall remain the sole intellectual and/or physical property of the District. Contractor may not reproduce artwork or sell unused materials to other third-party clients.
4. The District shall solicit work on a Project-by-Project basis and does not guarantee a minimum or maximum amount of work to be solicited and/or performed.
5. To construct Projects out of any of the following materials, including, but not limited to:
 - a. Wood;
 - b. Steel;
 - c. Fiberglass;
 - d. Foam; and
 - e. Other media as requested.
6. Examples of potential Projects may include, but are not limited to:
 - a. Wood display cases;
 - b. Hands on exhibit pieces such as matching games, puzzle tables, activity tables;
 - c. Wood display pedestals;
 - d. Backdrops or facades;
 - e. Wood kiosk; and
 - f. Decorative shapes such as surfboards, leaves, animals, etc. made out of wood or other materials.
7. To provide finish work, including highly detailed artistic painting such as murals or hand drawn illustrations. Contractor will be supplied with a District-created printed graphic for any Project with this requirement.
8. To provide installation services for some Projects as well as installation support for other District-manufactured Exhibit Projects, as requested by the District. Installation Services shall include, but not be limited to, installation of the following:
 - a. Signage; and
 - b. Other display items as needed.
9. To charge for services based upon the hourly rates detailed in Contractor’s quote dated May 13, 2015. Hourly rates shall include all labor, delivery, installation, removal, applicable taxes and any others fees required in the fulfillment of this Scope of Work. Contractor’s rates are as follows:

Contractor Service Rates	
Service Type	Hourly Rate
Exhibit Prop Design	\$ 65.00
Fabrication - Carpentry/Wood Carving	\$ 65.00
Fabrication - Welding	\$ 65.00
Foam Carving	\$ -
Finishing - Painting	\$ 65.00
Installation	\$ 65.00
Other Methods of Fabrication (Please Specify):	\$ -
Other Methods of Fabrication (Please Specify):	\$ -
Other Methods of Fabrication (Please Specify):	\$ -



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

10. The above pricing does not include the cost for materials. Contractor shall bill separately for materials and/or materials will be purchased directly by the District and provided to Contractor. Materials billed by Contractor shall be charged at actual cost, as no mark-up is permitted.
11. All materials and Projects purchased by the District shall become the property of the District.
12. To insure the Projects for loss, theft, or damage during construction and transportation.
13. Contractor shall guarantee for a period of one (1) year from the date the Project is accepted by the District all materials and workmanship against defects whatsoever. The District acknowledges and agrees that the Contractor is not responsible for vandalism and normal wear and tear.
14. In the event Contractor becomes incapacitated and/or unable to complete the Project(s) for any reason, the District shall retain the right to complete the Project(s) as designed. All work completed and project materials purchased shall immediately pass to the District upon such occurrence.
15. This is a non-exclusive Agreement. The District may hire other contractors for work of a similar or identical nature.
16. 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 scopes of work, sketches, photos and/or CAD layouts and delivery schedules.
2. To provide Project materials as determined necessary by the District.
3. To provide access to District property in order to deliver and/or install Projects.
4. To pay Contractor a total sum not to exceed TWENTY FOUR THOUSAND DOLLARS (\$24,000.00) upon completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Mail.

-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 45498;
4. Itemization of costs with corresponding Project name/number, specifications, materials, dates of delivery/installation, and location for each Project ordered; and
5. Name of personnel with listing of actual date(s) and hours worked with the hourly rate identified.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER

SA-120-15FT

REGISTRATION NUMBER

1416170

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

MENDENHALL PRODUCTIONS

2. The term of this Agreement is: **05/25/15** through **05/24/16** **FED ID:**

3. The maximum amount of this Agreement is: **\$15,000.00**

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 exhibit prop design, fabrication and painting services for the annual OC Fair at the OC Fair & Event Center. 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

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

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

CONTRACTOR

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

MENDENHALL PRODUCTIONS

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Harold Mendenhall, Owner

ADDRESS

**5598 Atlantic Avenue, Long Beach, CA 90805
 (562) 984-6260**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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 exhibit prop design, fabrication and painting services from May 25, 2015 – May 24, 2016 at the OC Fair & Event Center for the annual OC Fair. The majority of services will be requested during the months of May, June and July 2015.
2. To create detailed construction plans/diagrams for Custom Exhibit Projects (“Projects”) based on District-provided scopes of work, sketches, photos and/or CAD layouts, and delivery schedules. These plans/diagrams shall be used for the fabrication and completion of each Project. Any changes to the design, specifications and materials shall be mutually agreed upon by both the Contractor and the District prior to the implementation of said change.
3. Any designs, scopes of work, sketches, graphics, photos and/or CAD layouts, and materials provided to Contractor by the District shall remain the sole intellectual and/or physical property of the District. Contractor may not reproduce artwork or sell unused materials to other third-party clients.
4. The District shall solicit work on a Project-by-Project basis and does not guarantee a minimum or maximum amount of work to be solicited and/or performed.
5. To construct Projects out of any of the following materials, including, but not limited to:
 - a. Wood;
 - b. Steel;
 - c. Fiberglass;
 - d. Foam; and
 - e. Other media as requested.
6. Examples of potential Projects may include, but are not limited to:
 - a. Wood display cases;
 - b. Hands on exhibit pieces such as matching games, puzzle tables, activity tables;
 - c. Wood display pedestals;
 - d. Backdrops or facades;
 - e. Wood kiosk; and
 - f. Decorative shapes such as surfboards, leaves, animals, etc. made out of wood or other materials.
7. To provide finish work, including highly detailed artistic painting such as murals or hand drawn illustrations. Contractor will be supplied with a District-created printed graphic for any Project with this requirement.
8. To provide installation services for some Projects as well as installation support for other District-manufactured Exhibit Projects, as requested by the District. Installation Services shall include, but not be limited to, installation of the following:
 - a. Signage; and
 - b. Other display items as needed.
9. To charge for services based upon the hourly rates detailed in Contractor’s quote dated May 13, 2015. Hourly rates shall include all labor, delivery, installation, removal, applicable taxes and any others fees required in the fulfillment of this Scope of Work. Contractor’s rates are as follows:

Contractor Service Rates	
Service Type	Hourly Rate
Exhibit Prop Design	\$ 65.00
Fabrication - Carpentry/Wood Carving	\$ 65.00
Fabrication - Welding	\$ 65.00
Foam Carving	\$ 75.00
Finishing - Painting	\$ 60.00
Installation	\$ 60.00
Other Methods of Fabrication (Please Specify):	N/A
Other Methods of Fabrication (Please Specify):	N/A
Other Methods of Fabrication (Please Specify):	N/A

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

10. The above pricing does not include the cost for materials. Contractor shall bill separately for materials and/or materials will be purchased directly by the District and provided to Contractor. Materials billed by Contractor shall be charged at actual cost, as no mark-up is permitted.
11. All materials and Projects purchased by the District shall become the property of the District.
12. To insure the Projects for loss, theft, or damage during construction and transportation.
13. Contractor shall guarantee for a period of one (1) year from the date the Project is accepted by the District all materials and workmanship against defects whatsoever. The District acknowledges and agrees that the Contractor is not responsible for vandalism and normal wear and tear.
14. In the event Contractor becomes incapacitated and/or unable to complete the Project(s) for any reason, the District shall retain the right to complete the Project(s) as designed. All work completed and project materials purchased shall immediately pass to the District upon such occurrence.
15. This is a non-exclusive Agreement. The District may hire other contractors for work of a similar or identical nature.
16. 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 scopes of work, sketches, photos and/or CAD layouts and delivery schedules.
2. To provide Project materials as determined necessary by the District.
3. To provide access to District property in order to deliver and/or install Projects.
4. To pay Contractor a total sum not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) upon completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Mail.

-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 45492;
4. Itemization of costs with corresponding Project name/number, specifications, materials, dates of delivery/installation, and location for each Project ordered; and
5. Name of personnel with listing of actual date(s) and hours worked with the hourly rate identified.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-121-15FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1416221		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . ANDIES TOYBOX
---	---

2. The agreement term is from **05/25/15** through **05/24/16**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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.
 ADDITIONAL PAGES ATTACHED

CONTRACTOR AGREES:

- Exhibit A – Scope of Work – **Exhibit Prop Design, Fabrication and Painting 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*SF **610** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) ANDIES TOYBOX			
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 Roxanne D. Oxley, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1537 E. Revere Drive, Fullerton, CA 92831 (714) 441-2575 or (714) 651-1991			
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 exhibit prop design, fabrication and painting services from May 25, 2015 – May 24, 2016 at the OC Fair & Event Center for the annual OC Fair. The majority of services will be requested during the months of May, June and July 2015.
2. To create detailed construction plans/diagrams for Custom Exhibit Projects (“Projects”) based on District-provided scopes of work, sketches, photos and/or CAD layouts, and delivery schedules. These plans/diagrams shall be used for the fabrication and completion of each Project. Any changes to the design, specifications and materials shall be mutually agreed upon by both the Contractor and the District prior to the implementation of said change.
3. Any designs, scopes of work, sketches, graphics, photos and/or CAD layouts, and materials provided to Contractor by the District shall remain the sole intellectual and/or physical property of the District. Contractor may not reproduce artwork or sell unused materials to other third-party clients.
4. The District shall solicit work on a Project-by-Project basis and does not guarantee a minimum or maximum amount of work to be solicited and/or performed.
5. To construct Projects out of any of the following materials, including, but not limited to:
 - a. Wood;
 - b. Steel;
 - c. Fiberglass;
 - d. Foam; and
 - e. Other media as requested.
6. Examples of potential Projects may include, but are not limited to:
 - a. Wood display cases;
 - b. Hands on exhibit pieces such as matching games, puzzle tables, activity tables;
 - c. Wood display pedestals;
 - d. Backdrops or facades;
 - e. Wood kiosk; and
 - f. Decorative shapes such as surfboards, leaves, animals, etc. made out of wood or other materials.
7. To provide finish work, including highly detailed artistic painting such as murals or hand drawn illustrations. Contractor will be supplied with a District-created printed graphic for any Project with this requirement.
8. To provide installation services for some Projects as well as installation support for other District-manufactured Exhibit Projects, as requested by the District. Installation Services shall include, but not be limited to, installation of the following:
 - a. Signage; and
 - b. Other display items as needed.
9. To charge for services based upon the hourly rates detailed in Contractor’s quote dated May 13, 2015. Hourly rates shall include all labor, delivery, installation, removal, applicable taxes and any others fees required in the fulfillment of this Scope of Work. Contractor’s rates are as follows:

Contractor Service Rates	
Service Type	Hourly Rate
Exhibit Prop Design	\$ 30.00
Fabrication - Carpentry/Wood Carving	\$ 30.00
Fabrication - Welding	\$ 30.00
Foam Carving	\$ 30.00
Finishing - Painting	\$ 30.00
Installation	\$ 30.00
Other Methods of Fabrication (Please Specify):	\$ -
Other Methods of Fabrication (Please Specify):	\$ -
Other Methods of Fabrication (Please Specify):	\$ -



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

10. The above pricing does not include the cost for materials. Contractor shall bill separately for materials and/or materials will be purchased directly by the District and provided to Contractor. Materials billed by Contractor shall be charged at actual cost, as no mark-up is permitted.
11. All materials and Projects purchased by the District shall become the property of the District.
12. To insure the Projects for loss, theft, or damage during construction and transportation.
13. Contractor shall guarantee for a period of one (1) year from the date the Project is accepted by the District all materials and workmanship against defects whatsoever. The District acknowledges and agrees that the Contractor is not responsible for vandalism and normal wear and tear.
14. In the event Contractor becomes incapacitated and/or unable to complete the Project(s) for any reason, the District shall retain the right to complete the Project(s) as designed. All work completed and project materials purchased shall immediately pass to the District upon such occurrence.
15. This is a non-exclusive Agreement. The District may hire other contractors for work of a similar or identical nature.
16. 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 scopes of work, sketches, photos and/or CAD layouts and delivery schedules.
2. To provide Project materials as determined necessary by the District.
3. To provide access to District property in order to deliver and/or install Projects.
4. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Mail.

-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 45493;
4. Itemization of costs with corresponding Project name/number, specifications, materials, dates of delivery/installation, and location for each Project ordered; and
5. Name of personnel with listing of actual date(s) and hours worked with the hourly rate identified.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

AGREEMENT NUMBER SA-122-15PA
REGISTRATION NUMBER 1416479

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
IRATION, LLC F/S/O IRATION
- The term of this Agreement is: **07/18/15** through **07/18/15** FED ID:
- The maximum amount of this Agreement is: **\$54,500 Inclusive of Potential Paid Ticket Bonuses (\$50,000 FLAT; \$51,500 at 6,743 tickets sold; \$53,000 at 7,243 tickets sold; \$54,500 at 7,743 tickets sold)**
- 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 present “Iration” on stage at the Pacific Amphitheatre on Saturday, July 18, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) IRATION, LLC F/S/O IRATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Iration	\$50,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	11/4/14	Expiration Date	11/4/14	Revision Date	TBD
Performance Date	7/18/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$22.50	\$10,530.00
Orchestra 1	1,419	85	8	1,326	12.50	16,575.00
Orchestra 2	1,052	85	8	959	12.50	11,987.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	7.50	17,325.00
Terrace 2	2,794	100	14	2,680	7.50	20,100.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$76,517.50

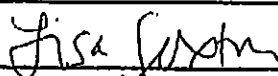
Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$50,000	\$50,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$140,500	\$140,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$50,000 flat plus (3) \$1500 bonuses at 6,743, 7,249 and 7,743 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. REQUEST MUTUALLY AGREED UPON SUPPORT. REQUEST Presale Feb 4-6, Public On Sale Feb 7, 2015. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 40 orchestra level and 35 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 11/4/2014 13:52
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 18, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 18, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____



AGREEMENT NUMBER SA-123-15PA
REGISTRATION NUMBER 1417237

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
FLUFFY TOUR, INC. F/S/O GABRIEL IGLESIAS
- The term of this Agreement is: **07/17/15** through **07/17/15** **FED ID**
- The maximum amount of this Agreement is: **\$207,500.00 Inclusive of Potential Paid Ticket Bonus (\$200,000.00 FLAT PLUS \$7,500.00 AT SELLOUT WITH 7,743 TICKETS SOLD)**
- 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 present “Gabriel Iglesias” on stage at the Pacific Amphitheatre on Friday, July 17, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) FLUFFY TOUR, INC. F/S/O GABRIEL IGLESIAS		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Gabriel Iglesias	\$200,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	1/8/15	Expiration Date	1/26/15	Revision Date	TBD
Performance Date	Mutual	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Tim.Beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$52.50	\$24,465.00
Orchestra 1	1,421	85	8	1,328	42.50	56,440.00
Orchestra 2	1,054	85	8	961	42.50	40,842.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	32.50	85,020.00
Terrace 2	2,486	100	14	2,372	22.50	53,370.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$260,137.50

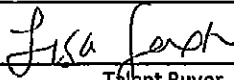
Ticket Add-Ons				
Source	Per Ticket			
Fair Admission	\$12.00			
Facility Fee	\$5.00			

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$200,000	\$200,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$290,500	\$290,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$200,000 flat plus \$7500 bonus at sellout. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional rider(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$2250 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 5/11/2015 12:10
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, July 17, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, July 17, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-124-15AS
REGISTRATION NUMBER 1416951

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
MONSTER TRUCK ENTERTAINMENT, LLC

2. The term of this Agreement is: **07/27/15** through **08/03/15** FED ID:

3. The maximum amount of this Agreement is: **\$73,500.00**

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 the 32nd District Agricultural Association with all labor, equipment, and materials to produce “Monster X Tour Monster Truck Show” July 29 – August 2 for the 2015 OC Fair. See Page 2 for additional details about event start and finish times.** Pages 1 – 5
- Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 6
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 10
- Check mark one item below as Exhibit D:
 - Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 11 – 14
 - Exhibit - D* Special Terms and Conditions
- Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement) Pages 15 – 18
- Exhibit F – Insurance Requirements (Attached hereto as part of this agreement) Pages 19 – 21

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

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

CONTRACTOR

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

BY (Authorized Signature) _____ DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
Tony Maderazzo, Chief Operations Officer

ADDRESS
**4921 Industry Drive, Central Point, OR 97502
 (480) 773-6822 or (602) 531-3334**

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature) _____ DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING
**Kathy Kramer, 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 the 32nd District Agricultural Association with all labor, equipment and materials to produce the Monster X Tour Monster Truck Show, from Wednesday, July 29, 2015 through Sunday, August 2, 2015. Event dates and times are as follows.
 - a. Wednesday, July 29, at 8:00 p.m. Event must conclude by 10:00 p.m.
 - b. Thursday, July 30, at 8:00 p.m. Event must conclude by 10:00 p.m.
 - c. Friday, July 31, at 8:00 p.m. Event must conclude by 10:00 p.m.
 - d. Saturday, August 1, at 1:00 p.m. Event must conclude by 3:00 p.m.
 - e. Saturday, August 1, at 8:00 p.m. Event must conclude by 10:00 p.m.
 - f. Sunday, August 2, at 7:00 p.m. Event must conclude by 9:00 p.m.
2. Move in and set up shall take place beginning Monday, July 27, 2015 through 12:00 p.m., Wednesday, July 29, 2015. There will be a very tight turn-around between the time the previous promoter, whose events close July 26, 2015, has to tear down and move out, and the time Monster X Tour has to move in and set up. It is very important that Monster X arrives prepared and with a spirit of cooperation in order to facilitate changeover in the most efficient way possible. Teardown shall take place following the last race on Sunday, August 2, 2015, and, if necessary, shall conclude no later than Monday, August 3, 2015 at 9:00 a.m.
3. Provisions:
 - a. That the premier consideration in the presentation of the Monster X Tour event is the safety of the audience, staff, participants and all others in attendance.
 - b. To provide five (5) top-level monster trucks.
 - c. To include Tuff Truck racing as part of the event.
 - d. To provide professional event announcer for each show. In addition, to providing color commentary, the announcer shall promote future Monster X events and other events taking place during the 2015 OC Fair. The District representative will provide information pertaining to other OC Fair events. Contractor's announcer may be supplemented by District commentator.
 - e. To design the Monster X Tour track and instruct District operations crew on construction. To oversee the general production of the event and to ensure its safe and successful completion.
 - f. To provide and place crushed vehicles on the Monster Truck track.
 - g. To assist in the identification and orchestration of promotional and media opportunities associated with the event and performances.
 - h. To promote the event(s) on Contractor's website.
 - i. To provide participant and public liability insurance, which includes any VIP Pit Party and General Pit Party events.
 - j. To oversee and be responsible for payment to individual drivers.
 - k. To provide Monster Trucks for displays and/or parades. Displays and/or parades will be onsite only, trailers will not be necessary.
4. Promotional Support:
 - a. To provide news release to the District for electronic and print media. All media should be directed through the OC Fair Communications Director, Robin Wachner (rwachner@ocfair.com).
 - b. To provide driver for interviews.
 - c. Design an "OC Fair" specific Monster Truck poster for marketing use.
 - d. If safe, appropriate and space permits, to display three (3) Monster Trucks around the OC Fair. Placement will be under the direction of the District's Entertainment staff.

EXHIBIT A – SCOPE OF WORK (CONT.)

5. Merchandise:
 - a. Contractor shall retain 100% of merchandise sales and will be solely responsible for merchandise sales staffing.
 - b. Merchandise must depict graphics and text as appropriate for a family-oriented environment of all ages.
6. Participant/Staff Parking:
 - a. Participant's parking to be located in the Action Sports Arena "Pit Area." Staff parking to be located in designated parking areas, as directed by District Management.
 - b. Contractor to provide all event management, participants and officials necessary to execute the performance events in a highly professional and timely manner.
7. Notice of Schedule of Events:
 - a. To provide copy of all advertising and promotional material related to District event(s) before it is released. No advertising material should be released without first being reviewed by the District's Marketing Director, Ruby Lau (rlau@ocfair.com).
8. Race:
 - a. No race or event shall begin without emergency services personnel on standby in the "Pit Area." Emergency personnel shall be provided by the District.
 - b. No alcoholic beverages to be consumed in the "Pit Area" or by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor accepts the responsibility for monitoring and enforcing this restriction.
 - c. The "Pit Area" to be restricted to participants, mechanics and officials until the race program is concluded, unless Contractor's insurance specifically allows.
 - d. All repair and maintenance of vehicles shall be performed in designated "Pit Area" only.
 - e. To adhere to all State of California building, safety and fire codes and laws.
9. Sound Mitigation:
 - a. To be held responsible for the installation of effective and approved mufflers on all motorized racing event participant vehicles in order to reduce noise and to be in compliance with the rules and regulations set forth herein regarding noise. Each vehicle must have a minimum of a series chain of two (2) mufflers per header (four (4) at minimum). Mufflers must be of a type designed to specifically and significantly reduce radiated noise.
 - b. Contractor fully understands that the decibel levels outlined herein are to be strictly adhered to:
 - i. Noise levels are adhered to by the District throughout the event(s) and consist of listening tests as well as measurements. At no time, in any housing area, shall the decibel level be above 55 dB, Z weighted.
 - ii. Complaints from the surrounding housing areas will be addressed by the District sound monitor in the housing area and a physical listening assessment of the noise will be conducted. Audible noise, irrespective of measured noise, must be reduced to a level specified by the District monitor.
 - iii. Contractor agrees to a sound check for each vehicle prior to each event. These tests will be conducted under the conditions of the actual event.
 - c. Sound system will be set at a decibel level specified and controlled by the District. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 10:00 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
 - d. Failure to comply with District sound restrictions and mandated mitigation requirements may result in cancellation of the event by District management with the performance fee being reduced by the appropriate prorated amount.
10. Food/Alcoholic Beverage Concessions
 - a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.

EXHIBIT A – SCOPE OF WORK (CONT.)

11. Exit Gates:
 - a. Major exits shall not be obstructed or secured in the closed position.
12. Additional Costs:
 - a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor shall be billed.
13. Acceptance of Grounds:
 - a. Contractor accepts the grounds as they exist. Should Contractor view an area and feel it is unsafe, Contractor must report the area immediately to the District.
14. Injuries:
 - a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.
15. Decorative Materials:
 - a. All decorating material must be removed by Contractor at the conclusion of the event.
 - b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is prohibited. Masking tape and duct tape is permitted.
16. Signs:
 - a. That the District has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair Monster X Tour sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.
17. Arrival of Items:
 - a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.
18. Distribution Outside Contracted Space:
 - a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.
19. Additional:
 - a. The Contractor is fully responsible for the behavior and actions of all riders and participants, all rider and participant guests given access to the backstage/PIT area, all employees of Monster X Tour, and all sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be taken while any of the aforementioned are on the OC Fair & Event Center grounds. If any riders or participants violate this restriction, they will not be allowed to participate in the event and the rider portion of the event fee will be reduced by 10% per incident. Employees of the Monster X Tour are expected to act in a professional manner at all times while on the OC Fair & Event Center grounds. If employees of the Contractor abandon their responsibilities in advance of the event, during the event or following the event, it is the expectation that Contractor will provide a fully qualified replacement or that the performance fee will be reduced by an appropriate amount.
 - b. Contractor is responsible for the oversight of all rider, participant, guest and employee activity in the backstage/PIT area, including but not limited to behavior, parking and registration.
 - c. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide the Action Sports Arena (Production Trailer, Action Sports Ticket Office, Action Sports Restrooms, Racetrack, entire area fenced in and enclosed for seating of the public and pit area for participants).
2. To provide emergency services personnel for races.
3. To provide hotel rooms procured at the sole discretion of the District, as follows: Four (4) double rooms for six (6) nights and one (1) hotel room for eight (8) nights.
4. To provide equipment and operations crew to build the event track under the direction of Contractor. This includes one (1) loader, or similar machine, and one (1) 8,000-pound all-terrain, extended reach forklift. Equipment pieces will be available from July 28, 2015, at 9:00 a.m. through August 3, 2015, at 9:00 a.m.
5. To provide adequate parking for participants.
6. To provide all necessary lights and sound required to produce event performances.
7. To pay Contractor a total sum not to exceed SEVENTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$73,500.00) upon satisfactory completion of work herein required on Sunday, August 2, 2015.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 2, 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



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, 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 – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Performer, Artist and Contractor (terms may be used interchangeably) shall adhere to all starting times as indicated in this Agreement.

PERFORMANCE LENGTH/TIMES

Contractor shall adhere to performance lengths and times as indicated in this Agreement.

CURFEW

There is a strict 10:00 p.m. curfew in effect unless an extension of curfew is approved in writing by the 32nd District Agricultural Association (District) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand (\$1,000) dollars per minute for the first five (5) minutes and an additional ten thousand (\$10,000) dollars for any period thereafter.

PAYMENT

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are not residents of California will be subject to seven percent (7%) State Withholding at Source as determined by the Franchise Tax Board.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the event. However, this opening time is subject to change at the discretion of the District. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the District, State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

Contractor shall be bound by the sound covenant and shall at all times during any pre-event sound tests and the event operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees that the event may be terminated.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter:

1. FOH @ mixer location: 95 dB flat.
2. Back of stage, 75 feet: 80 dB flat.
3. Sides of stage, 75 feet: 75 dB flat.
4. Surrounding housing areas: 55 dB.

Number 4 is the limiting and deciding factor: 1-3 don't matter if 4 is exceeded.

All other measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Artist agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with the sound restrictions.

MEDIA – WEB SITE

The District requires that the Contractor place specific information about the OC Fair on its website. Information should include the entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA - INTERVIEW

The District also requires that the Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District. Please contact the District's Communications Department at (714) 708-1707 to coordinate the interview.

MEDIA - VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

MEDIA - STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

RENTAL EQUIPMENT

The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

GROUND TRANSPORTATION

The District will not provide or be responsible for ground transportation of any kind.

HOSPITALITY

The District will provide hospitality only when contracted. When contracted, the District will provide *only* lunch and dinner service chosen from a District determined menu. District will use Contractor's contract rider as a guide but will make the final decision as to the meal that will be served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. after show and/or tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer.

The District will not provide alcoholic beverages and/or tobacco products as a part of this Agreement.

MERCHANDISING

Merchandising sales are subject to 70%/30% split with the venue selling the merchandise. The split on media/CD's is 90%/10%. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

SPONSORSHIPS

The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedence over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Action Sports Arena is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Action Sports Arena.

INSURANCE

Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage of one million (\$1,000,000) dollars for General Liability and Automobile Liability, in a manner and form acceptable to the District. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

FORCE MAJEURE CLAUSE

The District's obligation are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Action Sports Arena or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

INDEMNIFICATION

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

"notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance."

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.



EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

PROMOTIONAL MATERIAL & ADVERTISING

Upon receipt of contract, Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artists' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Artist logos will not be used in any promotional materials.

COMPLIMENTARY TICKETS

The District will provide complimentary reserved seat tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and 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 (\$1,000) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

CONTRACTOR'S POWER AND AUTHORITY

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F.S.O." (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Producer/Contractor

-End Exhibit E-

EXHIBIT F – 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 F – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT F – 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 F-

AGREEMENT NUMBER SA-125-15YR
REGISTRATION NUMBER 1420427

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
CHOPSHOP ENTERTAINMENT, INC.

2. The term of this Agreement is: **06/01/15** through **05/31/16** FED ID:

3. The maximum amount of this Agreement is: **\$30,000.00**

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 videography and video editing services for the annual OC Fair and Year Round Events. Additional Scope of Work continued on page 2.** Pages 1 – 6

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 7

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 12 – 15
 Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 16 – 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*

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



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CHOPSHOP ENTERTAINMENT, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Anderson, Vice President		
ADDRESS 20342 SW Acacia St., Suite 200, Newport Beach, CA 92660 (949) 838-0355		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
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		

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide videography and video editing services from June 1, 2015 – May 31, 2016 at the OC Fair & Event Center for the annual OC Fair and various Year Round Events.
2. Videography services shall include, but not be limited to:
 - A. Delivery of multiple event or wrap up videos, plus b-roll shooting.
 - B. Converting footage, revising/editing, and recording master copies.
 - C. Securing voice over talent and music licensing for certain projects as outlined in herein.
 - D. Multiple copies will be required in final delivery.
3. Specifications and requirements for videography, production and/or editing services projects (“Projects”) are further outlined below:
 - A. Front Gate Video (High Definition)
 - I. Contractor shall produce a welcome video designed to inform guests of 2015 OC Fair highlights. Video must be 1920 x 1080 resolution and delivered on a bootable DVD as well as electronically on a MOV file format. The final video will include all twenty-three (23) days of entertainment and activities. As the OC Fair progresses, the length of video will decrease due to expired information. Each video sequence will be grouped by week of the OC Fair and will need to be assigned its own menu button according to the days within each sequence.
 - II. Contractor’s video shall consist of the following:
 - a. Photoshop layered files;
 - b. Graphics as required;
 - c. Video elements;
 - d. Sponsor commercial;
 - e. Movie trailer;
 - f. Background music and voice over; and
 - g. Video shall be in high definition on a playable DVD.
 - III. Contractor shall produce the following:
 - a. A detailed video for all entrance gates (approximately thirteen (13) to fifteen (15) minutes) which will consist of a short OC Fair highlight video to be produced by Contractor and sponsor videos supplied by the District for insertion only.
 - b. A short video to highlight the OC Fair (approximately two (2) to three (3) minutes) including an OC Fair overview with voice over. District will provide five (5) to ten (10)-minute video to Contractor for editing. Voice over talent and recording will be provided by Contractor.
 - c. Slideshow, using Photoshop files, with approximately one hundred (100) slides to highlight concerts and special events. Files provided in PSD format electronically or on an external hard drive.
 - IV. Contractor shall provide three (3) copies of each video as well as digital files to the District.
 - V. Due Date: June 17, 2015
 - B. Pacific Amphitheatre Pre & Post Show Video (Standard Definition)
 - I. Contractor shall produce a Pacific Amphitheatre highlight video designed to showcase upcoming shows, special events, and special offers. The Pacific Amphitheatre video will play before the concert begins and a post-event video will play as the concert ends.
 - II. Contractor will deliver twenty-three (23) versions of the pre-show video. Final delivery of this project shall be twenty-three (23) versions in total. Each video shall be produced and tailored to each night of the concert.
 - III. District will provide source material in various formats, including Ad Mat Stills/Digital Video/DVD.
 - IV. Contractor’s video shall include the following:
 - a. Photoshop layered files;
 - b. Graphics as required;
 - c. Video elements;
 - d. Sponsor commercials;
 - e. Movie trailer;
 - f. Background music and voice over; and
 - g. Video shall be provided on a playable Standard Definition DVD.
 - V. From the District’s provided source material, Contractor shall produce:
 - a. A detailed video (approximately ten (10) to twelve (12) minutes) that will include the OC Fair Highlight Video created for the Front Gate Video (see Project “A” above).
 - b. Slideshow consisting of twenty-three (23) days of entertainment and activities at the OC Fair, and sponsor commercials (supplied by the District for insertion only).



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

- VI. As the OC Fair progresses, the length of video will decrease due to expired information. Each video sequence will be assigned by its own unique OC Fair date and will need to be assigned its own menu button according to that specific day. In total there should be twenty-three (23) buttons, one (1) for each day of the OC Fair.
- VII. Contractor shall provide three (3) copies of each video as well as digital files to the District.
- VIII. Due Date: June 17, 2015

C. The Hangar Video (High Definition)

- I. Contractor shall produce a highlight video and slides for The Hangar designed to showcase special events and attractions during the 2015 OC Fair.
- II. The District will provide formats including Ad Mat Stills/Digital Video/DVD.
- III. Contractor's video will consist of:
 - a. Photoshop layered files;
 - b. Graphics as required;
 - c. Video elements;
 - d. Sponsor commercials;
 - e. Movie trailer;
 - f. Background music and voice over; and
 - g. Video shall be in high definition on a Blu-Ray.
- IV. From the District's provided source material, Contractor shall:
 - a. Produce a detailed video (approximately eight (8) to ten (10) minutes) that will include the OC Fair Highlight Video created for the Front Gate Video (see Project "A" above) slideshow consisting of Hangar events will be shown pre and post-Hangar shows to highlight OC Fair events.
 - b. Produce a separate slideshow consisting of twenty-three (23) days of entertainment and activities at the OC Fair, and sponsor commercials supplied by District for insertion only. As the OC Fair progresses, the video will decrease in length due to expired information. Each video sequence shall be assigned by its own unique OC Fair date and will need to be assigned its own menu button according to that specific day. In total, there should be twenty-three (23) buttons, one (1) for each day of the OC Fair.
- V. Contractor shall provide three (3) copies of each video as well as digital files to the District.
- VI. Due Date: June 17, 2015

D. Hangar LED Video

- I. Contractor to create twenty-three (23) MOV videos, one (1) for each day of the OC Fair, for the Outdoor LED screens on The Hangar.
- II. Each video loop shall consist of no more than fifteen (15) static slides and no more than two (2) sponsor videos (no audio).
- III. Contractor shall provide one (1) flash drive with all twenty-three (23) videos to the District.
- IV. Due Date: June 17, 2015

E. OC Fair TV Footage (High Definition)

- I. Contractor to shoot high definition footage of the OC Fair between July 17 – August 16, 2015, consisting of two (2) eight (8)-hour days during the 2015 OC Fair. Specific shooting days shall be mutually determined by Contractor and the District.
- II. Contractor to provide lighting and sound equipment.
- III. The District will provide a shot list and talent for the project.
- IV. The District will utilize captured footage for the 2016 OC Fair TV spot.
- V. Raw footage shall be broken into categories (Food, Rides, Games, etc.).
- VI. Contractor to provide digital files to the District via external hard drive.
- VII. Due Date: August 24, 2015

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

F. Optional Additional OC Fair Project (High Definition)

- I. Contractor may be asked to shoot high definition footage for a tentative “to be determined” OC Fair Project. If the District request the additional Project it shall take place sometime between July 17 – August 16, 2015 and consist of three (3) eight (8)-hour days. Specific shooting days shall be mutually determined by Contractor and the District.
- II. Contractor to provide lighting and sound equipment.
- III. Contractor to assemble a five (5) to six (6)-minute highlight clip at the District’s direction.
- IV. District to provide talent, questions and incentives.
- V. Contractor to provide three (3) DVD copies as well as digital files via external hard drive to the District.
- VI. Due Date: August 24, 2015

G. OC Fair Super Pass Showcase Videos (High Definition)

- I. Contractor to produce one (1) :60 video, one (1) :30 video, and one (1) :15 video that will consist of existing OC Fair footage, voice over, graphics as required, and two (2) to three (3) static slides (Photoshop layered files).
- II. Final video to be used on various websites to promote the OC Fair’s season pass.
- III. Voice over talent and recording to be provided by Contractor.
- IV. Video should be delivered electronically and on DVD.
- V. Contractor shall provide three (3) copies of each video as well as digital files to the District.
- VI. Due Date: October 1, 2015

H. OC Fair Sizzle Reel

- I. Contractor to produce one (1) high energy video set to music, up to three (3) minutes in length, highlighting the events at the OC Fair, which shall be used for PR/promotional purposes. Contractor may use elements from “Showcase” video (see Project “E” above).
- II. Contractor to provide digital files to the District.
- III. Due Date: March 1, 2016

I. Imaginology Sizzle Reel

- I. From the District’s provided source material, Contractor shall produce one (1) high energy video set to music, up to three (3) minutes in length, highlighting the events at Imaginology, which shall be used for PR/promotional purposes.
- II. Final video to be used on various websites to promote Imaginology.
- III. Contractor shall provide digital files to the District.
- IV. Due Date: February 1, 2016

J. Event B-Roll Year Round (High Definition)

- I. Contractor to shoot high definition b-roll for six (6) to eight (8) year-round events. A half-day will be needed for each shoot. Specific shooting days shall be determined by the District.
- II. Contractor to shoot high definition b-roll for the OC Fair for approximately thirty-five (35) hours between July 17 – August 16, 2015. Specific shooting days shall be mutually determined by Contractor and the District.
- III. Contractor to provide digital files to the District.
- IV. Due Date: Ongoing/As-Needed

K. OC Fair B-Roll Video

- I. Contractor to use prior year’s footage to create a b-roll package to be provided to broadcast news outlets upon request.
- II. Raw footage shall be broken into categories (Food, Carnival, Concerts, etc.).
- III. Contractor shall provide a high resolution digital file and ten (10) DVD copies of final package.
- IV. Due Date: May 15, 2016



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

L. Create Post-OC Fair Media Wrap-Up Video

- I. Contractor to produce (1) version of an OC Fair media wrap-up video consisting of a compilation of broadcast media footage. One (1) shall be under five (5) minutes and one (1) shall be uSTET.
- II. Includes graphics, music and footage.
- III. Contractor shall provide fifteen (15) DVD copies of the OC Fair media wrap-up videos to the District.
- IV. In addition, Contractor shall provide ten (10) DVD copies of all OC Fair food segments divided onto a separate DVD.
- V. Due Date: September 7, 2015

4. Contractor shall abide by the following terms and conditions, which are made in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements, and are made part of this Agreement.

A. Rights & Ownership:

- I. Contractor understands the District retains the rights, title, and interest in and to the raw and edited video footage created and/or used in the fulfillment of this Scope of Work. Further, Contractor shall not make available any variation of some or all footage on a web page or other display as a separate or downloadable reusable file unless expressly agreed to by the District in writing.
- II. All marks, logos, and branded materials supplied by the District shall remain the sole property of the District (or Sponsor as applicable) and shall not be used without District's express written consent.
- III. The terms of the "rights and ownership" detailed herein shall survive the termination of any Agreement between the District and the Contractor.

B. Rates/Pricing:

Contractor shall provide videography and video editing services according to the rates provided in Contractor's proposal dated May 29, 2015. The price provided for each project includes all labor, materials, travel, voice over (as applicable), music licensing (as applicable), transfer fees, applicable taxes, and any other fees Contractor intends to charge in the fulfillment of this Scope of Work. All fees shall be clearly stated and easily identifiable.

The District reserves the right to add, remove, and/or modify projects at its sole discretion. Contractor has provided an hourly filming/editing rate, the cost for files as specified below, as well as any fees to be charged for additional or modified work. The District shall only be charged for work completed by Contractor.

Project Name	Project Cost	Account Code
A. Front Gate Video	\$ 1,700.00	5100-15
B. Pacific Amphitheatre Pre & Post-Show Video	\$ 750.00	5100-15
C. The Hangar Video	\$ 750.00	5100-15
D. Hangar LED Video	\$ 450.00	5100-15
E. OC Fair TV Footage	\$ 3,450.00	5100-15
F. Optional Additional OC Fair Project	\$ 5,250.00	5100-15
G. OC Fair Super Pass Showcase Videos	\$ 1,100.00	5100-15
H. OC Fair Sizzle Reel	\$ 975.00	5100-18
I. Imaginology Sizzle Reel	\$ 975.00	5100-18
J. Event B-Roll Year Round	\$ 9,800.00	5100-18
K. OC Fair B-Roll Video	\$ 550.00	5100-18
L. Post-OC Fair Media Wrap-Up Video	\$ 1,475.00	5100-18
Project Total:	\$ 27,225.00	
Additional Pricing <i>(The following rates are to be used in the event additional projects are added to the Scope of Work)</i>		
	Rate/Fee	Account Code
Hourly Filming/Editing Rate (includes labor, lighting/audio/video equipment, editing, and finishing)	\$200/Hour	TBD
Digital Files on External Hard Drive	\$125/HD	TBD
DVD/Blu-Ray (price per each)	\$15/Disc	TBD
Additional Projects Contingency:	\$ 2,775.00	



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

5. To insure the Projects for loss, theft, or damage during construction and transportation.
6. Contractor shall guarantee for a period of two (2) years from the date the Project is accepted by the District all materials and workmanship against defects whatsoever.
7. In the event Contractor becomes incapacitated and/or unable to complete the Project(s) for any reason, the District shall retain the right to complete the Project(s) as designed. All work completed and project materials purchased shall immediately pass to the District upon such occurrence.
8. This is a non-exclusive Agreement. The District may hire other contractors for work of a similar or identical nature.
9. 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.
10. 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 Project materials as determined necessary by the District.
2. To provide access to District property for Projects.
3. To pay Contractor a total sum not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) upon completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Mail.

-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 45545;
4. Itemization of costs with corresponding Project name/number, including all labor, files/materials, travel, voice over, music licensing, transfer fees, applicable taxes, and any other fees required to perform the Scope of Work; and
5. Name of personnel with listing of actual date(s) and hours worked with the hourly filming/editing rate or other hourly rate identified.

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

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

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

AGREEMENT NUMBER SA-127-15PA
REGISTRATION NUMBER 1417416

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
UNION STATION LAND, INC. F/S/O ALISON KRAUSS & UNION STATION FEATURING JERRY DOUGLAS
- The term of this Agreement is: **07/19/15** through **07/19/15** FED ID:
- The maximum amount of this Agreement is: **\$105,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Alison Krauss & Union Station featuring Jerry Douglas” on stage at the Pacific Amphitheatre on Sunday, July 19, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)
UNION STATION LAND, INC. F/S/O ALISON KRAUSS & UNION STATION FEATURING JERRY DOUGLAS

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____ TALENT AGENCY I.D. # _____

c/o Tim Beeding, Agent **40240**

ADDRESS
Creative Artists Agency
401 Commerce Street, Penthouse, Nashville, TN 37219
(615) 383-8787

California Department of General Services Use Only

Exempt per:

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____

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

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**The Pacific Amphitheatre
Performance Offer**

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

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Co-Headline	Willie Nelson	
Co-Headline	Allison Krauss & Union Station feat Jerry Douglas	\$105,000
Support 2	TBD	\$0

Today's Date	11/24/14	Expiration Date	11/24/14	Revision Date	TBD
Performance Date	7/19/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Rod Essig	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Rod.Essig@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$53.00	\$24,804.00
Orchestra 1	1,419	85	8	1,326	45.50	60,333.00
Orchestra 2	1,052	85	8	959	38.00	36,442.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	30.50	70,455.00
Terrace 2	2,794	100	14	2,680	23.00	61,640.00
Terrace 3		0	0	0		0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$253,674.00

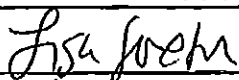
Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	105,000	105,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$195,500	\$195,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$105,000 flat for Alison Krauss & Union Station featuring Jerry Douglas to co-headline with Willie Nelson. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Willie Nelson is allotted 30 orchestra level and 20 terrace level complimentary tickets. Alison Krauss 30 complimentary tickets. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 4/3/2015 10:42
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 19, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 19, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT****SHOW STARTING TIMES**

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

**EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)****SOUND AND LIGHTS**

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:

(909) 821-3157

ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:

(818) 482-0193

audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

**EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-128-15CS	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . REDPOINT CONSULTING GROUP, LLC
---	--

2. The agreement term is from **06/08/15** through **12/31/15**

3. The maximum amount payable is \$ **4,950.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **4,950.00** (Attach list if applicable.)

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

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

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

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

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

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

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) REDPOINT CONSULTING GROUP, LLC	
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 Michael Garcia, Manager	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 4010 Braeburn Way, Los Angeles, CA 90027 (323) 547-0550	
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:

- A. To provide professional consulting services from June 8 – December 31, 2015 for the OC Fair & Event Center in the areas of venue management, Box Office operations, and other concert and/or performance-related matters, as requested by the District's Director of Entertainment and/or Chief Business Development Officer.
- B. To facilitate a half (½)-day strategic planning session between the District and Pacific Symphony on Friday, June 12, 2015, to explore a potential partnership between the two organizations.
- C. To provide a written summary of the above strategic planning session to the District's Chief Business Development Officer within seven (7) business days following the session. This summary shall include a comprehensive list of recommendations and next steps for both the District and Pacific Symphony.
- D. To review venue production Requests for Proposal (RFPs) as requested, and offer recommendations for bidder qualifications, requirements and criteria.
- E. To serve as a panel member for Sound Mitigation and Monitoring proposal review and scoring, and to be available for additional venue production RFP proposal review and scoring panel(s), as requested.
- F. The District shall be billed at the rate of ONE HUNDRED FORTY FIVE DOLLARS (\$145.00) per hour for the services as outlined in this Scope of Work.
- G. Contractor's billable hourly rate is inclusive of all travel, transportation and meal expenses.
- H. To submit itemized invoices on the last day of each month beginning June 30, 2015, for services performed prior to the end of each month. A detailed report shall accompany each invoice identifying the actual services performed, including days/hours worked, milestones achieved and/or other pertinent actions. Payment will be made Net 30 upon satisfactory completion of services rendered and receipt of proper invoice.
- 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 pay Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950.00) based upon satisfactory completion of services herein required and receipt of proper invoice. Total payment is inclusive of all expenses required in the fulfillment of this Agreement. Payment shall be made according to the Payment Provisions provided in Exhibit B – Budget Detail and Payment Provisions.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

Contractor to submit invoices on the last day of each month beginning June 30, 2015, detailing services performed prior to the end of each month, including days/hours worked, milestones achieved and/or other pertinent actions. Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45505. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



AGREEMENT NUMBER SA-129-15PA
REGISTRATION NUMBER 1417460

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
REFORMATION MUSIC INC. F/S/O SPANDAU BALLE
- The term of this Agreement is: **07/29/15** through **07/29/15** FED ID:
- The maximum amount of this Agreement is: **\$150,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Spandau Ballet” on stage at the Pacific Amphitheatre on Wednesday, July 29, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.) REFORMATION MUSIC INC. F/S/O SPANDAU BALLE	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Rod Essig, Agent	TALENT AGENCY I.D. # 40240
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, 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
<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Spandau Ballet	\$150,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	2/4/15	Expiration Date	2/13/15	Revision Date	TBD
Performance Date	7/29/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Rod Esslg	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Rod.Esslg@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scalling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Plt / Circle	506	30	10	466	\$45.50	\$21,203.00
Orchestra 1	1,421	85	8	1,328	38.00	50,464.00
Orchestra 2	1,054	85	8	961	30.50	29,310.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	23.00	60,168.00
Terrace 2	2,486	100	14	2,372	15.50	36,766.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$197,911.50

Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$150,000	\$150,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$240,500	\$240,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$150,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. REQUEST RICHARD BLADE TO DJ BEFORE SHOW. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

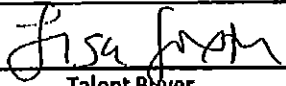
 _____ Talent Buyer 2/4/2015 15:05 _____ Date	_____ Artist Representative _____ Date
---	---



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Wednesday, July 29, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Wednesday, July 29, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-130-15PA
REGISTRATION NUMBER 1417599

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
401 WEST MUSIC, LLC F/S/O MAGIC!
- The term of this Agreement is: **08/09/15** through **08/09/15** FED ID: _____
- The maximum amount of this Agreement is: **\$66,000 Inclusive of Potential Paid Ticket Bonuses (\$60,000 FLAT; \$61,500 at 6,273 tickets sold; \$63,000 at 6,743 tickets sold; \$64,500 at 7,243 tickets sold; \$66,000 at 7,743 tickets sold)**
- 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 present “Magic!” on stage at the at the Pacific Amphitheatre on Sunday, August 9, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) 401 WEST MUSIC, LLC F/S/O MAGIC!		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240	
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Co-Headliner	Dirty Heads	
Co-Headliner	Magic!l	\$60,000
Support 2	TBD	\$0

Today's Date	3/19/15	Expiration Date	3/19/15	Revision Date	TBD
Performance Date	8/9/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	CAA
Phone	615-383-8787	Email	tim.beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$32.50	\$15,145.00
Orchestra 1	1,421	85	8	1,328	22.50	29,880.00
Orchestra 2	1,054	85	8	961	22.50	21,622.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	12.50	32,700.00
Terrace 2	2,486	100	14	2,372	12.50	29,650.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$128,997.50

Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	60,000	60,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$150,500	\$150,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$60,000 flat plus (4) \$1500 bonuses at 6,273, 6,743, 7,243 and 7,743 tix paid. Backline will be provided. Offer is "all in" and inclusive of all costs – extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. CO-HEADLINE WITH DIRTY HEADS. DIRTY HEADS TO CLOSE. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Lisa Joann

Talent Buyer

4/7/2015 12:21

Date

Artist Representative

Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 9, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 9, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-131-15PA
REGISTRATION NUMBER 1417661

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
TRUE FAITH ENTERTAINMENT, INC. F/S/O DANIELLE BRADBERRY
- The term of this Agreement is: **08/13/15** through **08/13/15** FED ID: _____
- The maximum amount of this Agreement is: **\$25,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Danielle Bradbery” on stage at the Pacific Amphitheatre on Thursday, August 13, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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



CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TRUE FAITH ENTERTAINMENT, INC. F/S/O DANIELLE BRADBERRY		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Gayle Holcomb, Agent	TALENT AGENCY I.D. # 91549	
ADDRESS William Morris Endeavor Entertainment, LLC 9601 Wilshire Boulevard, Third Floor, Beverly Hills, CA 90210 (310) 859-4461		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer	<input type="checkbox"/> Exempt per:	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Chris Young	
Support 1	Daniele Bradbery	\$25,000
Support 2	TBD	\$0

Today's Date	5/11/15	Expiration Date	5/14/14	Revision Date	TBD
Performance Date	8/13/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Gayle Holcomb	Agency	William Morris Endeavor
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$42.50	\$19,805.00
Orchestra 1	1,421	85	8	1,328	32.50	43,160.00
Orchestra 2	1,054	85	8	961	27.50	26,427.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	22.50	58,860.00
Terrace 2	2,486	100	14	2,372	17.50	41,510.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$189,762.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	25,000	25,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$115,500	\$115,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> Financial terms: \$25,000 flat for Danielle Bradbery to support Chris Young. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. CONTINGENT UPON CHRIS YOUNG APPROVAL AND CONFIRMATION. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), and Orange County for 150 days before the performance date. As an agency of the State of California, the venue is not permitted to provide performance deposits. This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. Fair / festival style advertising. Runner is available for day of show only transportation within a 15-mile radius of the venue. Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. Artist is allotted 20 complimentary tickets for this performance. Complimentary tickets can be arranged through the Production Manager on the performance day. Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. The house not includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> Catering is capped at \$3500 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. Alcohol and tobacco products will not be provided. There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Page 2 of 2

Lisa Jordan
 Talent Buyer
 5/15/2015 10:14
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Thursday, August 13, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Thursday, August 13, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-132-15PA
REGISTRATION NUMBER 1417753

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

VALENTINE ROAD CORPORATION F/S/O WILLIE NELSON

2. The term of this Agreement is: **07/19/15** through **07/19/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$105,000.00**

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 present “Willie Nelson” on stage at the Pacific Amphitheatre on Sunday, July 19, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)

VALENTINE ROAD CORPORATION F/S/O WILLIE NELSON

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

c/o Rod Essig, Agent

40240

ADDRESS

**Creative Artists Agency
 401 Commerce Street, Penthouse, Nashville, TN 37219
 (615) 383-8787**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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.)

**The Pacific Amphitheatre
 Performance Offer**

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

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Co-Headline	Willie Nelson	\$105,000
Co-Headline	Allison Krauss & Union Station feat Jerry Douglas	\$0
Support 2	TBD	\$0

Today's Date	11/24/14	Expiration Date	11/24/14	Revision Date	TBD
Performance Date	7/19/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Rod Esslg	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Rod.Esslg@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$53.00	\$24,804.00
Orchestra 1	1,419	85	8	1,326	45.50	60,333.00
Orchestra 2	1,052	85	8	959	38.00	36,442.00
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	30.50	70,455.00
Terrace 2	2,794	100	14	2,680	23.00	61,640.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$253,674.00

Ticket Add-Ons						
Source	Per Ticket					
Fair Admssion	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$105,000	\$105,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$195,500	\$195,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$105,000 flat for Willie Nelson to co-headline with Alison Krauss & Union Station featuring Jerry Douglas. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Willie Nelson is allotted 30 orchestra level and 20 terrace level complimentary tickets. Alison Krauss 30 complimentary tickets. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional rider(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Talent Buyer	Artist Representative
4/3/2015 10:15	Date
Date	Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 19, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 19, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Sound pressure levels must not exceed:

1. 85 dB, no weighting, at the top of the berm (approximately 338 feet from stage). The mix board is approximately 110 feet from the stage. Random readings will be taken throughout sound check and performance.
2. 100 dB, no weighting, at FOH.
3. 55 dB, in surrounding neighborhoods (distance is typically 1,000 feet or more from the Pac Amp FOH location).
4. If any one of the above conditions is exceeded, regardless of compliance in the remaining areas, you will be asked to reduce levels to comply.

House sound will include stage monitors. District agrees to use Artist's monitor system, at Artist's request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound restrictions. Random readings may be taken by District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s). Contractor agrees that upon discovery or notification by either the District, a designated sound monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon reasonable notice by District immediately adjust the sound level to come into compliance with sound level specifications.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies. In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

CONTRACT NUMBER SA-133-15FT	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:
32nd 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 . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . THE MIXING GLASS
---	--

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 – **Mixology Display and Demonstration 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 (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
 Other Exhibits (*List*) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME THE MIXING GLASS			
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 Gabrielle Dion, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 3313 Hyland Ave. # A-6, Costa Mesa, CA 92626 (714) 760-9150 info@themixingglassshop.com			
FUND TITLE N/A	ITEM N/A	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. To provide mixology retail display and demonstrate mixology techniques from July 17 – August 16 for the 2015 OC Fair in the OC Promenade.
- B. To provide staff or volunteer professional bartenders (cocktail related) to conduct demonstrations and answer questions from patrons, Wednesday – Sunday, three (3) times daily for approximately 30-40 minutes. Exact times shall be determined by the District and scheduled approximately two (2) hours apart.
- C. To set up the display area beginning Monday, July 13, through Thursday, July 16, between the hours of 9:00 a.m. and 6:00 p.m.
- D. To furnish all labor, equipment and materials necessary to perform the services described.
- E. To provide District approved promotional materials for patrons, if requested by the District.
- F. To remove all display materials on Monday, August 17, 2015, between the hours of 10:00 a.m. and 4:00 p.m.
- G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be 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 one (1) 10' x 10' space for retail display and one (1) 8' x 4' demonstration area with seating for 25-30 people in the OC Promenade.
- B. To provide storage, shelves and display props.
- C. To provide signage with name and contact information of Contractor.
- D. To provide promotion and advertising as part of the 2015 OC Fair collateral material where available.
- E. To provide all necessary credentials and parking passes.
- F. To allow sale of bar-tools and non-alcoholic mixology products by Contractor. District waives merchandise split. All items must be pre-approved by the District.

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

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-

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, 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.

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:

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

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

6. **Insurance Company:**

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

7. **Insured:**

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

OR

B. **CFSA Special Events Program:**

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

OR

C. **Master Certificates:**

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

OR

D. **Self-Insurance:**

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

II. General Provisions

A. **Maintenance of Coverage:**

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

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-134-15FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1419315		

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

32nd 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 **District**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

DENIS MARTINEZ

2. The agreement term is from **07/31/15** through **08/16/15**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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 ATTACHED

- Exhibit A – Scope of Work – **Clown 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)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) DENIS MARTINEZ			
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 Denis Martinez			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505 (209) 835-3535			
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 entertainment as, “Ravioli the Clown,” from July 31 – August 16 at the 2015 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be 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.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) 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:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-135-15GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1419392		

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

32nd 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 **District**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

DIEGO BARQUINERO

2. The agreement term is from **07/31/15** through **08/16/15**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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 ATTACHED

- Exhibit A – Scope of Work – **Clown 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)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) DIEGO BARQUINERO			
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 Diego Barquintero			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 9103 Bestel Avenue, Garden Grove, CA 92844 (805) 231-7570			
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 entertainment as, "Veekay the Clown," from July 31 – August 16 at the 2015 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be 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.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) 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:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-136-15GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1419401		

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

**32nd 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 District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . TERRY L. DONALDSON
---	--

2. The agreement term is from **07/31/15** through **08/16/15**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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 ATTACHED

- Exhibit A – Scope of Work – **Clown 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)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) TERRY L. DONALDSON			
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 Terry L. Donaldson			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 6020 Lindemann Road, Box 16G, Discovery Bay, CA 94505 (209) 835-3535			
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 entertainment as, “Sparkles the Clown,” from July 31 – August 16 at the 2015 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be 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.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) 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:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required. Payment will be 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-137-15GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1419407		

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

32nd 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 **District**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

MIKE BARNARD

2. The agreement term is from **07/17/15** through **08/02/15**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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 ATTACHED

- Exhibit A – Scope of Work – **Clown 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)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

GTC*SF **610** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.

Other Exhibits (List) **See Section 5 above.**

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




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MIKE BARNARD			
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 Mike Barnard			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 105 Dunbar Circle, Sylvester, GA 31791 (229) 881-0474			
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 entertainment as, "Tadpole the Clown," from July 17 – August 2 at the 2015 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be 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.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required on August 2, 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-138-15GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER 1419412		

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

32nd 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 **District**.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

KAREN BARNARD

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

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **6,000.00** (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 ATTACHED

- Exhibit A – Scope of Work – **Clown 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)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

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

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) KAREN BARNARD			
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 Karen Barnard			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 105 Dunbar Circle, Sylvester, GA 31791 (229) 881-0474			
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 entertainment as, “Katie the Clown,” from July 17 – August 2 at the 2015 OC Fair.
- B. To perform Clown Patrol while strolling the grounds of the OC Fair.
- C. Performances shall take place daily, except Mondays and Tuesdays.
- D. Performance times shall be designated and communicated by the District.
- E. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be 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.

DISTRICT AGREES:

- A. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required on August 2, 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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



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, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER SA-139-15FT
REGISTRATION NUMBER 1419812

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
E4C ENTERPRISES LLC

2. The term of this Agreement is: **07/16/15** through **07/22/15** FED ID:

3. The maximum amount of this Agreement is: **\$85,000.00**

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 present the “Brew Hee Haw” craft beer festival from July 18 – 19 at the 2015 OC Fair. Additional Scope of Work continued on page 2.** Pages 1 – 4
- Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 5
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 6 – 9
- Check mark one item below as Exhibit D:
 - Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 10 – 13
 - Exhibit - D* Special Terms and Conditions
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 14 – 16
- Exhibit F – Projected Brew Hee Haw Event Budget (Attached hereto as part of this agreement) Page 17

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) E4C ENTERPRISES LLC		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Carrie James, Representative		
ADDRESS 40 Coronado Pointe, Laguna Niguel, CA 92677 (949) 632-3577		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
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		

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE:

1. To the following provisions pertaining to **GENERAL RESPONSIBILITIES:**
 - a. To partner and present the “Brew Hee Haw” craft beer festival from July 18 – 19 for the 2015 OC Fair.
 - b. The sessions shall take place at the following days and times:
 - Saturday, July 18, from 12:00 p.m. – 4:00 p.m.
 - Saturday, July 18, from 5:00 p.m. – 9:00 p.m.
 - Sunday, July 19, from 1:00 p.m. – 5:00 p.m.
 - c. If ticket sales are successful, a fourth and/or fifth session may be added Friday, July 17, 2015 and/or Sunday, July 19, 2015.
2. To the following provisions pertaining to **EVENT DETAILS:**
 - a. Contractor shall obtain all appropriate permits from the Orange County Health Care Agency and ensure event is at all times operating within the parameters set forth by this agency.
 - b. Contractor shall set up the event on Thursday, July 16, 2015, between the hours of 8:00 a.m. – 4:00 p.m.
 - c. All sessions will be held rain or shine.
 - d. No refunds will be allowed unless specifically agreed to by both Parties.
 - e. The first hour of each session will be for VIP ticket holders only and will include an upgraded customer experience with mutually agreed upon elements.
 - f. Contractor shall have primary responsibility for the design of each session, including content, schedules and formats as well as securing guest speakers and demonstrators.
 - g. Contractor shall secure and coordinate participation from approximately thirty (30) craft breweries.
 - h. Contractor shall provide unlimited tastes of approximately two (2) ounces. Every effort will be made to accomplish this two (2) ounce pour through training prior to each session, direction on pour lines, small glasses, etc. However, an exact pour size is not possible, and may vary slightly more or less due to an allowance for foam/head.
 - i. That no event guest will be allowed out of the event with beer from the event, and that no event guest will be allowed in the event with beer or other beverage containers. Clear water bottles are allowed. Contractor and District personnel shall monitor these activities in tandem.
 - j. Contractor shall ensure event is completely torn down with all structures, equipment, décor and signage removed no later than 12:00 p.m., Monday, July 20, 2015.
 - k. Contractor shall remove all equipment from any back of house area by 8:00 a.m., Wednesday, July 22, 2015.
3. To the following provisions pertaining to **VOLUNTEERS & NON-PROFIT INVOLVEMENT:**
 - a. Contractor shall arrange for Big Brothers & Big Sisters of Orange County to be the Alcohol & Beverage Control (ABC) Daily License Holder for this event and will source appropriate liquor liability insurance which will be expensed to the event.
 - b. Contractor shall coordinate efforts with Boys & Girls Club of Orange County, Centennial Farm Foundation (CFF), and any other needed sources to provide volunteer servers for the event. The District shall help secure volunteer servers from the Centennial Farm Foundation and Centennial Farm Docents program. All servers must be certified by an approved “Safe Alcohol Server” course (e.g. TIPS, ServeTrain, etc.), and must produce their Certificate of Completion to Contractor and/or the District prior to Friday, July 17, 2015.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

4. To the following provisions pertaining to **MARKETING & SPONSORSHIP**:
 - a. The District has a current exclusive sponsorship agreement with Straub distributing, and that Contractor must gain District approval on the use of all brewery banners and signage for the exterior of the event tent structure to ensure there is no conflict with existing District malt beverage sponsor agreements. Any additional sponsorship agreements for the event must be pre-approved by District.
 - b. The District and any affiliates they approve have limited rights to use Contractor's proprietary event names, "Brew Hee Haw," or "Brew Hee Haw Craft Beer Roundup," and related images for these 2015 events only.
 - c. Contractor's use of the OC Fair brand must be in compliance with the District's style guide. Contractor shall obtain pre-approval from the District prior to each unique version of the brand.
 - d. Contractor and the District shall each help promote the event through marketing, advertising, website, Public Relations and social media activities. Specifically, Contractor shall market the event through Brew Ha Ha's database, website listings, print advertising, collateral materials, etc.
 - e. The District shall provide professional photography and videography services to record the event and grants Contractor permission to use photos and videos for promotional purposes.
5. To the following provisions pertaining to **SUPPLIES & DECOR**:
 - a. Contractor shall provide table coverings in keeping with the country/western décor of the event.
 - b. The District shall arrange for country/western themed décor and all production elements such as lighting, stage structure, truss units, etc., for the event per the agreed upon figures as found in Exhibit F – Projected Brew Hee Haw Event Budget.
 - c. The District shall provide stanchions, utilities, tables, chairs, and pipe & drape, etc., as authorized in the event budget (see Exhibit F).
 - d. The District shall provide and distribute standard OC Fair 21+ ID check wristbands to verify that an individual's ID has been checked prior to receiving alcohol.
 - e. Contractor shall order and distribute additional event wristbands for each guest in order to indicate paid admission to the event. Event wristbands shall be distributed after 21+ ID check and wristbands have been completed and distributed by Security and Alcohol Compliance personnel.
 - f. Contractor shall deliver existing inventory of 2,232 official 5 oz. souvenir "Brew Hee Haw" general admission tasting glasses to the event. Contractor shall submit purchase documentation identifying proof of value for reimbursement from the event.
 - g. Contractor shall select, source and order special VIP souvenir glasses in a quantity that represents their best estimate of the number of VIP guests anticipated at the event.
 - h. Contractor shall order and stock free water stations for guests throughout the event.
 - i. Contractor shall acquire sufficient craft beer to offer a minimum of sixty-one (61) craft beers from thirty (30) breweries at each session. Note: Contractor will manage an acceptable number of closed taps due to running out of craft beer during a session.
 - j. Contractor shall arrange for a disc jockey (DJ) for entertainment and announcements during the event, which shall include an adequate sound system and all necessary equipment.
 - k. Contractor shall sell related merchandise at the event. All merchandise sold will also include the OC Fair & Event Center brand, following the District's style guide requirements.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AND DISTRICT AGREE (CONT.):

6. To the following provisions pertaining to **LABOR**:
 - a. Safety and alcohol compliance is the responsibility of Contractor and the District, and the District will be fully in charge of the Security & Alcohol Compliance staff and function.
 - b. The District shall provide minimal labor resources for setup and teardown of trash cans, fencing, etc. using District Event Operations staff.
 - c. Contractor shall provide janitorial and event maintenance labor resources during and after each session.
 - d. The District shall provide janitorial and venue maintenance labor resources after the final session has concluded using District staff and contractors.
 - e. Contractor shall verify that Contractor's paid and unpaid staff, and any other contracted 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 E4C, is not a registered sex offender per the Megan's Law registry.
 - f. The District will provide working credentials and parking passes for all Contractor staff, participating breweries, guest speakers, and other support staff. Each brewery will receive working credentials for staff members working at each session.
 - g. The District will provide an additional two (2) general admission tickets for each participating brewery for business development purposes.
 - h. The District will provide a single-day working credential for each day worked, along with a single-day parking pass to non-profit volunteers.

7. To the following provisions pertaining to **TICKETING & REVENUE**:
 - a. To coordinate mutually agreeable strategies for event ticket sales and promotions, including, but not limited to, discounts, and group and sub-distribution arrangements.
 - b. Any of the events may be changed or cancelled due to low participation or for other reasons as mutually agreed upon by both Contractor and the District. Where appropriate and mutually agreed to by both Parties, refunds will be given and both Contractor and the District will split 50/50 any event expenses incurred to that point in time.
 - c. The District will be responsible for managing all ticket revenue and pre-event expenses as needed unless otherwise agreed upon by both Parties. Final distribution shall be calculated as total ticket revenue minus:
 - i. Mutually confirmed event-related expenses not to exceed the total of spending authorizations as outlined in the event budget (see Exhibit F), which shall be provided to the District and approved prior to any purchases are made.
 - ii. Any other mutually agreed upon expenses.
 - iii. Contractor must submit all purchase documentation such as receipts and/or rental agreements to the District by Wednesday, July 22, 2015.
 - d. Fifty percent (50%) of the remaining balance will go to the District and fifty percent (50%) will go to Contractor minus TEN THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS (\$10,284.00), which is the balance due to the District by Contractor from the 2014 Brew Hee Haw event, and which shall be deducted from Contractor's share of the final distribution.
 - e. District agrees to pay Contractor a total sum not to exceed EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00) upon completion of services herein required and receipt of all purchase documentation. Payment will be made no later than Friday, July 31, 2015.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5750-70

PAYMENT PROVISIONS:

Payment will be made to Contractor by July 31, 2015 upon satisfactory completion of services herein required and upon receipt of proper purchase documentation such as receipts and/or rental agreements and according to Exhibit F – Projected Brew Hee Haw Event Budget.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – PROJECTED BREW HEE HAW EVENT BUDGET

**PROJECTED REVENUE AND EXPENSE WORKSHEET
 PACIFIC AMPHITHEATRE
 OC Brew Hee Haw
 7/18/2015 - 07/19/15**

ASSUMPTIONS	100%	90%	80.0%	70% sales	60.0%	Notes
Number of Seats	2,900	2,900	2,900	2,900	2,900	
Number of Events	1	1	1	1	1	
Total Paid Attendance	2,900	2,610	2,320	2,030	1,740	
Total Complimentary Attendance	100	100	100	100	100	
Paid and Complimentary Attendance	3,000	2,710	2,420	2,130	1,840	
Average Ticket Price	\$ 45.25	\$ 45.25	\$ 45.25	\$ 45.25	\$ 45.25	\$51.00/\$39.50/0/0/0
Food & Beverage Per Capita	\$ -	\$ -	\$ -	\$ -	\$ -	
Concession Percent	0%	0%	0%	0%	0%	
Beer and Wine Per Cap	\$ -	\$ -	\$ -	\$ -	\$ -	
Concession Percent	0%	0%	0%	0%	0%	
Merchandise Per Capita	\$ -	\$ -	\$ -	\$ -	\$ -	
Merrch Concession % to Theater	0%	0%	0%	0%	0%	
Sponsorship Income	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	
Ticket Add-Ons	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$63.00/\$51.50/0/0/0

REVENUE					
Ticket Revenue	\$ 135,750	\$ 122,175	\$ 108,600	\$ 95,025	\$ 81,450
Service Charges / Rebates / Other	2,416	2,175	1,933	1,691	1,450
Fair Admission	34,800	31,320	27,840	24,360	20,880
Food & Beverage (Net)	-	-	-	-	-
Beer and Wine (Net)	-	-	-	-	-
Merchandise (Net)	-	-	-	-	-
Sponsorship	750	750	750	750	750
Miscellaneous Revenue	-	-	-	-	-
Total Revenue	\$ 173,716	\$ 156,420	\$ 139,123	\$ 121,826	\$ 104,530

EXPENSE					
Entertainment / DJ	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Administrative / Finance	2,000	2,000	2,000	2,000	2,000
Beer	11,000	11,000	11,000	11,000	11,000
Supplies	13,000	13,000	13,000	13,000	13,000
Marketing and Advertising	10,000	10,000	10,000	10,000	10,000
Box Office	450	450	450	450	450
Production	1,000	1,000	1,000	1,000	1,000
Stage Hand Labor	800	800	800	800	800
Security / Alcohol Compliance	4,000	4,000	4,000	4,000	4,000
Contracted Labor	7,000	7,000	7,000	7,000	7,000
Event Ops + Event Coord	700	700	700	700	700
Sponsorship Comissions	250	250	250	250	250
Décor	2,000	2,000	2,000	2,000	2,000
Ticket/Credit Card Fees	2,715	2,444	2,172	1,901	1,629
Electricity / Other Utilities	300	300	300	300	300
General Venue Maintenance	500	500	500	500	500
Insurance	2,500	2,500	2,500	2,500	2,500
Maintenance	500	500	500	500	500
Licenses / Permits	300	300	300	300	300
Contingency	1,000	1,000	1,000	1,000	1,000
Total Expense	\$ 63,515	\$ 63,244	\$ 62,972	\$ 62,701	\$ 62,429
Gross Profit	\$ 110,201	\$ 93,176	\$ 76,151	\$ 59,126	\$ 42,101

100% 90% 80% 70% 60%

-End Exhibit F-



AGREEMENT NUMBER SA-141-15PA
REGISTRATION NUMBER 1419680

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
OFFSPRING, INC. F/S/O THE OFFSPRING
- The term of this Agreement is: **07/30/15** through **07/30/15** FED ID:
- The maximum amount of this Agreement is: **\$197,500.00 Inclusive of Potential Paid Ticket Bonus (\$195,000.00 FLAT; \$197,500.00 at 7,743 tickets sold)**
- 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 present “The Offspring” on stage at the Pacific Amphitheatre on Thursday, July 30, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.) OFFSPRING, INC. F/S/O THE OFFSPRING	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Tim Beeding, Agent	TALENT AGENCY I.D. # 40240
ADDRESS Creative Artists Agency 401 Commerce Street, Penthouse, Nashville, TN 37219 (615) 383-8787	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, 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
<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	The Offspring	\$195,000
Support 1	The Interrupters	\$2,500
Support 2	TBD	\$0

Today's Date	2/13/15	Expiration Date	2/13/15	Revision Date	TBD
Performance Date	7/30/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Tim Beeding	Agency	Creative Artists Agency
Phone	615-383-8787	Email	Tim.Beeding@caa.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$52.50	\$24,465.00
Orchestra 1	1,421	85	8	1,328	42.50	56,440.00
Orchestra 2	1,054	85	8	961	37.50	36,037.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	32.50	85,020.00
Terrace 2	2,486	100	14	2,372	22.50	53,370.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$255,332.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$195,000	\$195,000
Support 1 Guarantee	1	2,500	2,500
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$288,000	\$288,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$195,000 flat plus \$2,500 bonus at 7,743 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. THE INTERRUPTERS SUPPORT (\$2,500) • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Race track) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

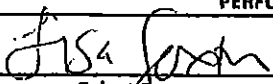
 Talent Buyer 4/3/2015 13:16 _____ Date	_____ Artist Representative _____ Date
--	---



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Thursday, July 30, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Thursday, July 30, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-142-15FT
REGISTRATION NUMBER 1419672

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

SANDSCAPES

2. The term of this Agreement is: **06/30/15** through **08/07/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$44,000.00**

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 create a 300-ton sand sculpture for 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:

- 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*

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.)

SANDSCAPES

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Greg Glenn, Partner

ADDRESS

**1571 13th Street, Los Osos, CA 93402
 (805) 528-3744; Sandscapes@earthlink.net**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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:

- A. To create one (1) 300-ton themed sand sculpture for display in Fair Square near Blue Gate from July 17 – August 16 at the 2015 OC Fair.
- B. To provide all materials, supplies and services to create the sand sculpture.
- C. Sand sculpture shall be of a mutually agreed upon design between Contractor and the District.
- D. Setup and construction of formwork will commence on Tuesday, June 30, 2015, in a space designated by the District, and will conclude Monday, July 13, 2015. Construction of sculptural work will commence on Monday, July 13, 2015, and conclude on Friday, August 7, 2015. The sculpture shall remain on display until the District determines necessary, at which time the District will remove the artwork.
- E. Additional setup and/or schedule details shall be mutually determined by Contractor and the District as necessary.
- 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. The District reserves the right to terminate any contract, at any time by giving 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 space with access to power for construction and storage of formwork beginning Tuesday, June 30, 2015, through Friday, July 13, 2015.
- B. To provide a site at Fair Square near Blue Gate with access to power, water and lighting for construction of sand sculpture. The space shall be clearly marked and available on Monday, July 13, 2015.
- C. To provide a forklift and driver to transport the formwork to the final Fair Square sand sculpture site the morning of Monday, July 13, 2015.
- D. To provide a security barrier such as fencing around the sculpture.
- E. To provide signage with Contractor's name and contact information.
- F. To provide necessary admission credentials and parking passes to the Contractor as determined necessary by the District.
- G. To pay Contractor a total sum not to exceed FORTY FOUR THOUSAND DOLLARS (\$44,000.00) upon satisfactory completion of services herein required according to the schedule found in Exhibit B – Budget Detail & Payment Provisions.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-84

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed FORTY FOUR THOUSAND DOLLARS (\$44,000.00) upon satisfactory completion of services herein required and receipt of proper invoices according to the following schedule. Breakdown is as follows:

Payment #1:

To pay Contractor a total sum not to exceed TWELVE THOUSAND DOLLARS (\$12,000.00) for rental equipment and three hundred (300) tons of construction/commercial grade sand. Payment will be made upon satisfactory completion of services herein required, receipt of proper invoice, and upon validation equipment and sand is onsite at the OC Fair & Event Center on Tuesday, June 30, 2015, as identified below:

Setup Costs:

Equipment Rental	\$3,500.00
- (1) 9,000 lb. reach forklift with bucket attachment	
- (3) rammer compactors	
- (4) days of rental inclusive of delivery, pickup and fuel	
300 Tons of Sand	\$8,500.00
- (12) truck-and-trailer deliveries of commercial grade sand	
<u>TOTAL</u>	<u>\$12,000.00</u>

Payment #2:

To pay Contractor a total sum not to exceed THIRTY TWO THOUSAND DOLLARS (\$32,000.00) for sculpture and travel costs upon satisfactory completion of services herein required and receipt of proper invoice on Friday, August 7, 2015, as identified below. Payment will be made Net 10 and sent via the US Mail.

Sand Sculpture and Travel:

Sculptor's Fee	\$24,500.00
Lumber	\$1,500.00
Hotel	\$5,000.00
Transportation/Airfare	\$1,000.00
<u>TOTAL</u>	<u>\$32,000.00</u>

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45540; and
4. Itemization of costs with corresponding fees required to perform the Scope of Work.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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, 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. 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626.
- b. For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the insured.

OR

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 property 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-143-15PA
REGISTRATION NUMBER 1420354

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
SAILOR TOURING LLC F/S/O STEVE MILLER BAND
- The term of this Agreement is: **07/24/15** through **07/24/15** FED ID:
- The maximum amount of this Agreement is: **\$227,500 Inclusive of \$5,000 Backline Buyout and Potential Paid Ticket Bonuses (\$200,000 FLAT PLUS \$5,000 Backline Buyout; \$205,000 at 6,250 tickets sold PLUS \$5,000 Backline Buyout ; \$212,500 at 7,000 tickets sold PLUS \$5,000 Backline Buyout; \$222,500 at 7,750 tickets sold PLUS \$5,000 Backline Buyout)**
- 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 present “Steve Miller Band” on stage at the Pacific Amphitheatre on Friday, July 24, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.) SAILOR TOURING LLC F/S/O STEVE MILLER BAND	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Keith Shackelford, Agent	TALENT AGENCY I.D. # 3565
ADDRESS Paradigm Talent Agency 124 12th Avenue, South, Suite 410, Nashville, TN 37203 (615) 251-4400	
STATE OF CALIFORNIA	
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, 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
<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Steve Miller Band	\$200,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	10/14/14	Expiration Date	10/31/14	Revision Date	TBD
Performance Date	7/24/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Keith Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$52.50	\$24,465.00
Orchestra 1	1,419	85	8	1,326	42.50	56,355.00
Orchestra 2	1,052	85	8	959	37.50	35,962.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	32.50	75,075.00
Terrace 2	2,454	91	14	2,349	22.50	52,852.50
Terrace 3	340	0	0	340	12.50	4,250.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,191	391	50	7,750		\$248,960.00

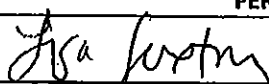
Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$200,000	\$200,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$290,500	\$290,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$200,000 flat plus \$5,000 buyout for backline plus \$5,000 bonus at 6,250 tix paid, and an additional \$7,500 bonus at 7,000 tix paid and additional \$10,000 bonus at 7,750 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION


 Talent Buyer
 4/8/2015 13:15
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, July 24, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, July 24, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-146-15PA
REGISTRATION NUMBER 1420607

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

HULEX CORPORATION F/S/O HUEY LEWIS AND THE NEWS

2. The term of this Agreement is: **08/02/15** through **08/02/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$90,000.00**

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 present “Huey Lewis and The News” on stage at the Pacific Amphitheatre on Sunday, August 2, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)

HULEX CORPORATION F/S/O HUEY LEWIS AND THE NEWS

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

c/o Keith Shackelford, Agent

3565

ADDRESS

**Paradigm Talent Agency
 124 12th Avenue, South, Suite 410, Nashville, TN 37203
 (615) 251-4400**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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.)

**The Pacific Amphitheatre
Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Huey Lewis & The News	\$90,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	2/24/15	Expiration Date	2/24/15	Revision Date	TBD
Performance Date	8/2/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Keith Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$32.50	\$15,145.00
Orchestra 1	1,421	85	8	1,328	22.50	29,880.00
Orchestra 2	1,054	85	8	961	22.50	21,622.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	12.50	32,700.00
Terrace 2	2,486	100	14	2,372	2.50	5,930.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$105,277.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$90,000	\$90,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$180,500	\$180,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$90,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based on the ability to arrive at a performance date that is mutually agreed upon by both the Artists and The OC Fair / Pacific Amphitheatre. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

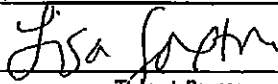
 _____ Talent Buyer 2/24/2015 13:41 _____ Date	_____ Artist Representative _____ Date
--	---



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 2, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 2, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-147-15PA
REGISTRATION NUMBER 1420723

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
AM TOURING, LLC F/S/O AUSTIN MAHONE
- The term of this Agreement is: **08/16/15** through **08/16/15** FED ID:
- The maximum amount of this Agreement is: **\$131,000.00 Inclusive of Potential Paid Ticket Bonuses (\$125,000.00 FLAT; \$126,500.00 at 6,243 tickets sold; \$128,000.00 at 6,743 tickets sold; \$129,500.00 at 7,243 tickets sold; \$131,000.00 at 7,743 tickets sold)**
- 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 present “Austin Mahone” on stage at the Pacific Amphitheatre on Sunday, August 16, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)
AM TOURING, LLC F/S/O AUSTIN MAHONE

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING _____ TALENT AGENCY I.D. # _____

c/o Keith Shackelford, Agent 3565

ADDRESS
**Paradigm Talent Agency
 124 12th Avenue, South, Suite 410, Nashville, TN 37203
 (615) 251-4400**

California Department of General Services Use Only

Exempt per:

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

[Signature]

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



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Austin Mahone	\$125,000
Support 1	mutually agreed upon support	\$0
Support 2	TBD	\$0

Today's Date	3/10/15	Expiration Date	3/17/15	Revision Date	TBD
Performance Date	8/16/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Kelth Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$45.50	\$21,203.00
Orchestra 1	1,421	85	8	1,328	38.00	50,464.00
Orchestra 2	1,054	85	8	961	30.50	29,310.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	23.00	60,168.00
Terrace 2	2,486	100	14	2,372	15.50	36,766.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$197,911.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$125,000	\$125,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$215,500	\$215,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$125,000 flat plus (4) \$1500 bonuses at 6,243, 6,743, 7,243, and 7,743 tickets paid for Austin Mahone. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. CONTINGENT UPON MUTUALLY AGREEABLE SUPPORT • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house net includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 for both headliner and support versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Josaforte
 Talent Buyer
 3/10/2015 10:30
 Date

 Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 16, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 16, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

STATE OF CALIFORNIA

SHORT FORM CONTRACT
(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-148-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE _____ % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding Sponsorship

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the **Contractor**.

**LOS ANGELES SMSA LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP DBA VERIZON WIRELESS**

2. The agreement term is from 06/22/15 through 08/18/15

3. The maximum amount payable is **\$29,000.00 SPACE FEE**

pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____

Other **\$29,000.00 SPACE FEE** (Attach list if applicable.)

4. Payment Terms:

ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

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.

Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:




STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) LOS ANGELES SMSA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP DBA VERIZON WIRELESS			
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 Harold W. Navarre, Executive Director Network (Verizon Wireless)			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS Mailing Address: 15505 Sand Canyon Ave., Building D, First Floor, Irvine, CA 92618 Business Address: One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (949) 286-8702			
FUND TITLE Sales	ITEM 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

CONTRACTOR AGREES:

- A. That space(s) shall be used for the following purpose only: installation and maintenance of two (2) truck mounted temporary cellular communications towers and related equipment.
- B. To install and calibrate all equipment prior to July 17, 2015.
- C. To work with District on reasonable and pre-approved access to Contractor installed equipment for maintenance and calibration purposes only. Contractor must check-in with the OC Fair & Event Center Safety & Security office in order to be granted access.
- D. Vehicles may not access the property during OC Fair hours, which are as follows: Wednesday through Friday from 12:00 p.m. - 11:00 p.m. and Saturday & Sunday from 10:00 a.m. - 11:00 p.m.
- E. That all staff are properly uniformed with Verizon Wireless or Contractor attire, and wear District issued badge at all times while on the property.
- F. That all equipment and installation procedures must be pre-approved by the District and that generators must comply with District-approved noise levels.
- G. To provide payment in the sum of TWENTY NINE THOUSAND DOLLARS (\$29,000) as a site fee, due upon execution of this agreement. Payment in full must be received no later than July 3, 2015. Payment shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**

- H. To remove all equipment and related materials no later than 11:59pm on Monday, August 18, 2015.
- I. To obtain all appropriate permits from applicable entities and ensure that the equipment is at all times operating within the parameters set by these organizations.
- J. To provide Certificates of Insurance and 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. One (1) 40'x40' space at Davis Lot; and
 - b. Equivalent to 19'x47' space above third base entrance to Pacific Amphitheatre.
2. To provide shore power to the tower on the third base entrance to Pacific Amphitheatre.
3. To allow Contractor to install and maintain conduits, pipes, cables and wires as necessary to operate equipment with pre-approval from the District.
4. To provide a mutually-agreed number of credential badges and parking passes for working staff to access the property.

- End Exhibit A -



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" 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 of 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 32nd 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 Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



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:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT 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-

STATE OF CALIFORNIA

SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-149-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
 SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE _____ % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding Sponsorship _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Sponsor . 4G WIRELESS, INC. A CALIFORNIA CORPORATION
---	---

2. The agreement term is from **06/15/15** through **08/18/15**

3. The maximum amount payable is **\$35,000.00 CASH**
 pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
 Other **\$35,000.00 CASH** (Attach list if applicable.)

4. Payment Terms:

ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER **Payable to: "OC Fair & Event Center"**

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.
 Other Exhibits (List) **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) 4G WIRELESS, INC. A CALIFORNIA 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 Mohammad Hornarkar, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 8871 Research Drive, Irvine, CA 92618 (714)-932-9622			
FUND TITLE Sales	ITEM 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:

1. To be a Sponsor at the 2015 OC Fair from July 17, 2015 – August 16, 2015.
2. To provide payment in the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 16, 2015.
 - a. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
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 Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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.
6. That staff members shall comply with the following requirements:
 - a. No staff member will promote brand outside of designated space(s).
 - b. Any staff member working ten (10) days or more at the 2015 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2015 OC Fair.
 - c. Any staff working less than ten (10) days will be provided single-day working credentials.
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. each Friday. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.
8. To have its displays fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday; and
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2015 OC Fair.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2015 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2015 OC Fair.



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS (CONT.)

DISTRICT AGREES:

1. To provide 4G Wireless, Inc. a California Corporation sponsorship at the 2015 OC Fair.
2. To include Sponsor name/logo in the following signage at Carnival of Products (CP #616, #716) during the 2015 OC Fair (signage to be produced/installed by the District):
 - a. One (1) 36" round, branded floor decal in front of booth(s); and
 - b. One (1) 4'x2' branded sign to display over booth(s)
3. To provide Sponsor:
 - a. 160 square feet of space located in Carnival of Products (CP #616, #716); and
 - b. 100 square feet of space located in Park Plaza (PP #6).
 - i. One (1) 10'x10' canopy for space located in Park Plaza (PP #6)
4. To provide Sponsor:
 - a. One (1) complimentary DSL line for staff use in Carnival of Products (CP #616, #716); and
 - b. One (1) complimentary dedicated Wi-Fi connection for staff use in Park Plaza (PP #6)
5. To include Sponsor logo:
 - a. In all applicable 2015 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines);
 - b. In all applicable 2015 print advertising;
 - c. In the @The Fair e-newsletter, summer issue (pending deadline); and
 - d. On the 2015 OC Fair web site with a link to the Sponsor web site.
6. To provide the following hospitality benefits:
 - a. One hundred (100) 2015 OC Fair Admission Tickets;
 - b. Twenty (20) 2015 OC Fair Parking Hang Tags for working staff;
 - c. One (1) 2015 OC Fair F Lot Parking Hang Tag; and
 - d. Twenty (20) 2015 Orchestra Level Pacific Amphitheatre Concert Tickets; maximum of ten (10) performances (pre-order deadlines and availability apply).

- End Exhibit A -



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" 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 of 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 32nd 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 Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



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:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT 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-

STATE OF CALIFORNIA

SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-150-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
 SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER _____
 DVBE _____ % N/A GFE _____
 Late reason _____
 Public Works Contractor's License _____
 Exempt from bidding Sponsorship _____

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Sponsor . MESA WATER DISTRICT
---	--

2. The agreement term is from **06/15/15** through **08/16/15**

3. The maximum amount payable is \$ **10,500.00 CASH SPONSORSHIP** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$10,500.00 CASH SPONSORSHIP** (Attach list if applicable.)

4. Payment Terms:

ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: **"OC Fair & Event Center"**

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

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC* **610** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 Other Exhibits (List) See Section 5 above.

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) MESA WATER DISTRICT			
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 Stacy Taylor, Public & Government Affairs Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1965 Placentia Avenue, Costa Mesa, CA 92627 (949) 631-1201			
FUND TITLE Sales	ITEM 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:

1. To be Presenting Sponsor of the Information Booths and Guest Services at the 2015 OC Fair from July 17, 2015 through August 16, 2015.
2. To provide payment in the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 10, 2015.)
 - a. Payments shall be remitted to the following address:

**OC Fair & Event Center
Attn: Accounts Receivable
88 Fair Drive
Costa Mesa, CA 92626**
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 Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor'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:

1. To provide Mesa Water District with Presenting Sponsorship of the Information Booths and Guest Services at the 2015 OC Fair.
2. To produce Sponsor name/logo in the following signage at all five (5) OC Fair Information Booths during the 2015 OC Fair. (Creative to be mutually designed and agreed upon by Sponsor's Ad agency and the District. Signage to be produced/installed by the District):
 - a. Four (4) 79"x18" Mesa Water District signs to be installed on all four (4) sides of each Information Booth
3. To include Sponsor logo:
 - a. In all applicable 2015 OC Fair collateral including the OC Fair Brochure, Daily Schedule, etc. (pending deadlines)
 - i. Specific inclusion in Wednesday's Daily Schedules where Water Wise Wednesday is mentioned. Wednesday inclusion dates are as follows:
 - a. July 22, 2015
 - b. July 29, 2015
 - c. August 5, 2015
 - d. August 12, 2015
 - b. In all applicable 2015 print advertising
 - c. In the @The Fair e-newsletter, summer issue (pending deadline)
 - d. On the 2015 OC Fair Guest Services splash page utilizing the following language:
 - i. "Guest Services brought to you by Mesa Water District" (Logo and link to URL provided by Sponsor)
4. Distribution of Mesa Water District flyers promoting "Water Wise" events at all five (5) OC Fair Information Booths each Wednesday of the 2015 OC Fair. Wednesday distribution dates are as follows:
 - i. July 22, 2015
 - ii. July 29, 2015
 - iii. August 5, 2015
 - iv. August 12, 2015
5. To provide the following hospitality benefits:
 - a. Twelve (12) 2015 OC Fair Admission Tickets



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the “OC Fair” 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 of 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 32nd 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 Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

AGREEMENT NUMBER SA-153-15PA
REGISTRATION NUMBER 1421077

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
DIRTY HEADS TOURING, INC. F/S/O DIRTY HEADS
- The term of this Agreement is: **08/09/15** through **08/09/15** FED ID:
- The maximum amount of this Agreement is: **\$66,000.00 Inclusive of Potential Paid Ticket Bonuses (\$60,000.00 FLAT; \$61,500.00 at 6,273 tickets sold; \$63,000.00 at 6,743 tickets sold; \$64,500.00 at 7,243 tickets sold; \$66,000.00 at 7,743 tickets sold)**
- 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 present “Dirty Heads” on stage at the Pacific Amphitheatre on Sunday, August 9, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)
DIRTY HEADS TOURING, INC. F/S/O DIRTY HEADS

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING _____ TALENT AGENCY I.D. # _____

c/o Keith Shackelford, Agent **3565**

ADDRESS
Paradigm Talent Agency
124 12th Avenue, South, Suite 410, Nashville, TN 37203
(615) 251-4400

California Department of General Services Use Only

Exempt per:

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____

[Signature]

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



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Co-headliner	Dirty Heads	\$60,000
Co-headliner	Maglc	\$0
Support 2	TBD	\$0

Today's Date	3/19/15	Expiration Date	3/19/15	Revision Date	TBD
Performance Date	8/9/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Keith Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$32.50	\$15,145.00
Orchestra 1	1,421	85	8	1,328	22.50	29,880.00
Orchestra 2	1,054	85	8	961	22.50	21,622.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	12.50	32,700.00
Terrace 2	2,486	100	14	2,372	12.50	29,650.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$128,997.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admsslon	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$60,000	\$60,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$150,500	\$150,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$60,000 flat plus (4) \$1500 bonuses at 6,273, 6,743, 7,243 and 7,743 tix paid. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. CO-HEADLINE WITH MAGIC! DIRTY HEADS TO CLOSE. The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

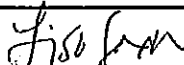
 Talent Buyer 3/19/2015 17:16 Date	Artist Representative Date
--	-------------------------------



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 9, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 9, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-154-15PA
REGISTRATION NUMBER 1421135

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
TOUR BOYZ, INC. F/S/O KALIN & MYLES
- The term of this Agreement is: **08/16/15** through **08/16/15** FED ID:
- The maximum amount of this Agreement is: **\$32,500.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Kalin & Myles” on stage at the Pacific Amphitheatre on Sunday, August 16, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TOUR BOYZ, INC. F/S/O KALIN & MYLES		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Keith Shackelford, Agent	TALENT AGENCY I.D. # 3565	
ADDRESS Paradigm Talent Agency 124 12th Avenue, South, Suite 410, Nashville, TN 37203 (615) 251-4400		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	Austin Mahone	
Support 1	Kalin & Myles	\$32,500
Support 2	TBD	\$0

Today's Date	3/30/15	Expiration Date	3/30/15	Revision Date	TBD
Performance Date	8/16/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Keith Shackelford	Agency	Paradigm
Phone	615-251-4400	Email	kshackelford@paradigmagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	506	30	10	466	\$45.50	\$21,203.00
Orchestra 1	1,421	85	8	1,328	38.00	50,464.00
Orchestra 2	1,054	85	8	961	30.50	29,310.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,726	100	10	2,616	23.00	60,168.00
Terrace 2	2,486	100	14	2,372	15.50	36,766.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$197,911.50

Ticket Add-Ons			
Source	Per Ticket		
Fair Admission	\$12.00		
Facility Fee	\$5.00		

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	32,500	32,500
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$123,000	\$123,000



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$32,500 flat for Kalin & Myles to support Austin Mahone. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. Offer is based upon the ability to arrive at a performance date that is mutually agreed upon by both the Artists and the OC Fair / Pacific Amphitheatre. CONTINGENT UPON AUSTIN MAHONE APPROVAL • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 20 terrace complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE S04 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 for both headliner and support versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Page 2 of 2

[Signature]
 Talent Buyer
 3/30/2015 10:48
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 16, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, August 16, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-155-15PA
REGISTRATION NUMBER 1421306

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
COMMON KINGS TOURING, INC. F/S/O COMMON KINGS
- The term of this Agreement is: **07/18/15** through **07/18/15** FED ID:
- The maximum amount of this Agreement is: **\$25,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Common Kings” on stage at the Pacific Amphitheatre on Saturday, July 18, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COMMON KINGS TOURING, INC. F/S/O COMMON KINGS		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Josh Humiston, Agent	TALENT AGENCY I.D. # 32610	
ADDRESS APA, Inc. 405 S. Beverly Drive, Beverly Hills, CA 90212 (310) 888-4200		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer	<input type="checkbox"/> Exempt per:	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

	Performance	Offer
Headliner	Ironation	
Support 1	Common Kings	\$25,000
Support 2	TBD	\$0

Today's Date	12/2/14	Expiration Date	12/12/14	Revision Date	TBD
Performance Date	7/18/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Val Wolfe	Agency	Agency For Performing Arts
Phone	310-859-4461	Email	gholcomb@wmeentertainment.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$22.50	\$10,530.00
Orchestra 1	1,419	85	8	1,326	12.50	16,575.00
Orchestra 2	1,052	85	8	959	12.50	11,987.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	7.50	17,325.00
Terrace 2	2,794	100	14	2,680	7.50	20,100.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$76,517.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	25,000	25,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$115,500	\$115,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$25,000 flat to support IRATION. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and Desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, Venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 25 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to Venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp, Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The hoist nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

[Signature]
 Talent Buyer
 12/2/2014 15:08
 Date

Artist Representative
 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 18, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 18, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-156-15PA
REGISTRATION NUMBER 1421610

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
WILCASSETTES LLC F/S/O BIG DATA
- The term of this Agreement is: **07/25/15** through **07/25/15** FED ID: _____
- The maximum amount of this Agreement is: **\$20,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Big Data” on stage at the Pacific Amphitheatre on Saturday, July 25, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)
WILCASSETTES LLC F/S/O BIG DATA

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____


PRINTED NAME AND TITLE OF PERSON SIGNING _____ TALENT AGENCY I.D. # _____
c/o Daniel Traci, Agent **151521**

ADDRESS
The Windish Agency
1658 N. Milwaukee Avenue, #211, Chicago, IL 60647
(773) 489-3500

California Department of General Services Use Only

Exempt per:

STATE OF CALIFORNIA

AGENCY NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature) _____ DATE SIGNED (Do not type) _____


PRINTED NAME AND TITLE OF PERSON SIGNING _____
Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Capital Cities	
Support 1	Big Data	\$20,000
Support 2	TBD	\$0

Today's Date	1/27/15	Expiration Date	1/29/15	Revision Date	
Performance Date	7/25/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Daniel Traci	Agency	Windish Agency
Phone	872-206-6975	Email	daniel@windishagency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$31.50	\$14,742.00
Orchestra 1	1,419	85	8	1,326	26.50	35,139.00
Orchestra 2	1,052	85	8	959	21.50	20,618.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	16.50	38,115.00
Terrace 2	2,794	100	14	2,680	11.50	30,820.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$139,434.50

Ticket Add-Ons					
Source	Per Ticket				
Fair Admission	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	20,000	20,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$110,500	\$110,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$20,000 flat to support Capital Cities. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 20 complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION

Asa from

Talent Buyer
 3/4/2015 11:56

Artist Representative



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 25, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 25, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-157-15PA
REGISTRATION NUMBER 1421345

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
CAPITAL CITIES TOURING LLC. F/S/O CAPITAL CITIES
- The term of this Agreement is: **07/25/15** through **07/25/15** FED ID:
- The maximum amount of this Agreement is: **\$100,000.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To present “Capital Cities” on stage at the Pacific Amphitheatre on Saturday, July 25, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CAPITAL CITIES TOURING LLC. F/S/O CAPITAL CITIES		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING c/o Josh Humiston, Agent	TALENT AGENCY I.D. # 32610	
ADDRESS APA, Inc. 405 S. Beverly Drive, Beverly Hills, CA 90212 (310) 888-4200		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Capital Cities	\$100,000
Support 1	Big Data (Windish)	\$20,000
Support 2	TBD	\$0

Today's Date	1/23/15	Expiration Date	11/1/14	Revision Date	12:00 AM
Performance Date	7/25/2014	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Josh Humiston	Agency	Agency For The Performing Arts
Phone	310-888-4267	Email	jhum@apa-agency.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$31.50	\$14,742.00
Orchestra 1	1,419	85	8	1,326	26.50	35,139.00
Orchestra 2	1,052	85	8	959	21.50	20,618.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	16.50	38,115.00
Terrace 2	2,794	100	14	2,680	11.50	30,820.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$139,434.50

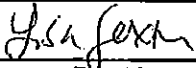
Ticket Add-Ons						
Source	Per Ticket					
Fair Admission	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$100,000	\$100,000
Support 1 Guarantee	1	20,000	20,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$210,500	\$210,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$100,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. REQUEST BIG DATA FOR SUPPORT. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musklans or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION



 Talent Buyer
 1/23/2015 17:09

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Saturday, July 25, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Saturday, July 25, 2015, if a fully signed contract has not been received by the District.

-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:**

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-158-15PA
REGISTRATION NUMBER 1421415

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

FLOWER POWER CONCERTS, INC. F/S/O HAPPY TOGETHER TOUR 2015

2. The term of this Agreement is: **07/26/15** through **07/26/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$65,000.00**

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 present “Happy Together 2015 Tour” on stage at the Pacific on Sunday, July 26, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)

FLOWER POWER CONCERTS, INC. F/S/O HAPPY TOGETHER TOUR 2015

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

c/o Howard Silverman, Agent

3702

ADDRESS

**Paradise Artists, Inc.
 108 E. Matilija Street, Ojai, CA 93023
 (805) 646-8433**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the information specified below

Performance		Offer
Headliner	Happy Together 2015	\$65,000
Support 1	TBD	\$0
Support 2	TBD	\$0

Today's Date	9/27/14	Expiration Date	10/27/14	Revision Date	TBD
Performance Date	7/26/2015	Performance Time	Mutual	Doors Open	TBD
Support 2 Start	TBD	Support 1 Start	TBD	Headliner Start	TBD
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Howle Silverman	Agency	Paradise Artists
Phone	805-646-8433	Email	howle@paradisearchists.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	ls Sexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	492	30	10	452	\$22.50	\$10,170.00
Orchestra 1	1,419	85	8	1,326	12.50	16,575.00
Orchestra 2	1,052	85	8	959	12.50	11,987.50
Orchestra 3	0	0	0	0		0.00
Terrace 1	2,420	100	10	2,310	2.50	5,775.00
Terrace 2	2,794	100	14	2,680	2.50	6,700.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,177	400	50	7,727		\$51,207.50

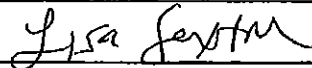
Ticket Add-Ons						
Source	Per Ticket					
Fair Admission	\$12.00					
Facility Fee	\$5.00					

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$65,000	\$65,000
Support 1 Guarantee	1	0	0
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$155,500	\$155,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$65,000 flat. Offer is "all in" and inclusive of all costs – backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through Internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION



 Talent Buyer
 2/13/2015 14:20

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 26, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Sunday, July 26, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-159-15PA
REGISTRATION NUMBER 1421489

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

SIAO THORN INC. F/S/O JEFFERSON STARSHIP

2. The term of this Agreement is: **07/31/15** through **07/31/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$21,500.00 Inclusive of Backline Buyout (\$20,000.00 FLAT PLUS \$1,500.00 Backline Buyout)**

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 present “Jefferson Starship” on stage at the Pacific Amphitheatre on Friday, July 31, for the 2015 OC Fair.	Page 1
Performance/Offer Sheet attached hereto as part of this agreement.	Pages 2 – 3
Contractor certifies compliance with applicable requirements in the talent agency section of the Labor Code (§271, §272, and §1700.5 - §1700.22).	
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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)	Pages 17 – 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

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.)

SIAO THORN INC. F/S/O JEFFERSON STARSHIP

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

c/o Howard Silverman, Agent

3702

ADDRESS

**Paradise Artists, Inc.
 108 E. Matilija Street, Ojai, CA 93023
 (805) 646-8433**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, 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.)

**The Pacific Amphitheatre
 Performance Offer**

OC Fair & Event Center • 88 Fair Drive • Costa Mesa, CA 92626

This document constitutes a formal Offer to Perform based on the Information specified below

Performance		Offer
Headliner	Three Dog Night	
Support 1	Jefferson Starship	\$20,000
Support 2	TBD	\$0

Today's Date	10/2/14	Expiration Date	10/3/14	Revision Date	TBD
Performance Date	7/31/2015	Performance Time	7:30PM	Doors Open	6:30PM
Support 2 Start	TBD	Support 1 Start	7:30PM	Headliner Start	8:30PM
Presale Date	TBD	Public Sale Date	TBD	Curfew	10PM

Agent / Agency Contact Information			
Agent	Howie Silverman	Agency	Paradise Artists
Phone	805-646-8433	Email	howie@paradiseartists.com

The Pacific Amphitheatre Contact Information					
Buyer	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Marketing	Lisa Sexton	Email	lsexton@ocfair.com	Phone	714.708.1707
Production	Ray Woodbury	Email	ray@rkde.net	Phone	909.821.3157
Contracts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Buys	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790
Counts	Jay Xudan	Email	jxudan@ocfair.com	Phone	714.708.1790

Ticket Scaling						
Section	Capacity	Comps	Kills	Sellable	Base	Gross Potential
Pit / Circle	508	30	10	468	\$30.50	\$14,274.00
Orchestra 1	1,419	85	8	1,326	20.50	27,183.00
Orchestra 2	1,052	85	8	959	15.50	14,864.50
Orchestra 3	0	0	0	0	0.00	0.00
Terrace 1	2,420	100	10	2,310	5.50	12,705.00
Terrace 2	2,794	100	14	2,680	0.50	1,340.00
Terrace 3	0	0	0	0	0.00	0.00
	0	0	0	0	\$0.00	0.00
Total Per Show	8,193	400	50	7,743		\$70,366.50

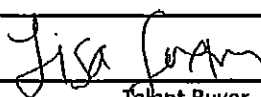
Ticket Add-Ons					
Source	Per Ticket				
Fair Admision	\$12.00				
Facility Fee	\$5.00				

Projected Performance Expenses			
Headline Guarantee	Shows	Performance Total	Run Total
Headline Guarantee	1	\$0	\$0
Support 1 Guarantee	1	20,000	20,000
Support 2 Guarantee	1	0	0
House Nut	1	75,500	75,500
Advertising	1	15,000	15,000
Total Costs		\$110,500	\$110,500



EXHIBIT A – SCOPE OF WORK (CONT.)

PERFORMANCE
<ul style="list-style-type: none"> • Financial terms: \$20,000 flat plus \$1500 backline buyout to support Three Dog Night. Offer is "all in" and inclusive of all costs—backline, extra production expense, air and ground transportation, and hotel accommodations. All financial and/or ticketing deal points are included here. 100% Billing. 40 minute set. • The Pacific Amphitheatre has market exclusivity for this performance. Should this offer be accepted, there are no plays and/or advertising are allowed within a 90 mile radius (Los Angeles, Inland Empire (including Pala, Pechanga and desert casinos), San Diego (Del Mar Fairgrounds and Del Mar Racetrack) and Orange County for 150 days before the performance date. • As an agency of the State of California, the venue is not permitted to provide performance deposits. • This offer is for the specified performance only. Any additional public event and/or gathering (e.g. VIP meet & greet, fan club up-sell) initiated by the performer or performer representation is separate from this offer, and as such, subject to costs associated with such a gathering. This includes, but is not limited to staffing, maintenance, space rental, equipment rental and insurance. For any such gathering, venue will be granted 1 guest for every 5 performer guests. These guests should not be segmented or otherwise separated from performer guests. • Venue sells merchandise at a 70/30 split on non-copyright material, and 90/10 on copyright material. • Fair / festival style advertising. • Runner is available for day of show only transportation within a 15-mile radius of the venue. • Artist is requested to participate in pre-show or post-show backstage meet and greet as arranged by promoter. • Artist is requested to participate in a minimum of one media interview request.
TICKETING
<ul style="list-style-type: none"> • Unless running concurrently with the venue presale through the venue ticket service provider, all fan club presales must end before the venue presale begins. • If the venue fulfills and distributes fan club tickets through venue will call, there will be a \$2.50 per ticket charge. • Payment on any fan club presale fulfilled through venue Box Office must be received Net 20 of the end of the fan club presale. • Artist is allotted 30 orchestra level and 20 terrace level complimentary tickets for this performance. • Complimentary tickets can be arranged through the Production Manager on the performance day. • Artist or Artist representative must request a desire to hold tickets, above and beyond complimentary ticket allotment, for potential purchase. If no request is made, tickets will not be held for this purpose. Tickets held by the Artist or Artist representative are considered sold. If these tickets have not been purchased or guaranteed to be purchased 10 business days prior to the performance date, they will be released, without notification, for public sale. • Venue may, at its discretion, offer two-for-one tickets to this performance event to venue season ticket holders. • Venue may, at its discretion, offer promotional discounts of up to 50% through its ticket service provider. • Venue may, at its discretion, offer promotional discounts of up to 50% through internet distribution services such as Groupon, Living Social, Goldstar, etc. • Venue may offer group ticket discounts of up to 15%.
PRODUCTION
<ul style="list-style-type: none"> • This offer is predicated on the fact that visiting production will be using in-house production at the Pacific Amphitheatre as described on production page of the web site: pacamp.com/pa/production/index.asp. Username: pacamp. Password: production. • Any additional gear required will be at the sole expense of the Artist. This includes, but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, hotel accommodations, pyrotechnics, video, etc. • Any labor required to make (strike and restore) changes to existing truss system are at the sole expense of the Artist. • Artist is welcome to bring additional production equipment such as, monitor systems, FOH console(s), lighting console(s) and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Artist. • If seats are killed as a result of gear that is brought in specifically for a Pacific Amphitheatre performance, the Artist will be charged back the face value of the killed seats. • The house nut includes two trucks of production. Any number of trucks beyond that will be charged \$2,000 per truck. • There is a \$5000 origination fee, plus any additional IATSE 504 labor costs, to video record the performance.
OTHER
<ul style="list-style-type: none"> • Catering is capped at \$3000 versus the cost of band touring personnel staff for meals and dressing rooms, whichever is lower. Lunch and dinner is provided for visiting production as per the production website. Any catering beyond these parameters will be at the sole expense of the Artist. • Alcohol and tobacco products will not be provided. • There is a strict 10:00 p.m. curfew imposed by the State of California. Artist assumes all financial responsibility and/or other penalties that result from a failure to comply with this curfew. • Front of stage barricades cannot be added after the performance goes on sale to the public.
PERFORMANCE OFFER AUTHORIZATION



 Talent Buyer
 10/2/2014 10:55

 Date

 Artist Representative

 Date



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5790-72

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, July 31, 2015.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

Note: Artist will not receive payment on Friday, July 31, 2015, if a fully signed contract has not been received by the District.

-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:

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, 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, 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 – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 ("Payee Data Record"). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search "Nonresident Entertainment Withholding Procedures." Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist's performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

PUBLIC ACCESS TO FACILITY

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to these stated times. These requirements are necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff's Department.

DECIBEL LEVEL

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District, in advance of their performance at the OC Fair. Please contact the District's Communications Department at (714) 708-1559 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials, may be allowed to photograph a portion of the performance for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

Ray Woodbury of RK Diversified Entertainment Inc. is the Production and Lighting contact:
(909) 821-3157
ray@rkde.net

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations:
(818) 482-0193
audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e. tour bus food service) may be requested by the Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,000.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. The District will not provide alcoholic beverages and/or tobacco products as a part of this agreement.

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply Artist/Contractor endorses the sponsor, its products, or services. Artist/Contractor shall not receive any revenues from any District sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

INDEMNIFICATION

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employees, or agents.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District; however, upon request, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

CONFLICT OF LAWS OR TERMS

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Artists Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "f/s/o" (for the services of) and immediately followed by the name of the performing Artist(s) on the preprinted blank line on the first page.

**Kathy Kramer, CFE, CMP, Chief Executive Officer or
Sharon M. Augenstein, Chief Financial Officer
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Contractor Authorized Representative

-End Exhibit E-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor

Signed: _____
Contractor's Authorized Representative

Printed Name, Title: _____

Dated: _____

AGREEMENT NUMBER SA-164-15FT
REGISTRATION NUMBER 1423647

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
MCGRATH RENTCORP dba MOBILE MODULAR MANAGEMENT CORPORATION
- The term of this Agreement is: **06/23/15** through **08/31/15** FED ID:
- The maximum amount of this Agreement is: **\$72,800.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To rent six (6) 40' x 12' restroom trailers to the 32nd District Agricultural Association (“District”) for the 2015 OC Fair. Additional Scope of Work continued on page 2.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 9
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Restroom Trailer Unit Specifications (Attached hereto as part of this agreement)	Pages 16

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) MCGRATH RENTCORP dba MOBILE MODULAR MANAGEMENT		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Harrison, Mobile Modular Operations Manager		
ADDRESS 11450 Mission Blvd., Mira Loma, CA 91752 (951) 360-6600		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
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		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- To rent to the District six (6) 40' x 12' restroom trailers ("Units") from June 23 – August 26 for the 2015 OC Fair.
- To provide the rental Units according to the following quantities, delivery and pick-up dates:

<u>Location</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Pick-up Date</u>	<u>Billing Period Begins</u>	<u>Billing Period Ends</u>	<u>Total Billing Period</u>
Gate 4 ½ (East Campground)	One (1)	06/23/15	08/24/15	06/30/15	08/27/15	2 Months
Livestock Lane	One (1)	06/23/15	08/25/15	06/30/15	08/27/15	2 Months
Family Fair Way	One (1)	06/23/15	08/26/15	06/30/15	08/27/15	2 Months
Carnival	Two (2)	06/30/15	08/21/15	06/30/15	08/27/15	2 Months
Fair Square	One (1)	07/13/15	08/20/15	07/13/15	08/21/15	1.5 Months

- The rental rate and "one-time fees" submitted in Contractor's quote dated June 18, 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 six (6) Units.

Monthly Fees						
QTY	Unit	Description	Monthly Fee	Per Item Tax	Months	All Units 2 Month Rental (Incl. Tax)
6	EA	12x40 Restroom	\$ 1,709.00	\$ 136.72	2	\$ 22,148.64
1	LOT	Ramps & Decking (total for all units)	\$ 2,250.00	\$ 180.00	2	\$ 4,860.00
<i>Total Rental (All Equipment, Full Rental Term)</i>						\$ 27,008.64
Delivery & Installation (One-Time Items)						
QTY	Unit	Description	Fee	Tax	Total One-Time Delivery & Installation Fees	
1	EA	Additional Labor, Delivery Ramp (Quick Deck)	\$ 9,200.00	No Tax	\$ 9,200.00	
6	EA	Block and Level Building	\$ 1,950.00	No Tax	\$ 11,700.00	
6	EA	Delivery Haulage	\$ 595.00	No Tax	\$ 3,570.00	
6	EA	Delivery Haulage Permit	\$ 75.00	No Tax	\$ 450.00	
<i>Total One-Time Delivery/Installation Fees</i>						\$ 24,920.00
Removal & Return Delivery (One-Time Items)						
QTY	Unit	Description	Fee	Tax	Total One-Time Removal & Return Delivery Fees	
1	EA	Additional Labor, Delivery Ramp (Quick Deck)	\$ 9,200.00	No Tax	\$ 9,200.00	
6	EA	Prepare Equipment for Removal	\$ 1,275.00	No Tax	\$ 7,650.00	
6	EA	Return Haulage	\$ 595.00	No Tax	\$ 3,570.00	
6	EA	Return Haulage Permit	\$ 75.00	No Tax	\$ 450.00	
<i>Total One-Time Removal/Return Delivery Fees (Each Trailer):</i>						\$ 20,870.00
Grand Total 2 Month Term (Inclusive of all Rental, Fees, Equipment, and Tax):						\$72,798.64

- 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. For the purposes of determining the not-to-exceed Agreement total, the "Grand Total" in Paragraph 3 above, is based on a two (2) month rental period for all Units and associated equipment. 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.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

5. To provide the Units as specified in this Agreement and according to the specifications provided in Contractor's quote dated June 18, 2015.
6. The Units shall occupy various locations within District property and shall consist of one (1) style of floor plan, as specified herein. Contractor shall obtain approval from the District prior to the installation of any equipment that differs from the exact requirements below:
 - a. Basic Trailer Unit Dimension: 40' x 12' with split layout for separate men's and women's entrance, as well as two (2) ADA compliant unisex toilet compartments each with its own entrance.
 - b. Women's: Four (4) toilet compartments (One (1) shall be ADA compliant); Two (2) sinks
 - c. Men's: Two (2) toilet compartments; (2) urinal stalls (One (1) of each shall be ADA compliant); Two (2) sinks
 - d. Unisex: Each is ADA compliant with one (1) toilet and one (1) sink
 - e. All fixtures are flush valve type.
 - f. Units have a minimum 1 1/8" subfloor.
 - g. Interior walls consist of FRP over 1/2" drywall.
 - h. All Units have fully functional exhaust fans such that all compartments are well ventilated.
 - i. Each Unit has single points of connection for water and waste.
 - j. The Units must have skirting.
 - k. Placement and ramp specifications are detailed in Paragraph 7, "Ramps & Stair Access," below.
7. Ramps & Stair Access:
 - a. Contractor has subcontracted Quick-Deck Inc. for the all decking, ramp, and stair materials.
 - b. Ramps shall be fully ADA compliant and shall taper such that the ramp threshold is level with the ground surface and no patching is required to make ramp flush to the ground.
 - c. Two (2) of the six (6) Units are to be arranged as a paired set with one (1) ramp assembly adjoining two (2) Units. The site location for this set is "Carnival." Layout for this set-up will include ramp, landing, deck with handrails and two (2) stairs. An example of a paired set-up is included as Exhibit F.
 - d. The remaining four (4) Units are set individually with adjoining ADA ramp.
8. Seismic Ties:
 - a. The utilization of seismic tie-downs is required for each Unit.
 - b. Seismic ties are included in Contractor's "block and level" fee.
 - c. Tie-down stakes shall be wholly removed by Contractor using a method pre-approved by the District. Removal of stakes by employing superficial or surface cutting is not acceptable.
 - d. The District shall be responsible for patching holes resulting from seismic tie removal.
9. All units shall have hard, pipe sewer connections (no holding tanks). Each unit shall have readily identifiable stub-outs for plumbing fixtures and either a plumbing tree in place, ready for hook-up, or one that is pre-fabricated, ready to install and hook up.
10. District staff shall be responsible for connecting and disconnecting plumbing upon Unit installation and removal.
11. Contractor shall be responsible for Unit placement, and installation and removal of all decking, ramps, stairs, seismic ties, etc.
12. 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.
13. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.
14. Contractor shall provide Units that are in good condition and Units shall be delivered clean and ready to use.
15. Contractor is responsible to ensure all necessary anchors and tie downs are installed in accordance with State approved foundation plans.



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

16. Contractor has certified Units are approved by and compliant with the requirements set forth by the California Department of Housing and Community Development (DOHCD).
17. Contractor has certified Units are compliant with all applicable federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
18. All Units and ramps shall meet state of California ADA specifications.
19. 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.
20. The Units shall be referred to and billed separately using the following Unit names:
 - a. Gate 4½ (East Campground)
 - b. Livestock Lane
 - c. Family Fair Way
 - d. Carnival (both Units)
 - e. Fair Square
21. 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.
22. 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.
23. 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 bear responsibility for connecting and disconnecting plumbing upon Unit installation and removal.
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(s) in the amount of sixty three thousand seven hundred eighty three dollars (\$63,783.00) per Unit.
4. To pay Contractor a total sum not to exceed SEVENTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$72,800.00) based upon the rates as shown in the Contractor's proposal dated June 18, 2015.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

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.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 45595. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, 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).)



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.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

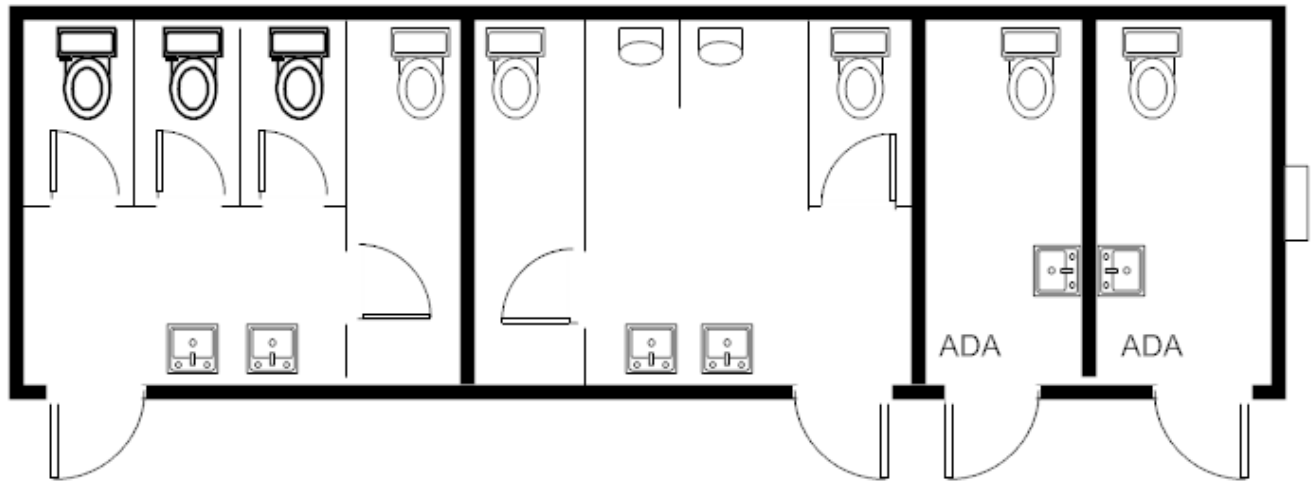
For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

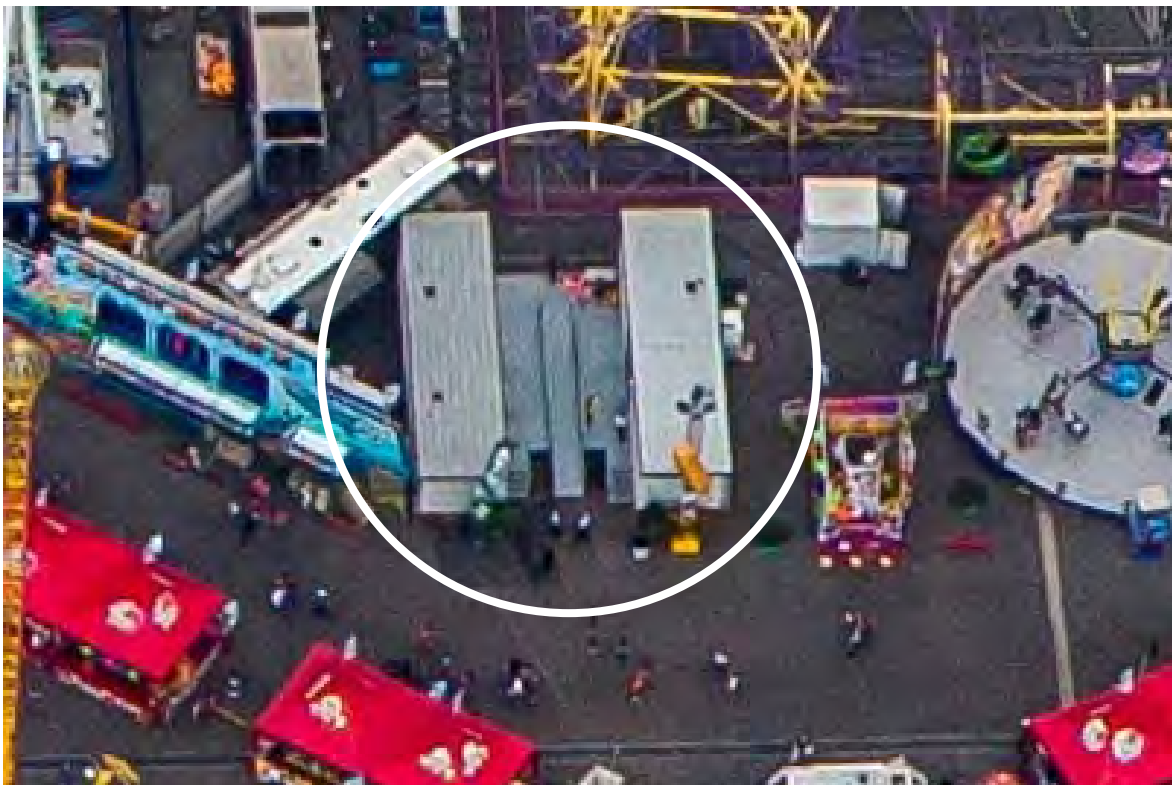
EXHIBIT F – RESTROOM TRAILER UNIT SPECIFICATIONS

Floor Plan

TT4012 (40' x 12' Box Size) Men's, Women's, and ADA Compliant Unisex



Paired Restroom Trailer Set-Up



Example of paired restroom trailer set-up with decking, ramp and stairs.

AGREEMENT NUMBER SA-165-15FT
REGISTRATION NUMBER 1423829

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME	32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME	BDK GOLF CARTS, LLC DBA ACTION GOLF CART RENTALS
- The term of this Agreement is: **06/01/15** through **08/31/15** **FED ID:**
- The maximum amount of this Agreement is: **\$73,374.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To rent electric and gas carts to the 32nd District Agricultural Association (“District”) for the 2015 OC Fair. See Page 2 for additional Scope of Work.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 8
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15
Exhibit F – Cart Schedule, Specifications & Pricing (Attached hereto as part of this agreement)	Pages 16 – 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*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) BDK GOLF CARTS, LLC DBA ACTION GOLF CART RENTALS		
BY (Authorized Signature) 		DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Don Cooley, Sales Manager		
ADDRESS 1859 North Rosemont, Mesa, AZ 85205 (480) 649-5529		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 		DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive. Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent electric and gas carts to the District, from June 1, 2015 through August 31, 2015 for the 2015 OC Fair.
2. To provide eighty-seven (87) carts (forty-six [46] electric carts and forty-one [41] gas carts) according to the schedule, specifications and pricing detailed in the "Cart Schedule, Specifications & Pricing" table included herein as Exhibit F.
3. The rental rate, refueling and delivery fees submitted in Contractor's quote and listed in *Exhibit F - Cart Schedule, Specifications & Pricing* below are inclusive of all equipment, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, rental period, preventative maintenance, and pick-up of all equipment.
4. The District reserves the right to modify rental period. The "Cost Per Day" rate listed in Exhibit F shall be used to determine any adjustments to the rental period. Any other reduced and/or additional costs, will be mutually agreed upon by Contractor and the District. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period. The District shall only be charged for actual services rendered.
5. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m. on the dates specified in Exhibit F unless otherwise directed by the District. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District.
6. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. 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 the District.
7. Service person/delivery driver shall check in with District Maintenance Department prior to beginning any services, repairs, or deliveries/pick-ups.
8. All cart(s) shall be inspected by a District representative upon delivery and pick-up. Contractor's driver shall wait while the cart(s) are inspected and shall sign off on the inspection report.
9. The pictures included in Contractor's proposal dated May 25, 2015 are representative of the quality and style of carts Contractor shall deliver to the District.
10. All cart(s) shall include working headlights, taillights and horns.
11. Strobe lights need to function independent of gas pedal such that strobe can be on while cart is stationary.
12. No flatbed cart(s) shall have an overhead canopy or a closed cab unless specifically requested.
13. No cart(s) shall have windshields unless specifically requested.
14. Contractor shall provide 8V batteries for all Pacific Amphitheatre carts.
15. Contractor is responsible for conducting all preventative maintenance during the rental period. Contractor shall call the District's Maintenance Department a minimum of 24 hours prior to intended maintenance date to confirm the date and time service mechanic will be onsite. The District will not be responsible for paying for preventative maintenance services/items, including, but not limited to, replacing batteries, spark plugs, fluids, and oil changes.
16. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor. If cart(s) cannot be repaired within the requested time frame, a replacement cart must be provided at no additional rental, freight or other cost to the District.
17. Preventative Maintenance, repairs and/or service calls may take place any time during the following hours:
 - a. June 1 – July 16: Monday through Thursday between the hours of 7:00 a.m. and 3:00 p.m., Friday between the hours of 6:00 a.m. and 2:00 p.m.
 - b. July 17 – August 16: Monday and Tuesday 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. , Friday between the hours of 6:00 a.m. and 2:00 p.m.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES (CONT.):

18. To service carts prior to delivery to the District, including, but not limited to, checking and filling oil, water, fuel and battery levels to manufacturer-recommended capacity and performing similar actions to ensure all carts arrive clean and in proper working condition.
19. To provide one (1), electric 4-Passenger fold down carts at no charge to the District for use if and/or when there is a mechanical failure on a cart. The “back-up” cart shall remain on District grounds throughout the contracted agreement term. All other terms and conditions provided herein shall be applicable to the “back-up” cart.
20. To provide twenty (20) spare tires at no charge to the District.
21. To provide four (4) 12V batteries for gas carts and two (2) trickle chargers at no charge to the District for use in the event a gas cart is not properly charged.
22. To provide additional keys, upon District request, at no charge to the District.
23. To provide an onsite mechanic no less than three (3) days prior to the annual OC Fair start date of July 17, 2015 to service all carts that were delivered before July 17, 2015.
24. The District shall not be responsible for paying for damage(s) to cart(s), except if caused directly by the District. “Service fees” shall not be charged to District for repair service calls for damage caused by either the District and/or Contractor.
25. 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. Contractor’s equipment shall be used solely in the conduct of the District’s business and for the purpose for which it is intended.
2. To allow Contractor the option of consolidating delivery/pick-up dates in order to assemble a full truck load, thus saving the District freight costs. Contractor must receive approval from the District prior to consolidating deliveries/pick-ups.
3. To cover the cost of parts and labor for cart repairs resulting from damage caused directly by the District. The District will not be responsible for paying for damage(s) to cart(s), except if caused directly by the District. The District will not pay “Service Fees” for any repair service calls.
4. 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.
5. To change flat tires if Contractor does not have a representative onsite at the time of required service.
6. To pay Contractor fifty dollars (\$50.00) per tire if spare(s) are not returned to Contractor.
7. To pay Contractor five dollars (\$5.00) per key if key(s) are not returned to Contractor.
8. To notify Contractor of service calls for repairs as soon as practicable. The cart(s) requiring repair shall be kept in the District’s Maintenance Yard for Contractor accessibility.
9. At the expiration or termination of this Agreement, to make available for pick-up by Contractor all equipment in the same operating condition, order, repair and appearance as when received (ordinary wear and tear expected) and free of all liens and encumbrances.
10. Title to the equipment shall at all times be vested in Contractor unless transferred to the District through sale. The District shall give Contractor immediate notice of any levy attempted upon said equipment or if said equipment from any cause becomes liable to seizure, and to indemnify Contractor against all loss and damages caused by any such action.

EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES (CONT.):

11. 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 carts 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.
12. To pay a total sum not to exceed seven hundred dollars (\$700.00) in fuel charges for carts not returned with a full tank. Any charges and/or invoices for fuel shall be accompanied by an itemized receipt and verification of the amount of fuel upon delivery and pick-up. The District will pay for the actual cost for fuel at the following rate:
 - a. \$4.50 per gallon for regular gas
13. To pay Contractor a total amount not to exceed SEVENTY THREE THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS (\$73,374.00). Payment shall be made by the District and paid Net 30 upon satisfactory completion of each month in which services are rendered and receipt of proper invoice.

-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 each month in which services are rendered and receipt of proper invoice. Payment will be delivered via the US Mail.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45601. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

EXHIBIT F – CART SCHEDULE, SPECIFICATIONS & PRICING

All deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in Exhibit F. The schedule below will be used to determine the “not to exceed” amount of the contract. The District shall only be charged for actual services rendered.

Supervisor	Item Type	Quantity	Unit of Measure	Item Description	Location	Deliver	Pick-Up	# of Rental Days	Cost per Day	Total (Full Rental Period)
RENEE	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Theme	06/01/15	08/21/15	81	\$16.00	\$1,296.00
KEITH	Flatbed	2	EACH	Flatbed Electric Cart - 2 Passenger - Headlights - With Pintle Hooks	Facilities	06/01/15	08/28/15	88	\$16.00	\$2,816.00
CHRIS	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Anaheim Bldg. (#16) - Home Arts	06/01/15	08/24/15	84	\$16.00	\$1,344.00
JASON	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlight	Technology & Production	06/01/15	08/21/15	81	\$16.00	\$1,296.00
JOHANNA	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Creative Services - Maintenance Yard	06/01/15	08/24/15	84	\$16.00	\$1,344.00
TERESA D.	Flatbed	2	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights - With Pintle Hooks	Livestock	06/01/15	08/21/15	81	\$16.00	\$2,592.00
JANICE	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Headlights	Facilities	06/01/15	08/21/15	81	\$10.00	\$810.00
KEITH	Tourmaster	2	EACH	Tourmaster Electric Cart - 4 Passenger - Headlights	Facilities	06/01/15	08/28/15	88	\$10.00	\$1,760.00
REYMUNDO	Flatbed	2	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights - With Pintle Hooks	Event Operations	06/09/15	08/31/15	83	\$16.00	\$2,656.00
REYMUNDO	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Headlights	Event Operations	06/09/15	08/31/15	83	\$10.00	\$830.00
CHRIS	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Centennial Farm - Silo Building (Collections)	06/15/15	07/17/15	32	\$18.00	\$576.00
JOAN	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Community Relations (@ Livestock)	06/15/15	08/21/15	67	\$16.00	\$1,072.00
JOAN	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Community Relations (@ Centennial Farm)	06/15/15	08/21/15	67	\$16.00	\$1,072.00
ROB	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Windshield - Headlights	Technology	06/15/15	07/10/15	25	\$12.00	\$300.00
BARB G.	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Centennial Farm - Silo Lawn	06/16/15	08/24/15	69	\$16.00	\$1,104.00

EXHIBIT F – CART SCHEDULE, SPECIFICATIONS & PRICING (CONT.)

Supervisor	Item Type	Quantity	Unit of Measure	Item Description	Location	Deliver	Pick-Up	# of Rental Days	Cost per Day	Total (Full Rental Period)
JASON	Flatbed	2	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlight	Technology & Production	06/17/15	08/21/15	65	\$16.00	\$2,080.00
TERESA M.	Tourmaster	2	EACH	Tourmaster Electric Cart - 4 Passenger - Windshield - Headlights	Commercial & Concessions	06/18/15	08/21/15	64	\$10.00	\$1,280.00
BETTY	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Explorium - Tent	06/19/15	08/21/15	63	\$16.00	\$1,008.00
BARBARA T.	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Visual Arts - Los Alamitos Bldg. (#14)	06/22/15	07/16/15	24	\$18.00	\$432.00
JAY	Flatbed	2	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights - "Solid/Non-inflatable" wheels.	Pacific Amphitheatre - Stage	06/22/15	08/19/15	58	\$19.00	\$2,204.00
BIANCA	Tourmaster	2	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Lights	Carnival Sales	06/27/15	08/19/15	53	\$18.00	\$1,908.00
LOVE	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Gate Operations	07/01/15	08/19/15	49	\$17.00	\$833.00
TANDEM (sponsorship)	Tourmaster	1	EACH	Tourmaster Electric Cart - 6 Passenger - Headlights	Sponsorship Sales Team	07/01/15	08/17/15	47	\$16.00	\$752.00
JASON	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Windshield - Headlights	Technology & Production	07/01/15	08/21/15	51	\$10.00	\$510.00
JACK	Flatbed	3	EACH	Flatbed Gas Cart - 2 Passenger - Headlights - Horn	Parking	07/03/15	08/20/15	48	\$18.00	\$2,592.00
JACK	Tourmaster	7	EACH	Tourmaster Gas Powered - 4 Passenger - Headlights - Strobe Lights - Horn - Capability to put back seat down for extra cargo space	Parking	07/03/15	08/20/15	48	\$10.00	\$3,360.00
LINDA	Flatbed	1	EACH	Flatbed Electric Cart - 2 Passenger - Headlights	Pacific Amphitheatre - Merchandise	07/06/15	08/18/15	43	\$17.00	\$731.00
DAN G.	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Action Sports Arena	07/06/15	08/18/15	43	\$17.00	\$731.00
PAM	Flatbed	2	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlights	Marketing	07/06/15	08/20/15	45	\$17.00	\$1,530.00
DAN G.	Flatbed	5	EACH	Flatbed Gas Powered - 2 Passenger - Headlights - Strobe Light	Entertainment	07/06/15	08/18/15	43	\$18.00	\$3,870.00
ROBIN	Tourmaster	1	EACH	Tourmaster Electric Cart - 6 Passenger - Headlights	Communications	07/06/15	08/19/15	44	\$16.00	\$704.00
DAN G.	Tourmaster	3	EACH	Tourmaster Gas Powered - 4 Passenger - Headlights	Entertainment	07/06/15	08/18/15	43	\$10.00	\$1,290.00

EXHIBIT F – CART SCHEDULE, SPECIFICATIONS & PRICING (CONT.)

Supervisor	Item Type	Quantity	Unit of Measure	Item Description	Location	Deliver	Pick-Up	# of Rental Days	Cost per Day	Total (Full Rental Period)	
PAM	Tourmaster	1	Each	Tourmaster Electric Cart - 4 Passenger - Headlights	Marketing	07/07/15	08/17/15	41	\$10.00	\$410.00	
MARTHA	Tourmaster	3	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Light	Box Office	07/07/15	08/19/15	43	\$18.00	\$2,322.00	
LOVE	Tourmaster	3	EACH	Tourmaster Gas Powered - 4 Passenger - Headlights - Strobe Light	Admissions	07/08/15	08/19/15	42	\$10.00	\$1,260.00	
LOVE	Tourmaster	1	EACH	Tourmaster Gas Powered - 4 Passenger - Headlights - Strobe Light	Parking Sales	07/08/15	08/19/15	42	\$10.00	\$420.00	
LOVE	Tourmaster	4	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Light	Admissions	07/08/15	08/19/15	42	\$18.00	\$3,024.00	
LOVE	Tourmaster	2	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Light	Parking Sales	07/08/15	08/19/15	42	\$18.00	\$1,512.00	
LOVE	Tourmaster	3	EACH	Tourmaster Gas Powered - 4 Passenger - Headlights - Strobe Light	Gate Operations	07/08/15	08/19/15	42	\$10.00	\$1,260.00	
JACK	Tourmaster	2	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Light - Horn	Parking	07/10/15	08/20/15	41	\$18.00	\$1,476.00	
JANIS	Tourmaster	3	EACH	Tourmaster - 4 Passenger - Headlights - Strobe Light	Safety & Security	07/10/15	08/18/15	39	\$10.00	\$1,170.00	
ROBIN	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Headlights	Communications	07/13/15	08/19/15	37	\$10.00	\$370.00	
JANIS	Tourmaster	3	EACH	Tourmaster Electric Cart - 4 Passenger - Headlights - Strobe Light	Sheriff's Command Post	07/13/15	08/18/15	36	\$10.00	\$1,080.00	
LOVE	Tourmaster	3	EACH	Tourmaster Gas Powered - 6 Passenger - Headlights - Strobe Light	Gate Operations	07/14/15	08/17/15	34	\$18.00	\$1,836.00	
ROBIN	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Rear seats to fold down for extra cargo space - Headlight	Communications	07/15/15	08/17/15	33	\$17.00	\$561.00	
ROB	Tourmaster	1	EACH	Tourmaster Electric Cart - 4 Passenger - Windshield - Headlights	Technology	08/07/15	08/14/15	7	\$35.00	\$245.00	
CHRIS	Flatbed	1	EACH	Flatbed Electric Cart - 4 Passenger - Headlights (2 seats to fold down for extra cargo space)	Centennial Farm - Silo Building (Collections)	08/14/15	08/24/15	10	\$40.00	\$400.00	
Cart Rental Total (All Carts, Full Rental Period)										\$64,029.00	
										Refueling	\$820.00
										Delivery	\$7,825.00
Grand Total (All Rental and Fees)										\$72,674.00	

-End Exhibit F-

AGREEMENT NUMBER SA-166-15FT
REGISTRATION NUMBER 1423578

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME	32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME	UNITED RENTALS (NORTH AMERICA) INC.
- The term of this Agreement is: **06/01/15** through **08/31/15** **FED ID:**
- The maximum amount of this Agreement is: **\$62,500.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide rental heavy equipment for the 2015 OC Fair. Delivery and pick-up fees are included in the price. See Page 2 for additional Scope of Work and detailed list of equipment. Price also includes tax and environmental fees.	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 – 7
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – Heavy Equipment Schedule (Attached hereto as part of this agreement)	Page 15

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) UNITED RENTALS (NORTH AMERICA) INC.		
BY (Authorized Signature) 		DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING James Ashmore, Area General Manager – Orange County		
ADDRESS 16300 Gothard Street, Huntington Beach, CA 92647 (714) 842-7765		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		
<input type="checkbox"/> Exempt per:		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide forty-nine (49) total pieces of rental heavy equipment to the 32nd District Agricultural Association, OC Fair & Event Center (“District”), from June 1 – August 31 for the 2015 OC Fair. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- B. To deliver and pick-up heavy equipment according to the prices, quantities, equipment specifications, department locations, and delivery/pick-up dates and times, as outlined in the “Heavy Equipment Schedule” provided herein as Exhibit F.
- C. Equipment shall be in good condition, free of sharp edges, leaks, tears and/or excessive dings or scratches.
- D. The equipment shall be referred to and billed separately using the Department Location as each piece of equipment’s name.
- E. Contractor is to service equipment 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 equipment arrives clean and in proper working condition.
- F. All equipment shall be inspected by a District representative upon delivery and pick-up. No wait fees will be charged by Contractor during receiving inspection.
- G. Equipment shall be delivered to the Maintenance Yard unless otherwise directed by the District.
- H. All deliveries and pick-ups shall take place between 7:00 a.m. and 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 in Exhibit F, unless otherwise agreed upon by the District. 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 the District.
- I. Contractor is responsible for conducting all preventative maintenance during the rental period, and is included in the rental rates provided by Contractor in the attached Exhibit F.
- J. 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.
- K. All preventative maintenance during the 2015 OC Fair, which takes place July 17 through August 16, shall be scheduled for Monday and Tuesday only, between the hours of 7:00 a.m. to 3:00 p.m.
- L. 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.
- M. Any repairs or service calls requested by the District must be performed and completed within 24 hours of the call to the Contractor.
- N. Repairs may take place any time during the following hours:
 - 1. June 1 – July 16: Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
 - 2. 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.
 - 3. August 17 – August 31: Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m.
 - a. If equipment 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.
 - b. Service person/delivery driver shall check in with the District’s Maintenance Department prior to beginning any services, repairs, or deliveries/pick-ups.
- O. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

- A. Equipment deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m., Monday through Thursday, and 6:00 a.m. to 2:00 p.m. on Fridays, pick-up time shall be Monday through Friday, from 7:00 a.m. – 3:00 p.m., on the dates specified in Exhibit F.
- B. If repair or replacement of Contractor's rented equipment is necessary due to the District's abuse, misuse, or neglect, the District will be responsible for the cost of such repair or replacement as mutually agreed upon by Contractor and the District. The District will not be responsible for separate payment of preventative maintenance services, or normal use and wear, which are included in the Contractor's pricing provided in the attached Exhibit F.
- C. To pay Contractor a total amount not to exceed SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) based upon the unit price of each item as shown in the Contractor's Price Quotations dated May 29, 2015 and June 3, 2015, respectively. Payment will be made Net 30 following the satisfactory completion of services rendered and receipt of proper invoice.

-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.

Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45596; and
4. Itemization of costs with equipment referred to and billed separately using the Department Location as each piece of equipment's name, specifications, rate, and dates of delivery/pick-up for each piece of equipment ordered.

Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – HEAVY EQUIPMENT SCHEDULE

All deliveries and pick-ups shall take place on the dates and between the hours stated with each piece of equipment. The schedule below is used to determine the “not to exceed” amount of the contract and is not a guarantee of services.

QTY	Item Description	Location	Deliver	Pick-Up	Rental Subtotal	Environmental Fee	Delivery Fee	Extended Amount	Tax	Pick-up Fee	Total Cost
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Livestock	06/01/15	08/21/15	\$1,800.00	\$23.40	\$35.00	\$1,893.40	\$151.47	\$35.00	\$2,042.07
2	15' Electric Scissor lift	Home Arts - Anaheim Bldg. (#16) Visual Arts - Los Alamitos Bldg. (#14)	06/01/15	06/05/15	\$300.00	\$3.90	\$35.00	\$373.90	\$29.91	\$35.00	\$401.01
2	26' Electric Scissor lift (narrow)	Home Arts - Anaheim Bldg. (#16) Visual Arts - Los Alamitos Bldg. (#14)	06/01/15	06/05/15	\$300.00	\$3.90	\$35.00	\$373.90	\$29.91	\$35.00	\$401.01
2	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage - Needs to be able to operate on two different fuel sources	Event Operations	06/03/15	08/31/15	\$4,090.00	\$53.17	\$35.00	\$4,213.17	\$337.05	\$35.00	\$4,547.42
Equipment Quote Total: May 29, 2015											\$7,391.52

QTY	Item Description	Location	Deliver	Pick-Up	Rental Subtotal	Environmental Fee	Delivery Fee	Extended Amount	Tax	Pick-up Fee	Total Cost
1	60' Manlift	Facilities	06/08/15	08/21/15	\$4,881.00	\$63.45	\$35.00	\$4,979.45	\$398.36	\$35.00	\$5,412.81
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Centennial Farm - Silo Building	06/16/15	08/24/15	\$1,690.00	\$21.97	\$35.00	\$1,746.97	\$139.76	\$35.00	\$1,921.73
1	30' Electric Snorkle Lift	Anaheim Bldg. (#16) - Home Arts	06/19/15	07/22/15	\$1,566.00	\$20.35	\$35.00	\$1,621.35	\$129.71	\$35.00	\$1,786.06
1	30' Snorkle Lift	Ice Museum	06/19/15	07/17/15	\$1,080.00	\$14.04	\$35.00	\$1,129.04	\$90.32	\$35.00	\$1,254.36
1	40' Manlift	Technology & Production	06/19/15	07/18/15	\$1,324.00	\$17.21	\$35.00	\$1,376.21	\$110.10	\$35.00	\$1,521.31
1	65' Manlift	Technology	06/22/15	07/10/15	\$1,627.00	\$21.15	\$35.00	\$1,683.15	\$134.65	\$35.00	\$1,852.80
1	15' Electric Scissor Lift (6' width)	Los Alamitos Bldg. (#14) - Visual Arts	06/22/15	07/16/15	\$278.00	\$3.61		\$281.61	\$22.53		\$304.14
1	26' Scissor Lift	Exhibit Promenade	06/22/15	07/17/15	\$430.00	\$5.59	\$35.00	\$470.59	\$37.65	\$35.00	\$543.24
1	Single Person Scissor Lift	Los Alamitos Bldg. (#14) - Visual Arts	06/22/15	08/21/15	\$708.00	\$9.20		\$717.20	\$57.38		\$774.58
1	30' Snorkle Lift	Exhibit Promenade	06/22/15	07/17/15	\$1,080.00	\$14.04	\$35.00	\$1,129.04	\$90.32	\$35.00	\$1,254.36
1	Pallet Jack	Anaheim Bldg. (#16) - Home Arts	06/23/15	08/20/15	\$250.00	\$3.25		\$253.25	\$20.26		\$273.51
1	30' Knuckle (gas preferred)	Explorium - Tent	06/25/15	07/16/15	\$1,017.00	\$13.22	\$35.00	\$1,065.22	\$85.22	\$35.00	\$1,185.44
1	14,000 lb. Forklift - 16', 8' Permanent Forks - Large Roll Cage	Facilities	06/29/15	08/21/15	\$3,710.00	\$48.23	\$35.00	\$3,793.23	\$303.46	\$35.00	\$4,131.69
2	5000 lb. Forklift - 6' Forks - Large Roll Cage	Facilities	06/29/15	08/21/15	\$2,400.00	\$31.20	\$35.00	\$2,466.20	\$197.30	\$35.00	\$2,698.50
1	40' Manlift	Technology & Production	06/29/15	08/21/15	\$2,378.00	\$30.91	\$35.00	\$2,443.91	\$195.51	\$35.00	\$2,674.42
1	5000 lb. Forklift - 14', 6' Permanent Forks - Large Roll Cage - Gas & Propane Option - Headlights	Parking	07/01/15	08/28/15	\$1,360.00	\$17.68	\$35.00	\$1,412.68	\$113.01		\$1,525.69
1	5000 lb. Forklift - 14', 4' Permanent Forks - Large Roll Cage - Gas & Propane Option - Headlights	Parking	07/01/15	08/28/15	\$1,360.00	\$17.68		\$1,377.68	\$110.21	\$35.00	\$1,522.89
1	5000 lb. Forklift - 6' Forks & Possible Extensions (raise 15') - Large Roll Cage	Pacific Amphitheatre - Stage	07/06/15	08/19/15	\$1,200.00	\$15.60	\$35.00	\$1,250.60	\$100.05	\$35.00	\$1,385.65
1	60' Manlift	Entertainment	07/06/15	08/17/15	\$2,877.00	\$37.40	\$35.00	\$2,949.40	\$235.95	\$35.00	\$3,220.35
1	40' Electric Scissor Lift	Pacific Amphitheatre - Stage	07/06/15	08/19/15	\$2,400.00	\$31.20	\$35.00	\$2,466.20	\$197.30	\$35.00	\$2,698.50
2	Tractor Skiploaders	Livestock	07/07/15	08/21/15	\$4,860.00	\$63.18	\$35.00	\$4,958.18	\$396.65	\$35.00	\$5,389.83
1	Bobcat - 50" wide with smooth bucket	Livestock	07/26/15	08/11/15	\$800.00	\$10.40	\$35.00	\$845.40	\$67.63	\$35.00	\$948.03
1	1 - 45' Articulating Boom Lift	Action Sports Arena	07/27/15	08/02/15	\$450.00	\$5.85	\$35.00	\$490.85	\$39.27	\$35.00	\$565.12
1	8,000 lb. Forklift - Lull Type - Extended reach forklift with reach up to 40' - Large Roll Cage	Action Sports Arena	07/27/15	08/03/15	\$675.00	\$8.77	\$35.00	\$718.77	\$57.50	\$35.00	\$811.27
1	6,000 lb. Forklift - 4' Forks and - Pneumatic Tires for Rodeo per D. Sturgis 2015	Action Sports Arena	08/03/15	08/10/15	\$245.00	\$3.18	\$35.00	\$283.18	\$22.65	\$35.00	\$340.83
1	Water Truck w/ Front & Rear Spray	Action Sports Arena	08/03/15	08/17/15	\$1,600.00	\$20.80	\$35.00	\$1,655.80	\$132.46	\$35.00	\$1,823.26
1	5000 lb. Forklift - 16', 6' Permanent Forks - Large Roll Cage	Used for Cattle Drive	08/05/15	08/09/15	\$245.00	\$3.18	\$35.00	\$283.18	\$22.65	\$35.00	\$340.83
1	65' Manlift	Technology	08/10/15	08/14/15	\$600.00	\$7.80	\$35.00	\$642.80	\$51.42	\$35.00	\$729.22
1	Caterpillar 950 Wheel Loader	Action Sports Arena	08/10/15	08/17/15	\$1,600.00	\$20.80	\$35.00	\$1,655.80	\$132.46	\$35.00	\$1,823.26
1	30' Electric Snorkle Lift	Home Arts - Anaheim Bldg. (#16)	08/14/15	08/20/15	\$450.00	\$5.85	\$35.00	\$490.85	\$39.27	\$35.00	\$565.12
1	60' Articulating Boom Lift	Pacific Amphitheatre - Stage	08/17/15	08/18/15	\$250.00	\$3.25	\$35.00	\$288.25	\$23.06	\$35.00	\$346.31
1	30' Knuckle (gas preferred)	Explorium - Tent	08/17/15	08/20/15	\$405.00	\$5.26	\$35.00	\$445.26	\$35.62	\$35.00	\$515.88
1	26' Scissor Lift	Exhibit Promenade	08/17/15	08/20/15	\$150.00	\$1.95	\$35.00	\$186.95	\$14.96	\$35.00	\$236.91
1	53' Scissor Lift	Pacific Amphitheatre - Stage	08/17/15	08/18/15	\$308.00	\$4.00	\$75.00	\$387.00	\$30.96	\$75.00	\$492.96
1	30' Snorkle Lift	Exhibit Promenade	08/17/15	08/20/15	\$375.00	\$4.87	\$35.00	\$414.87	\$33.19	\$35.00	\$483.06
1	30' Snorkle Lift	Ice Museum	08/17/15	08/21/15	\$450.00	\$5.85	\$35.00	\$490.85	\$39.27	\$35.00	\$565.12
2	15' Electric Scissor Lift (6' width)	Home Arts - Anaheim Bldg. (#16)	08/25/15	08/28/15	\$300.00	\$3.90	\$35.00	\$338.90	\$27.11	\$35.00	\$401.01
2	26' Electric Scissor Lift	Visual Arts - Los Alamitos Bldg. (#14)	08/25/15	08/28/15	\$300.00	\$3.90	\$35.00	\$338.90	\$27.11	\$35.00	\$401.01
Equipment Quote Total: June 3, 2015											\$54,721.07
Cumulative Total of Both Equipment Quotes											\$62,112.59
TOTAL NOT TO EXCEED AMOUNT OF CONTRACT											\$62,500.00

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent to the District one (1) 29' x 16' 6" (24' 9" x 8' 1" box) restroom trailer with Men's, Women's, and ADA compartments from June 16 – August 19 for the 2015 OC Fair at the rates as specified in Contractor's proposals dated 06/03/15 and 06/16/15. 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.
2. Delivery shall take place Tuesday, June 16, 2015 between the hours of 7:00 a.m. and 3:00 p.m.
3. Pickup shall take place Wednesday, August 19, 2015 between the hours of 7:00 a.m. and 3:00 p.m.
4. To provide a 30+ ADA ROYALE EXECUTIVE RESTROOM TRAILER rental unit according to the following specifications:
 - a. Restroom trailer to contain a seven hundred fifty (750) gallon waste tank allowing for a maximum one thousand five hundred (1,500) average uses with individual partition stalls
 - b. Charcoal gray trim and white wall coverings, dove gray steel doors
 - c. Electric flushing toilets
 - d. Air conditioning/heating
 - e. Interior lighting, mirrors, soap, paper towels, dual paper rolls and sanitary seat pads.
 - f. The Women's side includes three (3) private restrooms and one (1) room temperature water sink.
 - g. The Men's side includes one (1) private restroom, three (3) urinals and one (1) room temperature water sink.
 - h. The private unisex ADA compliant restroom provides an electric flushing toilet, sink, baby changing station and wheelchair ramp.
 - i. 30 amp Cord ends are a NEMA TT-30P configuration
 - j. The ADA ROYALE Restroom Trailer requires water (standard garden hose connection) and power (four separate 110-volt/20-amp circuits, non GFI protected) to be operational
 - k. Two (2) garden hoses provided
5. Trailer floorplan and appearance shall be identical or nearly identical to photos and specifications presented in Contractor's proposal specified herein on attached Exhibit F unless otherwise agreed to by the District.
6. To charge a monthly rental fee of four thousand five hundred dollars (\$4,500.00) per month plus 8% tax. For the purpose of this Agreement "months" are charged on a twenty eight (28) day billing cycle. Any rental days that do not fall within a "monthly" period shall be prorated by day. Daily proration is determined by dividing monthly rate by twenty eight (28) days. No partial billing credit will be issued if equipment is picked up within first billing cycle or seven (7) days prior to the end of the billing cycle on subsequent billing.
7. To charge a one-time delivery/pickup fee of five hundred dollars (\$500.00) plus 8% tax.
8. The rental rate is inclusive of all equipment, fuel, materials, tools, and labor necessary for the delivery, installation, removal and pick-up of trailers.
9. Contractor has certified restroom trailers are compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
10. District staff shall be responsible for connecting and disconnecting plumbing and electrical upon trailer installation and removal.
11. Contractor shall be responsible for trailer placement, and installation and removal of all decking, ramps, stairs, etc.
12. Contractor shall not charge the District for ordinary use and wear of rental unit.
13. 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 with access to District property in order to deliver/install and pick-up/remove rental restroom trailer.
2. District is responsible for supplying utilities to trailer upon delivery.

EXHIBIT A – SCOPE OF WORK (CONT.)

3. 30 amp Cord ends are a NEMA TT-30P configuration. In the event that 30 amp circuits are unavailable, 15 amp connector adapters are supplied with trailer. Failure to provide 30 amp circuits may result in minimal or no use of AC/Heater and/or hot water heater.
4. District is responsible for connecting and disconnecting electrical upon trailer installation and removal.
5. District is responsible for connecting and disconnecting trailer to and from sewer upon trailer installation and removal.
6. To supply Contractor with power for set-up and removal on ADA unit.
7. District is responsible for monitoring and maintaining the inside of rental unit on a daily basis during the rental term.
8. District is responsible for emptying holding tanks as needed as well as prior to pick up.
9. Contractor shall charge the District for any missing or damaged hose(s).
10. District is responsible for cost of replacement and/or repairs to rental unit that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
11. To furnish Contractor with a Certificate of Insurance listing Contractor as additional insured for the duration of the Agreement term.
12. To pay Contractor a total sum not to exceed TWELVE THOUSAND DOLLARS (\$12,000.00) upon completion of services herein required and receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-63

PAYMENT PROVISIONS:

Payment will be made Net 30 upon satisfactory completion of services herein required at end of each monthly billing cycle and upon receipt of proper invoice.

Invoice shall be itemized and contain the District's Purchase Order (PO) number 45579. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. DISPUTES:

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

EXHIBIT F – RESTROOM TRAILER UNIT SPECIFICATIONS

ANDY GUMP ADA ROYALE EXECUTIVE RESTROOM TRAILER



Women's Side



Men's Side



ADA Stall

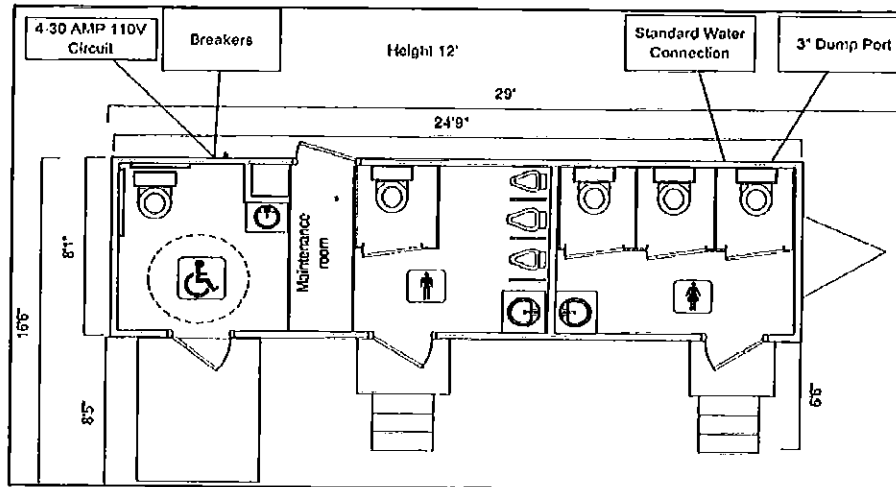


ANDY GUMP, INC.
"Expetience the Difference"
(800) 992-7755



EXHIBIT F – RESTROOM TRAILER UNIT SPECIFICATIONS (CONT.)

**Andy Gump, Inc.
30+ Oasis ADA Restroom Trailer**



Women's Side Features:

- Three Private Restrooms
- One Sink

Men's Side Features:

- One Private Restroom
- Two Porcelain Urinals
- One Sink

Additional Features:

- 1,500 Average Uses
- 750 Gallon Waste Tank
- Upgraded Vinyl Floors
- CD/Stereo
- Electric Flushing Toilets
- Air Conditioning/Heating
- Soap and Paper Towels
- Dual Paper Rolls and Sanitary Seat Pads

Requirements to be Operational:

- Water (Standard Garden Hose Connection)
- Power (Four separate 110-Volt/30Amp Circuits, Non GFI Protected)
- 30 Amp Cord Ends are a NEMA TT-30P Configuration

Note: In the event that 30 amp circuits are unavailable, 15 amp connector adapters are supplied with the trailer. Failure to provide 30 amp circuits may result in minimal or no use of AC/Heater and/or hot water heater.

Customer is responsible for supplying utilities to trailer upon delivery.

Andy Gump, Inc.
"Experience the Difference"
(800) 992-7755
www.andygump.com

-End Exhibit F-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-108-15FT	#1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
REGENTS OF THE UNIVERSITY OF CALIFORNIA
- The term of this Agreement is **07/13/15** through **08/17/15**
- The maximum amount of this **\$0.00 Amendment** Agreement after this amendment is:
- 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 #108-15FT, dated May 4, 2015, between the District and UCCE Master Gardeners of Orange County is hereby amended as follows:



CONTRACTOR AGREES:

- To amend Contractor's name from UCCE Master Gardeners of Orange County to Regents of the University of California.
- To amend Contractor's address to include University of California Cooperative Extension Orange County.

DISTRICT AGREES:

- Except as herein amended, all other terms and conditions remain as previously agreed upon.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> REGENTS OF THE UNIVERSITY OF CALIFORNIA		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Dr. Darren Haver, Director		
<small>ADDRESS</small> c/o University of California Cooperative Extension Orange County 7601 Irvine Boulevard, Irvine, CA 92618 (949) 653-1810		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
<small>AGENCY NAME</small> 32ND DISTRICT AGRICULTURAL ASSOCIATION		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
<small>ADDRESS</small> 88 Fair Drive, Costa Mesa, CA 92626		

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

AGREEMENT NUMBER SA-182-10SP	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

BOTTLING GROUP, LLC O/B/O PEPSI

2. The term of this Agreement is **07/01/10** through **12/31/15** **FED ID:**

3. The maximum amount of this Agreement is **\$599,232.84 CASH & TRADE Sponsorship Amendment (\$191,856.34 added for 07/01/15-12/31/15)**

Agreement after this amendment is: **\$127,250.00 CASH SPONSORSHIP & \$471,982.84 MEDIA TRADE over the total term (\$22,250 CASH SPONSORSHIP & \$169,606.34 MEDIA TRADE for 07/01/15-12/31/15)**

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 #SA-182-10SP, dated June 17, 2010, between the District and Bottling Group, LLC is hereby amended as follows:

SPONSOR AGREES:

- To amend Sponsor name from "Bottling Group, LLC" to "Bottling Group, LLC o/b/o Pepsi."
- To extend the term of the Agreement through December 31, 2015.
- To amend the value of the Agreement to include additional Cash Sponsorship in the amount of TWENTY TWO THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$22,250.00) and additional Media Trade in the amount of ONE HUNDRED SIXTY NINE THOUSAND SIX HUNDRED SIX DOLLARS AND THIRTY FOUR CENTS (\$169,606.34) for a six month extension to the existing term.
- The Cash Sponsorship payment must be received by the District no later than August 1, 2015. Payment shall be remitted to the following address:

**OC Fair & Event Center
 Attn: Accounts Payable
 88 Fair Dr.
 Costa Mesa, CA 92626**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BOTTLING GROUP, LLC O/B/O PEPSI		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Robert Bustos, Key Account Manager		
ADDRESS		
27717 Aliso Creek Road, Aliso Viejo, CA 92656 (949) 279-7925		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:



SPONSOR AGREES (CONTINUED):

5. Sponsor's 2015 Bottle and Can (B&C), Fountain, and Supplies pricing is incorporated herein as *Attachment A – 2015 Pricing*.
6. As they relate to the sale of Sponsor's beverages at the OC Fair & Event Center, the pricing incorporated herein shall supersede the terms of any other agreement the District, Master Concessionaire for District, Concessionaires, and any other third party selling Sponsor beverages at OC Fair and Event Center may have with Sponsor or any affiliate of Sponsor. The products, cups and CO₂ will be purchased directly from Sponsor at these established prices.
7. The exclusive beverage availability rights and limitations remain as previously agreed upon.
8. To apply the following price reductions to District, Master Concessionaire for District, Concessionaires, and any other third party selling Sponsor Beverages at OC Fair and Event Center:
 - a. \$1.00 per case reduction on 20oz Carbonated Soft Drinks.
 - b. \$0.21 per case reduction on Gatorade.

These reductions shall be applied to Sponsor's "2015 B&C Pricing" found in Attachment A – Sponsor Pricing.

STATE AGREES:

1. Except as herein amended, all other terms and conditions remain as previously agreed upon.



ATTACHMENT A – 2015 PRICING



2015 B&C Pricing



Brand	Package	#/Case	Price	Per Unit
Hydration				
SoBe Life Water	20 oz	12	\$13.93	\$1.16
Gatorade	20 oz	24	\$19.60	\$1.16
Soft Drinks/Juice Drinks/Teas				
Carbonated Soft Drinks / Brisk / Lipton	20 oz	24	\$22.30	\$0.93
Pure Leaf Tea	18.5 oz	12	\$12.48	\$1.04
SoBe Juices Plastic Bottle	20 oz	12	\$15.86	\$1.32
Fruit Shoots	10.1 oz	24	\$15.20	\$0.63
Energy Drinks				
Starbucks Doubleshot Energy Can	16 oz	12	\$21.63	\$1.79
AMP Energy	16 oz	12	\$19.18	\$1.60
Rockstar Energy	16oz	24	\$34.28	\$1.43
KICKSTART	16 oz	12	\$14.00	\$1.17



2015 Fountain Pricing




<u>Carbonated Soft Drinks</u>	<u>Per Gallon</u>	<u>Gal/box</u>	<u>Per Box</u>
Pepsi	\$13.49	5	\$67.45
Diet Pepsi	\$13.49	5	\$67.45
Sierra Mist	\$13.49	5	\$67.45
Mountain Dew	\$13.49	5	\$67.45
Mug Root Beer	\$13.49	5	\$67.45
Wild Cherry Pepsi	\$13.49	5	\$67.45
<i>Crush</i>	\$13.49	5	\$67.45
<i>Dr Pepper</i>	\$13.49	5	\$67.45
<u>Non Carbonated Drinks - Lipton / Tropicana</u>			
Lipton Unsweetened Brisk Tea	\$13.49	5	\$67.45
Lipton Brisk Tea Rasp	\$13.49	5	\$67.45
Tropicana Yellow Lemonade	\$13.49	5	\$67.45
Tropicana Pink Lemonade	\$13.49	5	\$67.45
Tropicana Fruit Punch	\$13.49	5	\$67.45



ATTACHMENT A – 2015 PRICING (CONTINUED)



2015 Supplies Pricing

DOUBLE-POLY CUPS				
	<u>Cup Pricing:</u>	<u>Qty Per Case</u>	<u>Price Per Case</u>	<u>Price Per Cup</u>
	12oz Dbl Poly Paper	2000	\$75.58	\$0.04
	16oz Dbl Poly Paper	1200	\$59.18	\$0.05
	24oz Dbl Poly Paper	1000	\$70.92	\$0.07
	32oz Dbl Poly Paper	480	\$54.20	\$0.11
44oz Dbl Poly Paper	480	\$63.75	\$0.13	
	<u>Lid Pricing:</u>	<u>Qty Per Case</u>	<u>Price Per Case</u>	<u>Price Per Lid</u>
	Lids for 12oz-24oz Cup	2400	\$47.94	\$0.02
	Lids for 32oz-44oz Cup	960	\$41.15	\$0.04
OTHER SUPPLY ITEMS				
	<u>Size</u>	<u>Case Pack</u>	<u>Price Per Case</u>	<u>Cost/Unit</u>
Straws	10.25"	2000	\$28.07	\$0.01
	7.75"	5000	\$46.00	\$0.01
CO2		<u>Refundible</u>	<u>Price Per</u>	
		<u>Deposit</u>	<u>Cylinder</u>	
	20lb	\$25.00	\$22.06	
	50lb	\$25.00	\$33.10	

- End Attachment A -

**OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
OCC-1501	AMVETS Post 18	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/01/15	\$200.00
OCC-1502	Brothers In Arms Foundation	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1503	Democratic Party of Orange County	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1504	Orange County Deaf Advocacy Center	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1505	Orange County Human Trafficking Task Force	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1506	Orange County Intergroup Association	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1507	Orange County Narcotics Anonymous	Orange County Connection	Exhibitor	Memorial Way	08/02/15-08/16/15	\$200.00
OCC-1508	Overeaters Anonymous-OC Intergroup	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1509	Project Wipeout	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1510	Republican Party of Orange County	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/16/15	\$200.00
OCC-1511	Southern California Indian Center, Inc.	Orange County Connection	Exhibitor	Memorial Way	07/15/15-08/01/15	\$200.00
OCC-1512	TOPS (Take Off Pounds Sensibly)	Orange County Connection	Exhibitor	Memorial Way	08/02/15-08/16/15	\$200.00
OCC-1513	Al-Anon Groups-Orange County Intergroup	Orange County Connection	Exhibitor	Memorial Way	08/02/15-08/16/15	\$200.00
R-102-15	Mobilemoney, Inc.	To provide and maintain ATM machines	ATM services	Various locations	06/01/15-05/31/16	Not less than 58% of all customer surcharge transaction processing fees
R-105-15	Costa Mesa - Orange Coast Lions Club	Costa Mesa - Orange Coast Lions Club Dinner	Private event	Baja Blues Restaurant	06/03/15	Payment: \$39.00 In-Kind Trade: \$675.00
R-112-15	Point B	Point B Practice Meeting	Meeting	Centennial Farm, Millennium Barn	06/26/15	\$2,808.25
R-114-15	North American Science Associates, Inc. (NAMSA)	NAMSA Company Picnic	Private event	Hospitality Area	07/25/15	\$576.50
R-115-15	Japan Product Promotion	OC Japan Fair	Cultural festival	Main Mall, Los Alamitos Buidling, South Lawn	08/28/15-08/31/15	\$43,356.25

OC FAIR & EVENT CENTER
 RENTAL AGREEMENTS FOR BOARD APPROVAL
 JUNE 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-121-15	Alamo Amusements	Alamo Amusements Parking	Parking	Campground	05/26/15-06/01/15	\$774.00
R-122-15	Advanced Marketing & Distribution Inc.	Advanced Marketing - Automotive Distribution Event	Automotive research	Anaheim Building	06/11/15-06/12/15	\$6,947.00
R-125-15	Butler Amusements, Inc.	Butler Amusements Camping and Parking	Camping and parking	Campground	05/25/15-05/31/15	\$3,568.00
R-127-15	Focus 360, Inc.	Focus 360 Company Picnic	Private event	Hospitality Area	08/12/15	\$636.50
FT-062-15	Drive Me Cookie LLC	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-063-15	Monsieur Madame LLC	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00
FT-064-15	Tokyo Doggie Style	Food Truck Fare, Imaginology, Fair	Food truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00-\$400.00

REVIEWED RW

APPROVED [Signature]

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **AMVETS Post 18** 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

OC Fair – July 17 – August 16, 2015 (closed Mondays and Tuesdays)

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **\$200, which is non-refundable, for exhibit space rental the first half of fair, 7/17 – 8/1/15 (closed Mondays & Tuesdays).**
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**AMVETS Post 18
35200 Cathedral Canyon Dr #195
Cathedral City, CA 92234**

**32ND 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 _____

REVIEWED RW

APPROVED [Signature]

DATE: March 26, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Brothers In Arms 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable for exhibit space rental the entire run of fair, (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Brothers In Arms Foundation
6551 Silverspur Lane
Huntington Beach, CA 92648**

**32ND 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 _____

REVIEWED RW

APPROVED [Signature]

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Democratic Party 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(I) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair, (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Democratic Party of Orange County
1916 W Chapman Ave. – Ste B
Orange, CA 92868**

**32ND 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 _____

REVIEWED RW

APPROVED JH

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair, (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Orange County Deaf Advocacy Center
2255 W. Ball Road #2430
Anaheim, CA 92814**

**32ND 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 _____

REVIEWED RW

APPROVED JA

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Human Trafficking Task Force** 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8' table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 – August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair, (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Orange County Human Trafficking Task Force
1221 E Dyer Rd – Ste 120
Santa Ana, CA 92705**

**32ND 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 _____

REVIEWED RW

APPROVED JA

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Intergroup Association** 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair, (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

Orange County Intergroup Association
1526 Brookhollow Drive - #75
Santa Ana, CA 92705

32ND 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 _____

REVIEWED RW

APPROVED JH

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Orange County Narcotics Anonymous** 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: **Exhibit setup: Sunday August 2, from 8am – 9am.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8' table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 – August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the second half of fair 8/2 – 8/16/15 (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

Orange County Narcotics Anonymous
8133 Los Altos Drive
Buena Park, CA 90620

32ND 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 _____

REVIEWED RW

APPROVED [Signature]

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Overeaters Anonymous-OC Intergroup** 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

Overeaters Anonymous-OC Intergroup
1905 E. 17th St. – Ste 322
Santa Ana, CA 92705

32ND 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 _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32ND DISTRICT AGRICULTURAL ASSOCIATION hereinafter called the Association, and 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10’x10’ space. Space rental includes (1) 10’x10’x10’ tent with (1) 8’ table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays).
5. **See Exhibits “B”, & “C” which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Project Wipeout
9772 Cornerbrook Dr
Huntington Beach, CA 92646**

**32ND 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 _____

REVIEWED BW

APPROVED [Signature]

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Republican Party 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the entire run of fair (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

**Republican Party of Orange County
1422 Edinger Ave. – Ste 110
Tustin, CA 92780**

**32ND 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 _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Southern California Indian Center, 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: **Exhibit setup: Wednesday July 15 only, from 8am – 6pm.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 – August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the first half of fair, 7/17 – 8/1/15 (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

Southern California Indian Center, Inc.
10175 Slater Ave. – Ste 150
Fountain Valley, CA 92708

32ND 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 _____

REVIEWED RW

APPROVED [Signature]

DATE: March 16, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **TOPS (Take Off Pounds Sensibly)** 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: **Exhibit setup: Sunday August 2, from 8am – 9am.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8' table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 – August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the 2nd half of fair, 8/2 – 8/16/15 (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

TOPS (Take Off Pounds Sensibly)
17792 Heidi Circle
Yorba Linda, CA 92886

32ND 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 _____

REVIEWED RW

APPROVED [Signature]

DATE: April 8, 2015

FAIRTIME: XX

INTERIM

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32ND DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Al-Anon Groups – Orange County Intergroup** 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: **Exhibit setup: Sunday August 2, from 8am – 9am.**
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: **(1) 10'x10' space. Space rental includes (1) 10'x10'x10' tent with (1) 8'table, (2) chairs, table cover and electric for plug-ins.**
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
OC Fair – July 17 –August 16, 2015 (closed Mondays and Tuesdays)
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$200, which is non-refundable, for exhibit space rental the 1st half of fair, 7/17 – 8/1/15 (closed Mondays and Tuesdays).
5. **See Exhibits "B", & "C" which are incorporated into and made a part of the Rental Agreement. Signed Rental Agreements are due on or before May 4, 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, the undersigned agrees to abide by the Orange County Connection Exhibitor Guide. By this reference, the Exhibitor Guide 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.

Al-Anon Groups-Orange County Intergroup
12391 Lewis – Ste 102
Garden Grove, CA 92840

32ND 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 _____

REVIEWED _____

DATE June 15, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and MOBILEMONEY, 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 **Beginning June 1, 2015 and ending on May 31, 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:

Various locations, as indicated in Exhibit "A"

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

TO PROVIDE AND MAINTAIN ATM MACHINES

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Not less than 58% of all customer surcharge transaction processing fees

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.

MOBILEMONEY, Inc.
941 Calle Negocio
San Clemente, CA, 92673

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Larry Dunwald, President

Title: Kathy Kramer, Chief Executive Officer

AGREEMENT: R-102-15
DATE: March 21, 2015
WITH: MOBILEMONEY, Inc.
PHONE: (888) 414-6866

EXHIBIT "A"

This Agreement covers ATM services to be provided by MOBILEMONEY, INC., hereinafter called the Contractor, for the 32nd District Agricultural Association, hereinafter called the District.

DATES OF AGREEMENT: June 1, 2015 and ending on May 31, 2016

Contractor shall locate mobile ATMs at District's facility as negotiated with the District. District is willing to permit Contractor to locate the mobile ATMs based on the terms and conditions set forth herein.

Contractor makes no representation or warranties with regard to the size of the attendance at the events or the level of business that will be done by the mobile ATMs.

OPERATING PRIVILEGE

1. The District hereby grants Contractor the sole and exclusive right and privilege to place, position, operate and maintain mobile ATMs at the OC Fair & Event Center. This shall not apply to permanent stationary ATMs existing at the facility prior to the effective date of this agreement.
2. Contractor's occupancy shall be limited to Automated Teller Machines provided by Contractor and serviced by Contractor to maintain, replenish and improve accessibility of cash.
3. Contractor shall possess the right to occupy the space(s) described below, subject to the terms and conditions of this agreement to provide, place and maintain various ATMs on District Property as designated by District Management.
4. Contractor shall also provide labor, customer support, supplies and materials related to the ATMs.
5. Contractor shall ensure that malfunctioning machines are repaired or replaced within sixty (60) minutes during all events.
6. Contractor shall maintain sufficient amounts of cash in all ATMs at all times. District reserves the right to designate sufficiency of cash in each machine.
7. Contractor shall, at its own expense, maintain an adequate supply of paper and ribbons for ATM usage.
8. Contractor shall ensure that all machines remain clean from dirt and debris, and all signage remains visible and attractive to the District's satisfaction.
9. Contractor warrants, including the condition of the ATMs, its merchantability or fitness for particular purpose, and its ability to be licensed, permitted and registered to provide the service to be rendered to District hereunder.
10. District shall extend dedicated operating electrical power for Contractor within three (3) feet of an ATM site and provide power at District cost. All other expenses associated with the contract shall be the sole responsibility of Contractor, in addition to the expense of installation and monthly recurring costs.

PLACEMENT OF ATMs

11. Contractor may not transfer or move ATMs without prior approval from the District.

12. Locations of ATMs shall be designated by District Management. At District's sole discretion, locations may change from time to time in accordance with the numerous events located on District property. District agrees to provide Contractor five (5) days advance notification of such events in order for Contractor to facilitate the transfer of machines and/or to increase number of machines.
13. There shall be a minimum of eight (8) permanent ATMs at various locations on District property.
 - a. One (1) east of the Baja Blues ramp during the Speedway Season
 - b. One (1) inside the Baja Blues
 - c. Two (2) west portion of the Main Mall
 - d. One (1) east portion of the Main Mall
 - e. Two (2) east of Blue Gate
 - f. One (1) near Fair Drive in Lot A near the Tel Phil snack bar
14. The District will provide one (1) electrical power outlet (110 Volt) for each ATM.

PAYMENT

15. Contractor agrees to pay to the District, for rights and privileges hereby granted, an amount for each transaction made at the ATMs called a transaction processing fee or surcharge fee. A "transaction" shall mean any withdrawal made from a cardholder's account for which a transaction processing fee or surcharge fee is collected. No other service related charges, fees or transaction surcharges except for the above transaction processing fees shall be permitted, dispersed, paid or quantified by Contractor.
16. The Customer Transaction Processing Fee shall be solely determined by the District. The Customer Transaction Processing Fee shall be \$3.00 per transaction. Each individual transaction may involve withdrawals up to \$200.00.
17. Contractor agrees to pay the District an amount not less than 58% per transaction processing fee.
18. District Management reserves the right to adjust the Customer Transaction Processing Fee at any time.
19. Contractor agrees that payments to the District for transaction processing fees shall be due by the 10th day of each month for the prior month's transactions, including a summary of transactions for each machine. During the annual OC Fair, daily activity reports must be provided to the District as requested by the District.
20. In the event any transaction or daily settlement amount is disputed by a cardholder's financial institution or the processor and, as a result, charged back by that cardholder's financial institution or processor, Contractor shall be responsible for that amount plus any assessed fees. Contractor shall not offset or reduce any transaction processing fees payable to the District.

ADVERTISING/SPONSORSHIP

21. District and contractor shall mutually agree on revenue sharing terms prior to District pursuing sponsorship branding or advertisements on ATM's, excluding presentation of District's logo or OC Fair theme artwork/video screen messaging which the District may implement at any time. Contractor will help facilitate the branding or advertising, but shall be reimbursed for any out of pocket expenses for extra signage or advertising fees.

INSURANCE

22. Contractor agrees to provide and maintain proper insurance coverage against loss, theft, damage and/or destruction of the ATMs.
23. 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 the termination of said contract. If at any time during the term of the contract, Contractor fails to maintain any of the insurance requirements, the District may, at District's option and in addition to all other remedies available, declare a material breach of contract by the Contractor and terminate the contract.

24. The phrase "fails to maintain any of the insurance requirements" shall include, but is not limited to, notification received by District that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent. In no event is District responsible for the payment of premiums or deductibles of any required coverage. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to District, the State of California, and other additional insureds, named in the contract shall be secondary. Nothing contained in the Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude District from taking other actions available to it under the contract documents or by law.

COMPLIANCE

25. Contractor agrees it will comply with all applicable laws, rules and regulations of the State and Federal jurisdictions, including but not limited to all laws, rules and regulations relating to the use, licensing or operations of ATMs, such as sections of the Americans with Disabilities Act Accessibility Guidelines.
26. District agrees that the processing services provided by Contractor consists in part of computer programs, procedures, forms and other related materials which have been acquired, licensed or developed by Contractor and are trade secrets which are of great value to Contractor. District will make its best efforts not to disclose to others any confidential or proprietary information. All service and trademarks developed by Contractor shall be the property of Contractor.
27. Contractor warrants that it has not been terminated from settlement or card transactions by any financial institution or determined to be in violation of MasterCard or Visa rules and regulations.
28. Contractor shall comply with all applicable laws and regulations, and obtain necessary licenses, permits or registrations to conduct its business and provide processing services herein.
29. The District retains the right of final approval for all work to be performed.
30. Contractor shall be responsible for property damaged, lost or destroyed due to negligence or intentional acts of Contractor or its employees. Contractor shall be responsible for the conduct of its sub-contractors, employees and/or agents.
31. Contractor agrees to provide a written confirmation of costs, for approval by District Management, prior to the initiation of any additional requested services.
32. Contractor and Contractor's employees shall dress uniformly and shall be courteous and efficient as well as neat and clean in appearance at all times. Identification as Contractor's employee shall be prominently displayed at all times.
33. Contractor agrees to comply with any requirements arising from any audits/evaluations conducted by District management, the Department of Food & Agriculture, and/or the Attorney General's Office.
34. Contractor's performance during the entire period of the contract shall be subject to the supervision of District Management. Contractor agrees that District Management, at its sole discretion, may determine that a person or agent utilized by Contractor is detrimental to District operations due to his or her appearance, conduct, or demeanor. Contractor agrees to remove such person or agent from operations as a result of such matter. Determination by District Management regarding these matters shall be final.
35. Contractor agrees to observe and comply with all fire regulations as required by State Fire Marshal.
36. Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter any ticket, admission, permit or license issued by the District to Contractor or its employees.
37. It is mutually agreed that the awarded contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the District.

38. In no way will the awarded contract create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.
39. It is mutually understood and agreed that no alteration or variation of the terms of the contract shall be valid unless made in writing and signed by the parties hereto. No oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
40. The Agreement is not binding upon the District until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food & Agriculture. Contractor represents and warrants that the signatory to the contract is empowered to represent Contractor to enter into the contract and to bind Contractor to the terms and conditions contained herein.
41. Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as Contractor's authorized representative.
42. All vehicles and equipment shall be provided by Contractor. All vehicles and equipment must be maintained and clean 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.
43. 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.
44. Megan's Law Screening: In accordance with District policy, all entities conducting business on District property 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 District premises. This screening 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 the District for any negligence arising out of or connected with their obligations pertaining to the required screening (Part X).
45. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.
46. The District reserves the right to terminate any contract at any time by giving 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.
47. The District is aware that Contractor contracts armed personnel to be on site to service their equipment.

FAIR TIME

48. Up to five (5) Contractor employees, representatives or agents will be granted free admittance during the annual OC Fair for the purpose of service, technical support and security of the mobile ATMs.
49. Two (2) parking spaces will be granted during the annual OC Fair for above specified technical support.

REVIEWED _____

DATE June 15, 2015

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Costa Mesa-Orange Coast Lions 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: from **June 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:

Costa Mesa-Orange Coast Lions Club Dinner

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Payment = \$39.00**In-Kind Trade = \$675.00**

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.

Costa Mesa-Orange Coast Lions Club
2527 Duke Place
Costa Mesa, CA 92626

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: **Walden Hughes, Event Organizer**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: Costa Mesa-Orange Coast Lions Club Dinner
Contact Person: Walden Hughes
Event Date: 06/03/2015

Contract No: R-105-15
Phone: (714) 454-3281
Hours: 6:00 PM - 9:00 PM

Vehicle Parking Fee: No Charge

Projected Attendance: 30

Facility Rental Fee

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday Baja Blues Restaurant	06/03/2015 06:00 PM - 09:00 PM	Event	675.00
Total:			675.00

*See In-Kind Trade details under payment schedule

***In-Kind Trade Total:** \$675.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
-Any request for equipment not listed on this agreement will result in additional charges.				
Total:				See Summary

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u> Clean Up Grounds Attendant	Estimate 2:Hours	2.00 HR	19.50 HR	39.00
-Any request for personnel not listed on this agreement will result in additional charges.				
Total:				\$39.00

Summary

OCFEC In-Kind Trade: Facility Rental Total				\$675.00
	In-Kind Trade Total:			\$675.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$39.00
	Grand Total:			\$39.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/26/2015	\$39.00
Payment Total:		\$39.00

*In-Kind Trade of facility usage in exchange for the opportunity to promote the 2015 OC Fair.

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 **June 15, 2015**

APPROVED _____

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Point B** 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 26, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Point B Practice Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$2,808.25

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.

Point B
1420 Fifth Avenue, Suite 2200
Seattle, WA 98101

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Lisa Richl, Meeting & Event Planner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Point B Practice Meeting
 Contact Person: Lisa Riehl
 Event Date: 06/26/2015

Contract No: R-112-15
 Phone: (714) 366-5901
 Hours: 11:30 AM - 7:00 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 30

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Centennial Farm (Family Event)	06/26/2015 04:30 PM - 07:00 PM	Event	No Charge
Millennium Barn (Meeting)	06/26/2015 11:30 AM - 05:00 PM	Event	875.00

-Move out must be completed by 11:59 PM on Friday - June 26, 2015 to avoid additional charges. Total: 875.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift (Bleachers)	Estimate 4	4.00 HR	75.00 HR	300.00
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 1 Hour	1:00 HR	75.00 HR	75.00
Total:				698.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Centennial Farm				
Set Up				
Farm Docent	Flat Fee (Placement of animals inside the barn)	1.00 EA	100.00 EVT	100.00
Event Operations				
Set Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Event Day				
Janitorial Attendant	Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Clean Up				
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
Safety & Security				
Security Attendant	06/26/2015 04:00 PM - 07:30 PM	1.00 EA	19.50 HR	68.25
Insurance				
S.E.L.I. Insurance	06/26/2015	1.00 EA	60.00 DAY	60.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Friday - June 26, 2015.</i>				
Total:				735.25

Summary

Facility Rental Total	\$875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,433.25
Refundable Deposit	\$500.00
Grand Total:	\$2,808.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/26/2015	\$2,808.25

EXHIBIT A

Event Information

Total:	\$2,808.25
Payment Total:	\$2,808.25

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

OVATIONS

All food and beverage service must be discussed with and approved by Oventions, the OCFEC Master Concessionaire.

DRAFT

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and North American Science Associates, Inc. (NAMSA) 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 **July 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:

NAMSA Company Picnic

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$576.50

- 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.

North American Science Associates, Inc. (NAMSA)
9 Morgan
Irvine, CA 92618

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Erica Ventura, Human Resources Business Partner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: NAMSА Company Picnic
 Contact Person: Daisy Ureno
 Event Date: 07/25/2015

Contract No: R-114-15
 Phone: (949) 951-3110
 Hours: 11:00 AM - 2:00 PM

Admission Prices: Group Order purchased through Tandem

Vehicle Parking Fee: Group Order purchased through Tandem

Projected Attendance: 50-80

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Hospitality Area	07/25/2015 10:00 AM - 11:00 AM	Move In	No Charge
Hospitality Area	07/25/2015 11:00 AM - 02:00 PM	Event	500.00
Hospitality Area	07/25/2015 02:00 PM - 03:00 PM	Move Out	No Charge

Note: Fair Opens at 10:00 AM.

- Move out must be completed by 3:00 PM on Saturday - July 25, 2015.

Total: 500.00

Estimated Reimbursable Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
<u>Event Operations</u>				
Ground Attendant (<i>Post Event Cleanup</i>)	Estimated 1 Hour	1.00 HR	19.50 HR	19.50
Janitorial Attendant	Estimated 2 Hours	2.00 HR	19.50 HR	39.00

Admission

Group Order

PAID THROUGH TANDEM

Parking

Group Order

PAID THROUGH TANDEM

Total: 76.50

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$76.50
Grand Total:	\$576.50

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
06/10/2015	\$576.50

Total: \$576.50

Payment Total: \$576.50

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.

INSURANCE

NAMSА has agreed to submit a certificate of insurance.

OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Japan Product Promotion** 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 28 - 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:

OC Japan Fair

- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted; the amounts and in the manner set forth below:

\$43,356.25

- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Japan Product Promotion
1405 Marcelina Avenue, #104
Torrance, CA 90501

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Masataka Taguchi, Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: OC Japan Fair
 Contact Person: Masataka Taguchi
 Event Dates: 08/28/2015 - 08/31/2015

Contract No: R-115-15
 Phone: (617) 875-9602
 Hours: Friday: 6:00 PM - 11:00 PM
 Saturday: 11:00 AM - 10:00 PM
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: 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>
Friday			
½ Main Mall	08/28/2015 08:00 AM - 06:00 PM	Move In	No Charge
Los Alamitos Building (#14)	08/28/2015 08:00 AM - 06:00 PM	Move In	No Charge
South Lawn	08/28/2015 08:00 AM - 06:00 PM	Move In	No Charge
Friday			
½ Main Mall	08/28/2015 06:00 PM - 11:00 PM	Event	700.00
Los Alamitos Building (#14)	08/28/2015 06:00 PM - 11:00 PM	Event	2,600.00
South Lawn	08/28/2015 06:00 PM - 11:00 PM	Event	800.00
Saturday			
½ Main Mall	08/29/2015 11:00 AM - 10:00 PM	Event	700.00
Los Alamitos Building (#14)	08/29/2015 11:00 AM - 10:00 PM	Event	2,600.00
South Lawn	08/29/2015 11:00 AM - 10:00 PM	Event	800.00
Sunday			
½ Main Mall	08/30/2015 10:00 AM - 05:00 PM	Event	700.00
Los Alamitos Building (#14)	08/30/2015 10:00 AM - 05:00 PM	Event	2,600.00
South Lawn	08/30/2015 10:00 AM - 05:00 PM	Event	800.00
Monday			
½ Main Mall	08/31/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	08/31/2015 06:00 AM - 12:00 PM	Move Out	No Charge
South Lawn	08/31/2015 06:00 AM - 12:00 PM	Move Out	No Charge

- Move out must be completed by 12:00 PM on Monday - August 31, 2015 to avoid additional charges.

Total: 12,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 2	2.00 EA	25.00 EA	50.00
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Barricade	Estimate 20	20.00 EA	15.00 EA	300.00
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 70	70.00 EA	18.00 EA	1,260.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,500.00 EVT	2,500.00
Forklift	Estimate 7 Hours	7.00 HR	75.00 HR	525.00
Hang Tags	Estimate 80	80.00 EA	12.00 EA	960.00
Portable Electronic Message Board	08/28/2015 - 08/30/2015	2.00 EA	75.00 EA/DAY	450.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Table (Rectangle)	Estimate 20	20.00 EA	15.00 EA	300.00
Ticket Booth	TBD	TBD EA	100.00 EA	TBD

Total: 7,945.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 6 Hours	6.00 HR	47.50 HR	285.00

EXHIBIT A

Event Information

Plumber	Estimate 2 Hour	2.00 HR	47.50 HR	95.00
Event Day				
Grounds Attendant Lead	08/28/2015 04:00 PM - 12:00 AM	1.00 EA	30.00 HR	240.00
Grounds Attendant	08/28/2015 04:00 PM - 12:00 AM	4.00 EA	19.50 HR	624.00
Janitorial Attendant	08/28/2015 04:00 PM - 12:00 AM	8.00 EA	19.50 HR	1,248.00
Electrician	08/28/2015 04:00 PM - 12:00 AM	1.00 EA	47.50 HR	380.00
Grounds Attendant Lead	08/29/2015 10:00 AM - 11:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	08/29/2015 10:00 AM - 11:00 PM	4.00 EA	19.50 HR	1,014.00
Janitorial Attendant	08/29/2015 10:00 AM - 11:00 PM	8.00 EA	19.50 HR	2,028.00
Electrician	08/29/2015 10:00 AM - 11:00 PM	1.00 EA	47.50 HR	617.50
Grounds Attendant Lead	08/30/2015 09:00 AM - 05:30 PM	1.00 EA	30.00 HR	255.00
Grounds Attendant	08/30/2015 09:00 AM - 05:30 PM	4.00 EA	19.50 HR	663.00
Janitorial Attendant	08/30/2015 09:00 AM - 05:30 PM	8.00 EA	19.50 HR	1,326.00
Electrician	08/30/2015 09:00 AM - 05:30 PM	1.00 EA	47.50 HR	403.75
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 15 Hours	15.00 HR	19.50 HR	292.50
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 6 Hours	6.00 HR	47.50 HR	285.00
Plumber	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Sales & Services				
Event Coordinator	08/28/2015 05:00 PM - 12:00 AM	1.00 EA	40.00 HR	280.00
Event Coordinator	08/29/2015 10:00 AM - 11:00 PM	1.00 EA	40.00 HR	520.00
Event Coordinator	08/30/2015 09:00 AM - 05:30 PM	1.00 EA	40.00 HR	340.00
Parking				
Set up				
Parking Attendant Lead	08/28/2015 12:00 PM - 09:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	08/28/2015 12:00 PM - 09:00 PM	3.00 EA	19.50 HR	526.50
Safety & Security				
Security Attendant Lead	08/28/2015 05:30 PM - 11:30 PM	1.00 EA	30.00 HR	180.00
Security Attendant	08/28/2015 05:30 PM - 11:30 PM	6.00 EA	19.50 HR	702.00
Overnight Security Attendant	08/28/2015 11:00 PM - 08/29/2015 08:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant Lead	08/29/2015 10:30 AM - 10:30 PM	1.00 EA	30.00 HR	360.00
Security Attendant	08/29/2015 10:30 AM - 10:30 PM	6.00 EA	19.50 HR	1,404.00
Overnight Security Attendant	08/29/2015 10:00 PM - 08/30/2015 08:00 AM	1.00 EA	19.50 HR	195.00
Security Attendant Lead	08/30/2015 09:30 AM - 05:30 PM	1.00 EA	30.00 HR	240.00
Security Attendant	08/30/2015 09:30 AM - 05:30 PM	6.00 EA	19.50 HR	936.00
Outside Services				
Emergency Medical Services	08/28/2015 05:30 PM - 11:30 PM (Estimate Only)	2.00 EA	20.00 HR	240.00
Emergency Medical Services	08/29/2015 10:30 AM - 10:30 PM (Estimate Only)	2.00 EA	20.00 HR	480.00
Emergency Medical Services	08/30/2015 09:30 AM - 05:30 PM (Estimate Only)	2.00 EA	20.00 HR	320.00
Sound Engineer	08/28/2015	1.00 EA	750.00 DAY	750.00
Sound Engineer	08/29/2015	1.00 EA	750.00 DAY	750.00
Sound Engineer	08/30/2015	1.00 EA	750.00 DAY	750.00
State Fire Marshal	Estimate Only	1.00 HR	263.00 HR	263.00

Total: 20,611.25

Summary

Facility Rental Total	\$12,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$28,556.25

EXHIBIT A

Event Information

Refundable Deposit		\$2,500.00
	Grand Total:	\$43,356.25

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/28/2015	\$1,500.00
Second Payment	06/29/2015	\$13,952.25
Third Payment	07/28/2015	\$13,952.00
Fourth Payment	08/14/2015	\$13,952.00
	Total:	\$43,356.25
	Payment Total:	\$43,356.25

Please Remit Payment in *Check Only*
****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

CANOPIES/TENTS

No canopies or tents allowed in the buildings or breezeways per State Fire Marshal code. Any violation provides the Fire Marshal the right to close the building.

HEALTH DEPARTMENT

Japan Product Promotion has agreed to be the Health Department coordinator for all food vendors at the 2015 OC Japan Fair.

MAIN MALL

All food vendors in the Main Mall must cover the ground surface with a non-flammable tarp.

OUTSIDE FOOD VENDORS

Ovations, the OCFEC Master Concessionaire will allow the Event Producer to operate independent food booths at \$175.00 per each 10'x10' space for the first thirty (30) food booths. Each food booth in excess of the first thirty (30) 10'x10' spaces will be charged \$150.00 per space. The Sake booth will be charged a \$175.00 total fee regardless of size. Ovations will invoice OC Japan Fair for the total amount due and will require full payment prior to the start of the event. OC Japan Fair has agreed to allow Ovations to set up five (5) food booths at no charge to Ovations. The five (5) food booths do not include the two (2) beer booths that Ovations will also operate. Payment must be made by no later than Thursday, August 27, 2015.

PEPSI BEVERAGES

The OCFEC is a Pepsi only facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

SAKE and BEER

Should OC Japan Fair choose to have their own Sake booth and keep all the proceeds, OC Japan Fair agrees to pay for an Ovations supervisor at \$15.00 per hour, and has the option of using the Ovations supervisor as a cashier. Ovations will be allowed to operate two (2) beer booths at no charge to Ovations.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Monitor/Engineer must be on site for sound check and all music performances. **All amplified music/sound must end by 9:00 PM on Friday and Saturday.** Bull horns or similar devices are not allowed. Vendors are

EXHIBIT A

Event Information

prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. **Should the OCFEC Sound Monitor or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Japan Product Promotion must comply with request.**

3-COMPARTMENT SINKS

All 3-compartment sinks must be on site for installation by Friday, August 28, 2015 at 8:00 AM. Late arrivals may result in an increase above the number of Plumber set up hours listed on Exhibit A. Additional plumber labor is \$47.50 per hour.

Title: Masataka Taguchi, Producer

Title: Sharon Augenstein, Chief Financial Officer

Title: Juan Quintero, Ovations General Manager

DRAFT

REVIEWED _____

DATE June 15, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Alamo Amusements** 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 26 - June 1, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Alamo Amusements Parking

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$774.00

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.

Alamo Amusements
722 Colwyn Pass
San Antonio, TX 78216

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Philip Sheridan, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Alamo Amusements Parking
 Contact Person: Philip Sheridan
 Event Dates: 05/26/2015 - 06/01/2015

Contract No: R-121-15
 Phone: (210) 749-7979
 Hours: 12:00 AM - 11:59 PM Daily

Parking Fee: See Estimated Equipment Fees

Projected Attendance: 2 or 3 Vehicles

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday - Monday Campground	05/26/2015 12:00 AM - 06/01/2015 10:00 AM	Bunkhouse & Trailer Parking	See Below

-Move out must be completed by 10:00 AM on Monday - June 1, 2015 to avoid additional charges. Total: See Below

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Bunkhouse	05/26/2015 - 05/31/2015	3.00 EA	30.00 EA/DAY	540.00
Trucks & Trailers	05/26/2015 - 05/31/2015	1.00 EA	14.00 EA/DAY	84.00
Total:				624.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
--------------------	------------------	--------------	-------------	---------------

Any additional request for personnel not listed on this agreement will result in additional charges.

Summary

Estimated Equipment, Reimbursable Personnel and Services Total	\$624.00
Refundable Deposit	\$150.00
Grand Total:	\$774.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/26/2015	\$774.00
Total:		\$774.00

Payment Total: \$774.00

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.

CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

CARNIVAL RIDES

Carnival rides are not permitted to be housed on trailers that are parked on site. Only empty trailers are permitted.

SOUND ORDINANCE

Loud music/noise is not permitted in parking lot due to nearby residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, Alamo Amusements must comply with request.

REVIEWED _____

DATE June 15, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Advanced Marketing & Distribution 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

June 11 - 12, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Advanced Marketing - Automotive Distribution Event

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$6,947:00

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.

Advanced Marketing & Distribution Inc.
16691 Noyes Avenue
Irvine, CA 92606

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Youseff Philips, Event/Product Support

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Advanced Marketing - Automotive Distribution Event
 Contact Person: Youseff Philips
 Event Dates: 06/11/2015 - 06/12/2015

Contract No: R-122-15
 Phone: (951) 840-7229
 Hours: Thursday: 9:00 AM - 6:00 PM
 Friday: 9:00 AM - 5:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 20-30

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday			
Anaheim Building (#16)	06/11/2015 06:00 AM - 09:00 AM	Move In	No Charge
Anaheim Building (#16)	06/11/2015 09:00 AM - 06:00 PM	Event	1,900.00
Friday			
Anaheim Building (#16)	06/12/2015 09:00 AM - 05:00 PM	Event	1,900.00
-Move out must be completed by 11:59 PM on Friday - June 12, 2015 to avoid additional charges.			Total: 3,800.00

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	TBD	TBD EA	125.00 EA/DAY	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	300.00 EVT	300.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	06/11/2015 - 06/12/2015	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift (Electrical)	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD
Total:				768.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Day				
Janitorial Attendant	06/11/2015 Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	06/12/2015 Estimate 4 Hours	4.00 HR	19.50 HR	78.00
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
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Total:				959.00

Summary

Facility Rental Total	\$3,800.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,727.00
Parking Buyout (60 vehicles at \$7.00 each)	\$420.00
Refundable Deposit	\$1,000.00

EXHIBIT A

Event Information

Grand Total: \$6,947.00

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
06/01/2015	\$6,947.00

Total: \$6,947.00

Payment Total: \$6,947.00

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.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound.

DRAFT

REVIEWED _____

DATE June 15, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Butler Amusements, Inc. hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 25 - 31, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Butler Amusements Camping & Parking

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$3,568.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Butler Amusements, Inc.
P.O. Box 2210
Fairfield, CA 94533

By _____

Title: Kelley Butler, Vice President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Butler Amusements Camping & Parking Additional Equipment Contract No: R-125-15
 Contact Person: Kelley Butler Phone: (209) 603-7000
 Event Dates: 05/27/2015 - 05/31/2015 Hours: 12:00AM - 11:59 PM Daily

Camping and Parking Fee: *See Estimated Equipment Fees* Projected Attendance: 40 - 60

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday - Sunday Campground	05/27/2015 05:00 PM - 05/31/2015 12:00 PM	Camping	See Below

-Move out must be completed by ~~12:00 Noon on Sunday - May 31, 2015~~ to avoid additional charges. Total: See Below

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5	1.00 EA	18.00 EA	90.00
Employee Bunkhouses/RV's	05/27/2015 - 05/31/2015	18.00 EA	30.00 EA/DAY	2,700.00
Trucks & Trailers	05/27/2015 - 05/31/2015	10.00 EA	14.00 EA/DAY	700.00
Total:				3,490.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Clean Up				
Grounds Attendant	Estimate 2 Hours	2:00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 2 Hours	2:00 HR	19.50 HR	39.00
Electrician	TBD	TBD HR	47.50 HR	TBD
Plumber	TBD	TBD HR	47.50 HR	TBD
Total:				78.00

Summary

Estimated Equipment, Reimbursable Personnel and Services Total	\$3,568.00
Grand Total:	\$3,568.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/28/2014	3,568.00
Total:		3,568.00
Payment Total:		3,568.00

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.

CAMPGROUND

Renter understands and acknowledges that other campers may be in OCFEC Campground during same time period that this Rental Agreement covers.

CARNIVAL RIDES

Carnival rides are not permitted to be housed on trailers that are parked on site. Only empty trailers are permitted.

SOUND ORDINANCE

Loud music/noise is not permitted as the Campground is located near residential neighborhoods. Should an OCFEC Staff representative request that the volume of music, sound or noise be lowered or turned off, Butler Amusement, Inc. must comply with request.

REVIEWED _____

DATE June 15, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Focus 360, 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 12, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Focus 360 Company Picnic

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$636.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor & South/Pier Management, Co., LP, a Delaware Limited Partnership 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.

Focus 360, Inc.
27721 La Paz Road, Suite B
Laguna Niguel, CA 92677

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Brent Chase, Owner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Focus 360 Company Picnic
 Contact Person: Peggy Chase
 Event Date: 08/12/2015

Contract No: R-127-15
 Phone: (949) 268-4113
 Hours: 12:00 PM - 2:00 PM

Admission Prices: Group Order purchased through Tandem
 Vehicle Parking Fee: Group Order purchased through Tandem

Projected Attendance: 43

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Hospitality Area	08/12/2015 10:00 AM - 12:00 PM	Move In	No Charge
Hospitality Area	08/12/2015 12:00 PM - 02:00 PM	Event	500.00
Hospitality Area	08/12/2015 02:00 PM - 03:00 PM	Move Out	No Charge

Note: Fair opens at 12:00 PM

-Move out must be completed by 3:00 PM on Wednesday - August 12, 2015.

Total: 500.00

Estimated Reimbursable Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Event Operations				
Ground Attendant (Post Event Cleanup)	Estimated 1 Hour	1.00 HR	19.50 HR	19.50
Janitorial Attendant	Estimated 2 Hours	2.00 HR	19.50 HR	39.00
Insurance				
S.E.L.I. Insurance	08/12/2015	1.00 DAY	60.00 DAY	60.00

Action Sports Arena Tickets

Group Order PAID THROUGH TANDEM

Admission

Group Order PAID THROUGH TANDEM

Carnival Wristbands

Group Order PAID THROUGH TANDEM

Parking

Group Order PAID THROUGH TANDEM

Total: 136.50

Summary

Facility Rental Total: \$500.00
 Estimated Equipment, Reimbursable Personnel and Services Total: \$136.50

Grand Total: \$636.50

Payment Schedule

First Payment Due Date: 07/13/2015 Amount: \$636.50

Total: \$636.50

Payment Total: \$636.50

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.

SPECTRA

All food and beverage service must be discussed with and approved by Spectra, the OCFEC Master Concessionaire.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Drive Me Cookie LLC hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2015 to December 31, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Drive Me Cookie LLC

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Drive Me Cookie LLC
270 Baker Street East, Suite 100
Costa Mesa, CA 92626

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Kohlman Verheyen

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

REVIEWED _____

DATE June 15, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Monsieur Madame LLC hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2015 to December 31, 2015

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Monsieur Madame LLC

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Monsieur Madame LLC
705 Marlin Drive
Laguna Beach, CA 92651

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Nissa Banet

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

REVIEWED _____

DATE June 15, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and LA Cravers, LLC dba Tokyo Doggie Style 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:

Tokyo Doggie Style

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.

**LA Cravers, LLC dba Tokyo Doggie Style
12470 Culver Boulevard, #13
Los Angeles, CA 90066**

**32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626**

By _____

By _____

Title: Allie Yamamoto

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2015 - December 31, 2015

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2015 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2015 Imaginology	April 24 - 26	9 AM - 5 PM	\$50.00 per Day
2015 OC Fair	July 17-August 16 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee is \$45 on Wednesday; \$30 on Thursday)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of May 31, 2015

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
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
New					
Revision/Amendment					

Joint Powers Authority

Invoices Paid in May 2015



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76541
Date Paid: 05/13/2015

Payment Authorization

Date: 05/12/2015

Amount: \$378,079.00

Vendor Name: AWI Builders, INC.

Invoice No.: 16

Invoice Date: 04/30/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Ph II

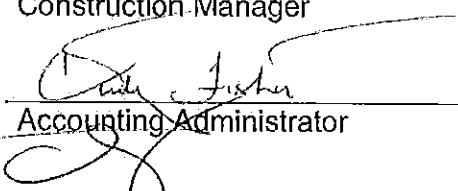
Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Project Manager

Construction Manager



Accounting Administrator

Managing Officer or Designee

OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: California Fairs Financing Authority 88 Fair Drive, Costa Mesa CA 92626 AWT BUILDERS, INC. 7831 Paramount Blvd. Pico Rivera CA 90660	PROJECT: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II 100 Fair Drive, Costa Mesa Ca 92626 VIA ARCHITECT:	APPLICATION No. 16 PERIOD TO: 4/30/2015 CONTRACT FOR: CONTRACT DATE: PROJECT NOS: 032-13031 JOB NO:	Distribution To: _____ OWNER _____ ARCHITECT _____ CONTRACTOR _____ FIELD _____ 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).....	\$10,293,765.00
5. RETAINAGE.....	
a. 5% of Completed Work (Column D + E on G703)	\$14,688.25
b. % of Stored Material (Column F on G703)	0
Total Retainage (Lines 5a - 5b or Total in Column I on G703).....	\$514,688.25
6. TOTAL EARNED LESS RETAINAGE.....	\$9,779,076.75
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$9,403,997.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$375,079.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$846,223.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 292,448.00	\$ (15,448.00)
Total approved this month	\$	
TOTALS:	\$ 292,448.00	\$ (15,448.00)
NET CHANGES by Change Order	\$277,000.00	

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:
 By: Awai Builders, Inc. Date: 5/12/2015
 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..... \$ 375,079.00

(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: _____ Date: _____

OC FAIR PACIFIC AMPHITHEATRE PHASE II
Schedule of Values

Project No. 3213031
Period To: 04/30/15 PA # 15

	S	C	D		E	F	G	H	I
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
DESCRIPTION		Contract	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
DIVISION 01- MOBILIZATION		\$ 794,000.00							
01000-0	Mobilization	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
01000-1	Project superintendent 320 days	\$ 258,000.00	\$ 240,870.00	12,950.00		253,820.00	98.00%	5,180.00	12,601.00
01000-2	Temp Parking	\$ 45,000.00	\$ 43,200.00	900.00		44,100.00	98.00%	900.00	2,205.00
01000-3	Temp toilet	\$ 15,000.00	\$ 14,400.00	300.00		14,700.00	98.00%	300.00	735.00
01000-4	AWH Office trailer	\$ 15,000.00	\$ 14,400.00	300.00		14,700.00	98.00%	300.00	735.00
01000-5	Storage bin	\$ 10,000.00	\$ 9,600.00	200.00		9,800.00	98.00%	200.00	490.00
01000-6	install temp power	\$ 25,000.00	\$ 23,750.00	750.00		24,500.00	98.00%	500.00	1,225.00
01000-7	Trash Bin	\$ 40,000.00	\$ 38,400.00	800.00		39,200.00	98.00%	800.00	1,960.00
01000-18	CPM schedule	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
01000-9	Bid bond	\$ 140,000.00	\$ 140,000.00	-		140,000.00	100.00%	-	7,000.00
01000-10	Liability insurance	\$ 50,000.00	\$ 47,500.00	1,500.00		49,000.00	98%	1,000.00	2,450.00
01000-11	Field Supply	\$ 20,000.00	\$ 19,600.00	-		19,600.00	98%	400.00	980.00
01000-12	Office Supply's	\$ 15,000.00	\$ 14,700.00	-		14,700.00	98%	300.00	735.00
01000-13	small tools and supply	\$ 15,000.00	\$ 14,700.00	-		14,700.00	98%	300.00	735.00
01000-14	Janitorial services	\$ 15,000.00	\$ 14,700.00	-		14,700.00	98%	300.00	735.00
01000-15	Trash Bin	\$ 20,000.00	\$ 19,600.00	-		19,600.00	98%	400.00	980.00
01000-16	Survey	\$ 50,000.00	\$ 49,000.00	-		49,000.00	98%	1,000.00	2,450.00
01000-17	SWPPP	\$ 10,000.00	\$ 10,000.00	-		10,000.00	100.00%	-	500.00
DIVISION 02-		\$ 175,000.00							
02070	Building selective Demolition	\$ 150,000.00	\$ 150,000.00	-		150,000.00	100.00%	-	7,500.00
02081	Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-		25,000.00	100.00%	-	1,250.00
DIVISION 03- CONCRETE		\$ 1,570,000.00							
031000	Form Work	\$ 100,000.00	\$ 100,000.00	-		100,000.00	100.00%	-	5,000.00
032000	Concrete reinforcement	\$ 180,000.00	\$ 180,000.00	-		180,000.00	100.00%	-	9,000.00
032001 A	Pile	\$ 150,000.00	\$ 150,000.00	-		150,000.00	100.00%	-	7,500.00
033000	Cast in place concrete	\$ 470,000.00	\$ 470,000.00	-		470,000.00	100.00%	-	23,500.00
033001 A	Specialty Finish plaza concrete	\$ 350,000.00	\$ 175,000.00	140,000.00		315,000.00	90.00%	35,000.00	15,750.00
033500 B	Architectural Concrete	\$ 200,000.00	\$ 200,000.00	-		200,000.00	100.00%	-	10,000.00
033713 A	Shotcrete	\$ 120,000.00	\$ 120,000.00	-		120,000.00	100.00%	-	6,000.00
DIVISION 04- MASONRY		\$ 506,000.00							
040000	Unit Masonry	\$ 390,000.00	\$ 390,000.00	-		390,000.00	100.00%	-	15,000.00
042011	Masonry Ruber	\$ 56,000.00	\$ 56,000.00	-		56,000.00	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		\$ 1,093,000.00							
05120	Structural Steel material	\$ 340,000.00	\$ 340,000.00	-		340,000.00	100.00%	-	17,000.00
05120 A	Fabrication	\$ 80,000.00	\$ 80,000.00	-		80,000.00	100.00%	-	4,000.00
05120 B	Installation	\$ 180,000.00	\$ 180,000.00	-		180,000.00	100.00%	-	9,000.00
051213	Architectural Exposed Steel	\$ 80,000.00	\$ 42,500.00	6,500.00		49,000.00	96.00%	1,000.00	2,450.00

063000	A	Metal Deck fabrication and material	\$ 30,000.00	\$ 30,000.00	-	-	30,000.00	100.00%	-	1,500.00
063000	B	Metal Deck Installation	\$ 12,000.00	\$ 12,000.00	-	-	12,000.00	100.00%	-	600.00
094000		Cold Formed Steel Metal Framing	\$ 366,000.00	\$ 366,000.00	-	-	366,000.00	100.00%	-	18,300.00
067000		Dimensional Formed Metal	\$ 20,000.00	\$ 20,000.00	4,500.00	-	24,500.00	38.00%	800.00	1,225.00
057132		Column covers	\$ 10,000.00	\$ 10,000.00	-	-	10,000.00	100.00%	-	500.00
064000		DIVISION 06 - WOOD AND PLASTIC	\$ 74,300.00							
061800		Finish Carpentry	\$ 34,000.00	\$ 34,000.00	-	-	34,000.00	100.00%	-	1,700.00
064023		Custom Cabinets	\$ 13,300.00	\$ 13,300.00	-	-	13,300.00	100.00%	-	665.00
062200		Fiber Reinforced Plastic Panels	\$ 27,000.00	\$ 27,000.00	-	-	27,000.00	100.00%	-	1,325.00
070000		DIVISION 07 - THERMAL/MOISTURE PROTECTION	\$ 307,500.00							
071410		Cold-Fluid Applied Waterproofing	\$ 37,000.00	\$ 37,000.00	-	-	37,000.00	100.00%	-	1,850.00
071970		Concrete Fiber Sealers	\$ 4,750.00	\$ 4,750.00	-	-	4,750.00	95.00%	250.00	237.50
072100		Building Insulation	\$ 41,000.00	\$ 41,000.00	-	-	41,000.00	100.00%	-	2,050.00
074210		Metal Wall Panels	\$ 50,000.00	\$ 25,000.00	17,500.00	-	42,500.00	85.00%	7,500.00	2,125.00
074213	1	Installation	\$ 40,000.00	\$ 20,000.00	14,000.00	-	34,000.00	85.00%	6,000.00	1,700.00
075423	1	Thermoplastic Polyolefin TPO Roofing material	\$ 60,000.00	\$ 54,000.00	-	-	54,000.00	90.00%	6,000.00	2,700.00
075423	1	Installation	\$ 47,000.00	\$ 42,300.00	-	-	42,300.00	90.00%	4,700.00	2,115.00
076200		Sheet Metal	\$ 20,000.00	\$ 10,000.00	8,000.00	-	18,000.00	90.00%	2,000.00	900.00
077000		Roof Accessories	\$ 7,500.00	\$ 7,500.00	-	-	7,500.00	100.00%	-	375.00
080000		DIVISION 08 - DOORS	\$ 574,500.00							
081110		Steel Doors and Frames	\$ 24,000.00	\$ 24,000.00	-	-	24,000.00	100.00%	-	1,200.00
081113	1	Access Doors and Frames	\$ 4,000.00	\$ 4,000.00	-	-	4,000.00	100.00%	-	200.00
083220		Overhead Ceiling Doors	\$ 13,000.00	\$ 13,000.00	-	-	13,000.00	100.00%	-	650.00
084110		Aluminum Framed Entrances and Storms	\$ 320,000.00	\$ 320,000.00	-	-	320,000.00	100.00%	-	16,000.00
084230		Retracting Door Entrances	\$ 50,000.00	\$ 50,000.00	-	-	50,000.00	100.00%	-	2,500.00
084410		Sliding Glass Wall	\$ 61,000.00	\$ 61,000.00	-	-	61,000.00	100.00%	-	3,050.00
085110		Aluminum Windows	\$ 35,000.00	\$ 12,250.00	5,250.00	-	17,500.00	50.00%	17,500.00	875.00
085610		Aluminum pass True Windows	\$ 10,000.00	\$ 6,500.00	-	-	6,500.00	65.00%	2,500.00	375.00
085700		Metal Framed Skylights	\$ 50,000.00	\$ 50,000.00	-	-	50,000.00	100.00%	-	2,500.00
087100		Door Hardware	\$ 7,500.00	\$ 7,500.00	-	-	7,500.00	100.00%	-	375.00
090000		DIVISION 09 - FINISHES	\$ 447,900.00							
090110		Gypsum Board Shaft wall Assembly	\$ 143,500.00	\$ 143,500.00	-	-	143,500.00	100.00%	-	7,175.00
092200		Portland Cement Plaster	\$ 95,000.00	\$ 95,000.00	-	-	95,000.00	100.00%	-	4,750.00
092900		Gypsum Board Dens Gies	\$ 2,400.00	\$ 2,400.00	-	-	2,400.00	100.00%	-	120.00
093000		Ceramic Tile	\$ 12,000.00	\$ 12,000.00	-	-	12,000.00	100.00%	-	600.00
095110		Acoustical Ceiling	\$ 40,000.00	\$ 40,000.00	-	-	40,000.00	100.00%	-	2,000.00
098210		Acoustical Wall Panels	\$ 70,000.00	\$ 70,000.00	-	-	70,000.00	100.00%	-	3,500.00
099000		Painting	\$ 85,000.00	\$ 72,250.00	3,500.00	-	75,750.00	89.00%	4,250.00	4,037.50
100000		DIVISION 10 - SPECIALTIES	\$ 54,000.00							
101400		Staircase	\$ 25,000.00	\$ 7,000.00	5,500.00	-	12,500.00	50.00%	12,500.00	625.00
102110		Table Components	\$ 2,000.00	\$ 1,960.00	40.00	-	2,000.00	100.00%	-	100.00
102200		Toilet And Bath Accessories	\$ 12,000.00	\$ 11,700.00	300.00	-	12,000.00	100.00%	-	600.00
103010		Awnings	\$ 15,000.00	\$ 11,250.00	-	-	11,250.00	75.00%	3,750.00	562.50
110000		DIVISION 11 - EQUIPMENT	\$ 80,000.00							
110140		Fall Restraint Equipment	\$ 80,000.00	\$ 80,000.00	-	-	80,000.00	100.00%	-	4,000.00

AWI BUILDERS, INC.
OC FAIR Pacific Amphitheatre & Festival Grounds Phase II
CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT

(CA CIVIL CODE §8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:

Name of Claimant: AWI BUILDERS, INC.
Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY
Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
100 Fair Drive, Costa Mesa CA 92626
Owner: CALIFORNIA FAIRS FINANCING AUTHORITY
88 Fair Drive, Costa Mesa CA 92626
Through Date: 4/30/2015

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CALIFORNIA FAIRS FINANCING AUTHORITY
Amount of Check: \$ 375,079.00
Check Payable to: AWI BUILDERS, INC.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payments:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

(4) Contract rights, including:

(A) a right based on rescission, abandonment, or breach of contract, and

(B) the right to recover compensation for work not compensated by the payment

SIGNATURE

Claimant's Signature: 
Claimant's Title: Controller
Date of Signature: 5/12/2015

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: 3/31/2015

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: \$ 515,899.88

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: _____ **Controller** _____

Date of Signature: _____ **5/12/2015** _____



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76545
Date Paid: 05/13/2015

Payment Authorization

Date: 04/27/2015

Amount: \$600.00

Vendor Name: Byer Geotechnical, INC.

Invoice No.: 42671

Invoice Date: 04/17/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee

April 17, 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 # 42671
BG 21695
Job Address: 88 Fair Drive, Costa
Mesa

WORK PERFORMED:

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/13/2015	RSB	Footing Observation, Project Engineer	4.00	150.00/hr	\$600.00

Total from current billing period 4.00 \$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.

*4.23.15
ok to pay
J. [Signature]*



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76549
Date Paid: 05/13/2015

Payment Authorization

Date: 04/27/2015

Amount: \$55,555.00

Vendor Name: CFFA

Invoice No.: 1686

Invoice Date: 4/27/2015


Project No.: 03213031


Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1686
Invoice Date: 4/27/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031-B 4th of 4 admin fee installments - settlement agreement	55,555.00
	<u>\$55,555.00</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$55,555.00
Sales Tax: 0.00
Invoice Total: \$55,555.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76549
Date Paid: 05/13/2015

Payment Authorization

Date: 04/27/2015

Amount: \$3,578.21

Vendor Name: CFFA

Invoice No.: 1687

Invoice Date: 4/15/2015


Project No.: 03213031

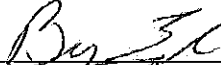
Project Name: Pac Amp Renovation Ph II

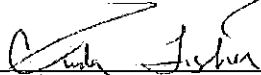
Fair Name: OC Fair & Event Center

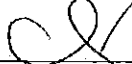
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6118

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1687
Invoice Date: 4/15/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 January Expense Reimbursement	3,578.21
	<u>\$3,578.21</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$3,578.21
Sales Tax: 0.00
Invoice Total: \$3,578.21

General Ledger Detail

Current Period 01 (1/1/2015 - 1/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Wednesday, April 29, 2015 8:41:04AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance	
643-032-03213031-A							248.72	
Supplies-Projects, 032, Pac Amp Renovati								
1/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		87.32			
1/21/2015	West America Bank	Invoice: 15/01/15	Office Depot Costa Mesa Supplies Pac Amp				87.32	
643-032-03213031-A					Net:	87.32	87.32	
						0.00	336.04	
651-032-03213031-A							58,898.05	
Legal, 032, Pac Amp Phase II ,								
1/9/2015	Summarized AP Invoices	Invoices	AP-Invoice		324.50			
1/9/2015	Orbach Huff Suarez & Henderson LLP	Invoice: 69896	Professional Services 12/2/14 - 12/4/14				324.50	
651-032-03213031-A					Net:	324.50	324.50	
						0.00	59,222.55	
664-032-03213031-A							38,931.61	
Travel-projects, 032, Pac Amp Phase II ,								
1/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		3,166.39			
1/21/2015	West America Bank	Invoice: 14/12 Flight Cr	Southwest B. Eubanks flight credit 5262, B Eubanks flight credit				454.20-	
1/21/2015	West America Bank	Invoice: 14/12/19 Hotel	Best Western Costa Mesa - D. Freese 12/1				443.96	
1/21/2015	West America Bank	Invoice: 14/12/19 Parking	Sac Airport - D. Freese 12/15-12/19 PacA, Ent 12/15 Exit 12/19				85.00	
1/21/2015	West America Bank	Invoice: 14/12/22 Hotel	Best Western Costa Mesa - D. Freese 12/2				110.99	
1/21/2015	West America Bank	Invoice: 14/12/23 Parking	Sac Airport - D. Freese 12/2-12/23 PacAm, Ent 12/22 Exit 12/23				34.00	
1/21/2015	West America Bank	Invoice: 14/12/29 Car Rental	Alamo Santa Ana - D. Freese 12/29 PacAm				134.11	
1/21/2015	West America Bank	Invoice: 14/12/29 Flight	Southwest D. Freese PacAmp 5262468400743, 12/29 Dep 12/31				405.20	
		Ret F2RNFN						
1/21/2015	West America Bank	Invoice: 14/12/29 Hotel	Best Western Costa Mesa - D. Freese 12/2, no receipt				110.99	
1/21/2015	West America Bank	Invoice: 14/12/29 Parking	Sac Airport Costa Mesa - D. Freese 12/29, Ent 12/28 Exit 12/30				51.00	
1/21/2015	West America Bank	Invoice: 14/12/30 Flight	Southwest B. Eubanks 5262469262626, B. Eubanks 12/30 Dep				341.20	
		12/31/ Ret FQXQMB						
1/21/2015	West America Bank	Invoice: 14/12/30 Flight Cr	Southwest B. Eubanks flight credit 526, B. Eubanks cxl 12/30				227.10-	
		FQXQMB						
1/21/2015	West America Bank	Invoice: 14/12/30 Fuel	Chevron Irvine CA D. freese 12/30/14 fu				15.59	
1/21/2015	West America Bank	Invoice: 15/01/05 Flight	Southwest D. Freese PacAmp 5262470925015, 1/5 Dep 1/31 Ret				288.20	
		FIHVXK						
1/21/2015	West America Bank	Invoice: 15/01/06 Flight	Southwest B. Eubanks 5262470357461, B. Eubanks 1/6 Dep 1/8				284.10	
		Ret FZRZD						
1/21/2015	West America Bank	Invoice: 15/01/08 Hotel	Best Western Costa Mesa B. Eubanks, B. Eubanks 1/6 Arr 1/8 Dep				221.98	
1/21/2015	West America Bank	Invoice: 15/01/08 Parking	Sac Airport B. Eubanks 1/6 - 1/8, B. Eubanks 1/6 Dep 1/8 Ret				51.00	
1/21/2015	West America Bank	Invoice: 15/01/12 Flight	Southwest D. Freese PacAmp 5262470926220, 1/12 Dep 1/16 Ret				390.20	
		FYNVXS						
1/21/2015	West America Bank	Invoice: 15/01/15 Hotel	Best Western Costa Mesa - D. Freese PacA, 1/12 Arr 1/15 Dep				332.97	
1/21/2015	West America Bank	Invoice: 15/01/15 Parking	Sac Airport - D. Freese 1/12 - 1/15 PacA, no receipt				68.00	
1/21/2015	West America Bank	Invoice: 15/01/19 Flight	Southwest D. Freese PacAmp 5262474254212, 1/19 Dep 1/23 Ret				89.00	
		FFHL8Y						
1/21/2015	West America Bank	Invoice: 15/01/26 Flight	Southwest D. Freese PacAmp 5262474254802, 1/26 Dep 1/30 Ret				390.20	
		FRHL8E						
664-032-03213031-A					Net:	3,166.39	3,166.39	
						0.00	42,098.00	
\$ Grand Totals								
		<u>Beginning Balance</u>	<u>Net Activity</u>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		98,078.38	3,578.21			3,578.21	0.00	101,656.59
\$ Trial Balances								
						<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
						98,078.38	0.00	98,078.38
						3,578.21	0.00	3,578.21
						101,656.59	0.00	101,656.59

OFFICE DEPOT STORE #3298
 2300 Harbor Blvd Suite E-1
 Costa Mesa, CA 92627
 Tel. (949)646-2162
 Fax. (949)646-2197

Date 01/15/2015 12:29 PM
 Version 14.5.3
 Store 3298
 Register 45
 Transaction # 117
 Employee 18020
 SALE

Product ID	Description	Total
787115	PEN,CRSTL,MD,12,BK	1.99
	Coupon - 24508065	-0.24
	You Pay	1.75SSSS
131128	PEN,RT,INJY,20,AST	7.99
	Instant Savings	-2.99
	Coupon - 24508065	-0.58
	You Pay	4.42SSSS
408753	INDX,LGL,1-25,B/WT	
	2 @ 6.99	13.98
	Coupon - 24508065	-1.66
	You Pay	12.32SSSS
574978	DIV,OD,8ST,XW.ASTD	
	4 @ 2.49	9.96
	Coupon - 24508065	-1.16
	You Pay	8.80SSSS
408843	INDX,LGL,26-50,B&W	
	2 @ 6.99	13.98

	Coupon - 24508065	-1.66	
	You Pay		12.32SSSS
204057	CLEANER,BOARD,8 OZ	5.49	
	Coupon - 24508065	-0.65	
	You Pay		4.84SSSS
755263	HLITR,TNK,12PK,AST	8.99	
	Instant Savings	-3.99	
	Coupon - 24508065	-0.58	
	You Pay		4.42SSSS
284571	MKR,EXPO 2 CHSL,4P	6.49	
	Instant Savings	-2.49	
	Coupon - 24508065	-0.47	
	You Pay		3.53SSSS
788655	PEN,BP,MED,12PK,BL	1.99	
	Coupon - 24508065	-0.24	
	You Pay		1.75SSSS
788665	PEN,STICK,MD,12,RD	1.99	
	Coupon - 24508065	-0.24	
	You Pay		1.75SSSS
745041	FLAGS,BRIGHT,100PK		
	2 @ 5.29	10.58	
	Instant Savings	-4.58	
	Coupon - 24508065	-0.70	
	You Pay		5.30SSSS
179487	ERASER,PINK,3PK	2.49	
	Coupon - 24508065	-0.29	
	You Pay		2.20SSSS
305706	PAD,OD,8.5X11,12PK	7.99	
	Coupon - 24508065	-0.95	
	You Pay		7.04SSSS
130732	PEN,RT,INJY,20,BL	7.99	
	Instant Savings	-2.99	
	Coupon - 24508065	-0.58	
	You Pay		4.42SSSS
907424	SLV,CD,50PK,ASTD	5.99	SS
Coupon Number -	24508065		
	Subtotal:	80.85	
	Sales Tax:	6.47	
	Total:	87.32	
	Visa 0686:	87.32	✓

JAY BAKER 1514272721

Total Savings:

\$27.04

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA
95815

January 9, 2015

Attention: David Freese

Inv #: 69896

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
12-02-14	1597		0.40	\$230.00	92.00
			<i>o/c</i>		
12-04-14	1597		1.00	\$230.00	230.00
			<i>o/c</i>		
Totals			1.40		\$322.00

DISBURSEMENTS

Dec-31-14 Photocopies 10 @ 0.25

*OIC TSPM
BZ*

2.50

Totals

\$2.50

Total Fees and Disbursements

\$324.50

TAX ID Number 95-4655650

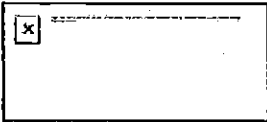
Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	1.40	\$230.00	\$322.00

CFFAaccounting

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Wednesday, April 08, 2015 3:49 PM
To: CFFAaccounting
Subject: CANCELLED flight reservation (FLWTIO) | 22DEC14 | SMF-SNA | Eubanks/Bryan

Your reservation has been cancelled.



[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Your reservation has been cancelled.



AIR Confirmation: FLWTIO

Confirmation Date: 12/21/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	Join	5262468061363	Dec 3, 2015	0

Date	Flight	Departure/Arrival
Mon Dec 22	476	Depart SACRAMENTO, CA (SMF) at 09:15 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:00 AM, Next Day Travel Time 14 hrs 45 mins
Tue Dec 23	420	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 3:15 PM Arrive in SACRAMENTO, CA (SMF) at 12:00 AM, Next Day Travel Time 8 hrs 45 mins

Air Cost: 454.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

Cost and Payment Summary

AIR - FLWTIO

Base Fare	\$ 396.28	Payment Information
Excise Taxes	\$ 29.72	Tkls funds applied from Conf# FJKUD4
Segment Fee	\$ 8.00	(\$0.00 remaining) \$454.20
Passenger Facility Charge	\$ 9.00	
September 11th Security Fee	\$ 11.20	REFUND ON Dec 21, 2014 TO Visa
Total Air Cost	\$ 454.20	XXXXXXXXXXXX1737 \$454.20

— 12/9/14 Dep 12/11/14 Ret.
CXL'D



Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
- [Check Flight Status](#)
- [Flight Status Notification](#)
- [Book a Car](#)
- [Book a Hotel](#)

Know Before You Go

- [In the Airport](#)
- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

Special Travel Needs

- [Traveling with Children](#)
- [Traveling with Pets](#)
- [Unaccompanied Minors](#)
- [Baby on Board](#)
- [Customers with Disabilities](#)

Legal Policies & Helpful Information

- [Privacy Policy](#)
- [Customer Service Commitment](#)
- [Contact Us](#)
- [Notice of Incorporated Terms](#)
- [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 38647-1CR
Dallas, TX 75235

[Contact Us](#)

Copyright 2015 Southwest Airlines Co. All Rights Reserved.

Dec. 2014 Travel

Bryan Eubanks 12/1/2014 - 12/5/2014

Bryan Eubanks	12/9/2014 - 12/11/2014	Conf#	Amt.	
Flight		FKJUD4	454.20	CKLD
Lodging			0.00	applied to
Parking			0.00	12/22

Bryan Eubanks	12/22/2014 - 12/23/2014			
Flight	12/22 Dep 12/23 Ret	FLWTIO	0.00	CKLD
Lodging				refunded
Parking				JAN 2015

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 12/19/2014 11:27 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 333-A

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 83858
Arrival 12/15/14
Departure 12/19/14

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
12/15/14	khaled	RC	ROOM CHARGE			\$99.99
12/15/14	khaled	9	ROOM TAX			\$8.00
12/15/14	khaled	91	CITY BIA			\$3.00
12/16/14	khaled	RC	ROOM CHARGE			\$99.99
12/16/14	khaled	9	ROOM TAX			\$8.00
12/16/14	khaled	91	CITY BIA			\$3.00
12/17/14	DEPAL	RC	ROOM CHARGE			\$99.99
12/17/14	DEPAL	9	ROOM TAX			\$8.00
12/17/14	DEPAL	91	CITY BIA			\$3.00
12/18/14	DEPAL	RC	ROOM CHARGE			\$99.99
12/18/14	DEPAL	9	ROOM TAX			\$8.00
12/18/14	DEPAL	91	CITY BIA			\$3.00
12/19/14	mary	VS	PAYMENT VISA/MC		0686 - 715163	\$443.96

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : CREDIT CARD
Authorization Code : 519134

Cashier : 0 Seq # 4731
License Plate : NDPLATE
Ent : 05:00 12/15/14 Lane 39
Exit: 13:42 12/19/14 Lane 54
Duration: 4D(s) 8H(s) 42N(s)
Rate Code: 36 Shift: 003

FEE	\$	85,00
AMOUNT TEND	\$	85,00
CASH	\$	0,00
CREDIT CARD	\$	85,00
CHECK	\$	0,00
CHANGE	\$	0,00

PAID AT CT \$ 85,00
Taxes Included

*** Start Calculation Details ***
5 Day(s) @\$17,00 = \$85,00

*** End Calculation Details ***

*** Thank You ***

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 12/23/2014 07:50 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 303-A

Conf # 84146

Arrival 12/22/14

Departure 12/23/14

Registered To:

Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
12/22/14	khaled	RC	ROOM CHARGE			\$99.99
12/22/14	khaled	9	ROOM TAX			\$8.00
12/22/14	khaled	91	CITY BIA			\$3.00
12/23/14	mary	VS	PAYMENT VISA/MC		0686 - 022221	\$110.99-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 323214

Cashier : 72 Seq # 2410
License Plate : NOPLATE
Ent : 05:12 12/22/14 Lane 39
Exit: 21:41 12/23/14 Lane 58
Duration: 1D(s) 16H(s) 29M(s)
Rate Code: 36 Shift: 216

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 34.00
Taxes Included

*** Start Calculation Details ***

2 Day(s) @\$17.00 = \$34.00

*** End Calculation Details ***

*** Thank You ***



Alamo Rent A Car
 6929 North Lakewood Ave. Ste 100
 Tulsa, OK 74117
 Customer Service (800) 445-5664

Alamo Rent a Car
 Rental Location
 JOHN WAYNE ARPT
 19051 AIRPORT WAY NORTH
 SANTA ANA

RA # 527403613
 28-DEC-2014 05:36 PM
 CA 92707
 Phone (888)826 6893

Bill Ref# 50024580222
 Renter Name DAVID FRIESE
 106 LOZENA AVE
 VACAVILLE

CA 95688

FACSIMILE

Return Location
 JOHN WAYNE ARPT

30-DEC-2014 05:05 PM

Contract ID

		Charges	No	Unit	Price/Unit	Amount
Vehicle #	F7158537	TIME & DISTANCE	2	Days	45.11	90.22 *
Model	CRUZE	UNLIMITED MILES/KM - TIME & DIST		M/Kms		0.00 *
Class Driven	ICAR	CDW	2	Days	8.99	17.98
Class Charge	ICAR	Freq Trav SVC Chrg/Tax				3.00
License#	7HST984	TOURISM FEE 2.60 PCT			90.22	2.35
State/Province	CALIFORNIA	CONCESSION FEE RECOVERY 11.11 PCT			111.20	12.35 *
M/Kms Driven	140	SALES TAX @8.000 %			102.57	8.21
M/Kms Out	2					
M/Kms In	142					

Rate Info

Messages

* Taxable Items
 Subject to Audit
 Frequent Flyer *****7344 Credit to SOUTHWEST AIRLINES RAPID

Total Charges USD 134.11

Payments

Visa 0686
 AUTH# 918283 29-DEC-2014 201.16 Payment -134.11

Customer Service Number 1-800-445-5664

Reverse Auth: 30-DEC-2014 -67.05

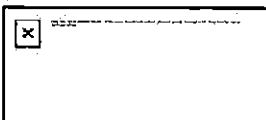
Amount Due

USD 0.00

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, December 18, 2014 3:23 PM
To: David Freese
Subject: Flight reservation (F2RNFN) | 29DEC14 | SMF-SNA | Freese/David

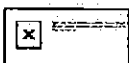
You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 12/29/14 - Orange County



AIR Itinerary

AIR Confirmation: F2RNFN

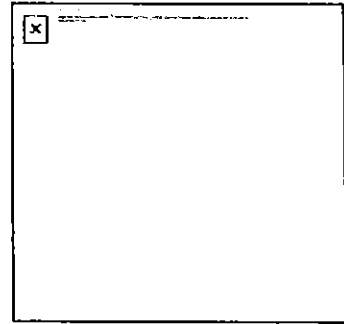
Confirmation Date: 12/18/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262468400743	Dec 18, 2015	2896

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Dec 29	1903	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:10 AM Travel Time 1 hrs 30 mins Wanna Get Away
Wed Dec 31	1592	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 12:30 PM

Arrive in SACRAMENTO, CA (SMF) at 1:55 PM
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 405.20

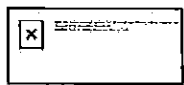
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262468400743: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA152.56RLNCPNR WN SMF198.14YL 350.70 END ZPSMFSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

 [Learn About Our Boarding Process](#)

 [Get EarlyBird Check-In® Details](#)

Cost and Payment Summary

 AIR - F2RNFN

Base Fare	\$ 350.70	Payment Information
Excise Taxes	\$ 26.30	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Dec 18, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$405.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 405.20	

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 12/29/2014 07:35 AM kelly

Registered To:
Freeze, David
BW-REGULAR GUESTS

Room # 305-A

Conf # 84381
Arrival 12/28/14
Departure 12/29/14

Room Type QQZ-QQ-Business-
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

() -

Posting	Oper	AcctCo	Description	From	Reference	Amount
12/28/14	khaled	RC	ROOM CHARGE			\$99.99
12/28/14	khaled	9	ROOM TAX			\$8.00
12/28/14	khaled	91	CITY BIA			\$3.00
12/29/14	kelly	VS	PAYMENT VISA/MC		0686 - 918275	\$110.99-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

✓

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 320320

Cashier : 14 Seq # 4699
License Plate : NOPLATE
Ent : 11:43 12/28/14 Lane 39
Exit: 21:01 12/30/14 Lane 58
Duration: 2D(s) 6H(s) 10M(s)
Rate Code: 36 Shift: 236

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00
Taxes Included

*** Start Calculation Details ***

3 Day(s) @\$17.00 = \$51.00

Calculation Details ***

*** Thank You ***

Sign : _____

Estimote



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS*



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases In Trip

Air

Confirmation # FQXQMB

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, December 30, 2014
 Wednesday, December 31, 2014

Air Total: \$341.20

Amount Paid
 \$341.20

Trip Total
 \$341.20

DEC 30
TUE 12/30/14 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 12/30/2014 - 12/31/2014

Confirmation #
FQXQMB

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART DEC 30	08:55 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #1402 Southwest	Tuesday, December 30, 2014
TUE	10:20 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN DEC 31	01:00 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1665 Southwest	Wednesday, December 31, 2014
WED	03:25 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com* or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board. WiFi, TV, and related services may vary and are subject to change based on assigned aircraft. Learn More

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<small> FLY: Return only Saturday Domestic no change fees </small>	1	\$227.10
Return	SNA-SMF	Wanna Get Away Best Fare	<small> Fly Change Fee Upgrade & Fare Flexibility Saturday Return no change fees, no Saturday flight no Saturday or Sunday flights no Saturday or Sunday flights with stops </small>	1	\$114.10

Earn at least 2539 Rapid Rewards Points when you take this trip.

Subtotal **\$341.20**
Fare Breakdown

Carry-on items: 1 bag + 1 small personal item are free, see full details
Checked items: first and second bags are free, size and weight limits apply

Bag Charge **\$0.00**

Air Total:
\$341.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribula Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$341.20

Your Visa credit card ending in -1737 has been added to your MySouthwest account

Amount Paid
\$341.20

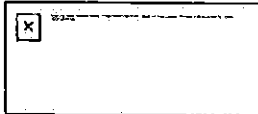
Trip Total
\$341.20

© 2014 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Monday, December 29, 2014 9:40 PM
To: construction
Subject: CANCELLED flight reservation (FQXQMB) | 30DEC14 | SMF-SNA | Eubanks/Bryan

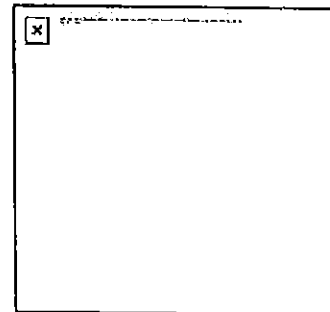
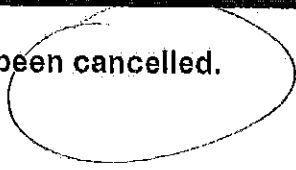
Your reservation has been cancelled



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Your reservation has been cancelled.

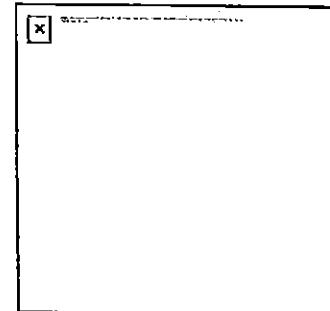


[AIR Itinerary](#)

AIR Confirmation: FQXQMB

Confirmation Date: 12/29/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262469262626	Dec 23, 2015	2539



Date	Flight	Departure/Arrival
Tue Dec 30	1602	Depart SACRAMENTO, CA (SMF) at 08:55 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 10:20 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
Wed Dec 31	1665	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 2:00 PM Arrive in SACRAMENTO, CA (SMF) at 3:25 PM Travel Time 1 hrs 25 mins <u>Wanna Get Away</u>

Air Cost: 341.20


Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262469262626: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA198.14YL WN SMF93.02SLN7NNR 291.16 END ZPSMFSNA
XT11.20AY9.00XFSMF4.5SNA4.5

Cost and Payment Summary

 AIR FQXQMB

Base Fare	\$ 291.16	Payment Information
Excise Taxes	\$ 21.84	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Dec 23, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$341.20 ✓
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 341.20	REFUND ON Dec 29, 2014 TO Visa: XXXXXXXXXXXX1737 \$227.10 ✓

Tkts funds remaining in conf#FQXQMB for future travel \$114.10



Useful Tools

[Check In Online](#)
[Early Bird Check-In](#)
[View/Share Itinerary](#)
[Change Air Reservation](#)
[Cancel Air Reservation](#)
[Check Flight Status](#)
[Flight Status Notification](#)
[Book a Car](#)

Know Before You Go

[In the Airport](#)
[Baggage Policies](#)
[Suggested Airport Arrival Times](#)
[Security Procedures](#)
[Customers of Size](#)
[In the Air](#)
[Purchasing and Refunds](#)

Special Travel Needs

[Traveling with Children](#)
[Traveling with Pets](#)
[Unaccompanied Minors](#)
[Baby on Board](#)
[Customers with Disabilities](#)

Chevron CSI 1957
18692 MacArthur Bl
STN 00095418

12:30:14 16:49:53

E/VISA
XXXXXXXXXXXX0686

Invoice#: 1869142
Auth#: 810394

Pump#: 2
5.529G @ \$ 2.819/G
Un/Self \$ 15.59
Total \$ 15.59

Learn how to
EARN REWARDS
with a Chevron
or Texaco
Credit Card
See application
for details

THANK YOU FOR
CHOOSING CHEVRON

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Friday, January 02, 2015 10:36 AM
To: David Freese
Subject: Flight reservation (FIHVXK) | 05JAN15 | SMF-SNA | Freese/David

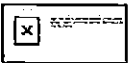
You're all set for your trip!



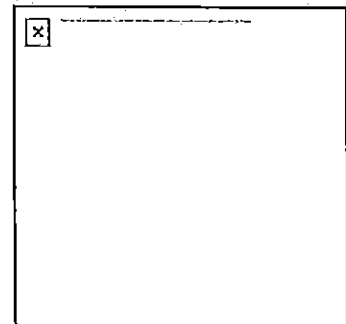
[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 01/05/15 - Orange County



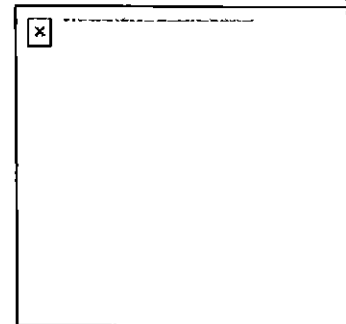
AIR Itinerary

AIR Confirmation: FIHVXK

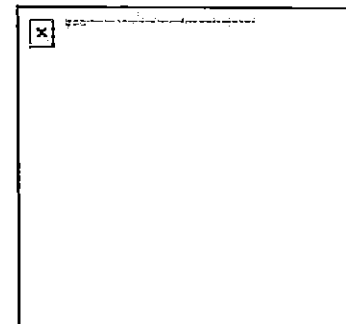
Confirmation Date: 01/2/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262470925015	Jan 2, 2016	2243

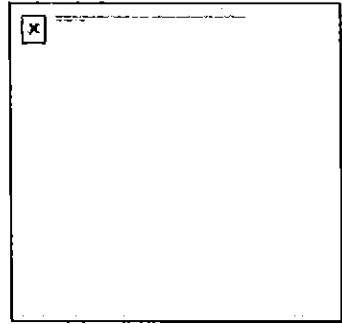
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Mon Jan 5	1903	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:45 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:15 AM Travel Time 1 hrs 30 mins <u>Anytime</u>
Sat Jan 31	3873	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:30 PM



Arrive in SACRAMENTO, CA (SMF) at 3:55 PM
Travel Time 1 hrs 25 mins
[Wanna Get Away](#)



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 288.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262470925015: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA198.14YL WN SMF43.72TDNUNNR 241.86 END ZPSMFSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



[Learn About Our Boarding Process](#)



[Get EarlyBird Check-In® Details](#)

Cost and Payment Summary

AIR FIHVXX

Base Fare	\$ 241.86	Payment Information
Excise Taxes	\$ 18.14	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 2, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$288.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 288.20	

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #FZRDZD

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, January 6, 2015 - Thursday, January 8, 2015

Air Total: \$398.20

Amount Paid
 \$398.20

Trip Total
 \$398.20

JAN 6
TUE 01/06/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 01/06/2015 - 01/09/2015

Confirmation #
FZRDZD

Adult Passenger(s)

BRYAN EUBANKS
 Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART JAN 6	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948 Southwest	Tuesday, January 6, 2015
TUE	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away
RETURN JAN 8	01:30 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #2853 Southwest	Thursday, January 8, 2015
THU	02:55 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com® or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
 WiFi, TV, and related services may vary and are subject to change based on assigned aircraft. [Learn More](#)

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (except for fare difference applied) Reschedule flights Cancel flights up to 14 days before departure Travel with one carry-on bag and one personal item Free checked baggage Free award travel 	1	\$199.10

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees (applicable fare rules apply) • Flexible Funds • No Fare Basis Penalties (except change to First) • No Penalties unless you travel with Points 	1	\$199.10

Enroll in Rapid Rewards and earn at least 2066 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$398.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details. Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

Air Total:
\$398.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 220
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$284.10 ✓
Travel Funds - FQXQMB - 5798	\$114.10
	Original Balance Applied Remaining
	\$114.10 \$114.10 \$0.00

Amount Paid
\$398.20

Trip Total
\$398.20

© 2014 Southwest Airlines Co. All Rights Reserved. Use of the Southwest website and our Company information constitutes acceptance of our Terms and Conditions. Privacy Policy

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

01/08/2015 07:21 AM

Loyalty Club: 6006637391147204

Diamond

Room # 318-A

Conf # 85029

Arrival 01/06/15

Departure 01/08/15

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/06/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/06/15	DEPAL	9	RCOM TAX			\$8.00
01/06/15	DEPAL	91	CITY BIA			\$3.00
01/07/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/07/15	DEPAL	9	ROOM TAX			\$8.00
01/07/15	DEPAL	91	CITY BIA			\$3.00
01/08/15	DEPAL	VS	PAYMENT VISA/MC		1737 - 126081	\$221.98-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

Sac International Airport

Transaction Log Report

Print Date : 04/08/15 15:22:24

Receipt NO. ↓

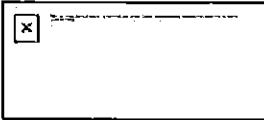
Entry Lane	Entry Seq#	Entry Time	Exit Lane	Lane Alias	Cashier#	Shift #	Exit Seq#	Exit Time	Rate	Fee	Credit	ISF Pay	Mode	CC #	License	
57	9727	01/06/15 7:46	60	7XAXT60	47	189	1350	01/08/15 16:13	24	\$51.00	\$51.00	\$0.00	CRD	REG	1737	NOPLATE

Device#	LE Alias	Fee	CC Transaction Time	Posting Date	Credit Card #	Type	CT Transaction Time	License Plate State	License Plate #	Authorization Status	Terminal Display	Approval#	Response Code	Batch#	Holder Name
12	7XAXT60	51.00	01/08/2015 16:13:37	01/08/2015 16:13:38	4720049000 1737	Visa	01/08/2015 16:13:00	XX	NOPLATE	A	APPROVAL 818031	818031	00	534	BRYAN K EUBANKS

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, January 13, 2015 5:37 PM
To: David Freese
Subject: Flight reservation (FRHL8E) | 26JAN15 | SMF-SNA | Freese/David

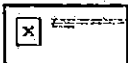
You're all set for your trip!



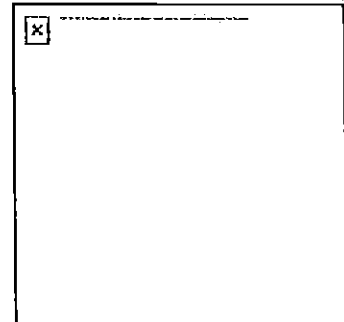
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 01/26/15 - Orange County



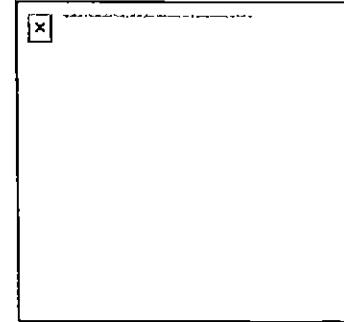
AIR Itinerary

AIR Confirmation: FRHL8E

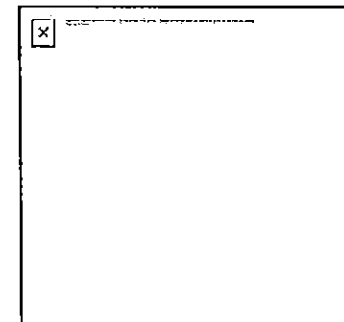
Confirmation Date: 01/13/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262474254802	Jan 13, 2016	2813

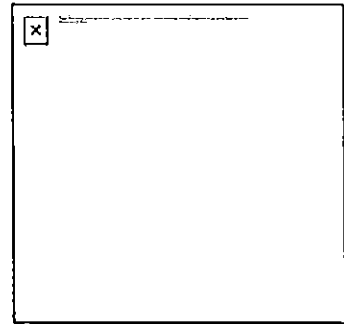
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Mon Jan 26	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins Wanna Get Away
Fri Jan 30	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM



Arrive in SACRAMENTO, CA (SMF) at 4:15 PM
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 390.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

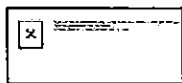
Fare Rule(s): 5262474254802: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA138.60LNCNPNR WN SMF198.14YL 336.74 END ZPSMF SNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our
Boarding Process



Get EarlyBird
Check-In® Details

Cost and Payment Summary

AIR - FRHL8E

Base Fare	\$ 336.74	Payment Information
Exclude Taxes	\$ 25.26	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 13, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$390.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 390.20	

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/15/2015 11:53 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 301-A

Conf # 85104
Arrival 01/12/15
Departure 01/15/15

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Room Type KDZ-King ~
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/12/15	Omar	RC	ROOM CHARGE			\$99.99
01/12/15	Omar	9	ROOM TAX			\$8.00
01/12/15	Omar	91	CITY BIA			\$3.00
01/13/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/13/15	DEPAL	9	ROOM TAX			\$8.00
01/13/15	DEPAL	91	CITY BIA			\$3.00
01/14/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/14/15	DEPAL	9	ROOM TAX			\$8.00
01/14/15	DEPAL	91	CITY BIA			\$3.00
01/15/15	mary	VS	PAYMENT VISA/MC		0686 - 712184	\$332.97-

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

DP ✓

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 815144

Cashier : 24 Seq # 3330
License Plate : NOPLATE
Ent : 04:49 01/12/15 Lane 39
Exit: 16:43 01/15/15 Lane 80
Duration: 3D(s) 11H(s) 54M(s)
Rate Code: 36 Shift: 214

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00
Taxes Included

*** Start Calculation Details ***

4 Day(s) @\$17.00 = \$68.00

*** End Calculation Details ***

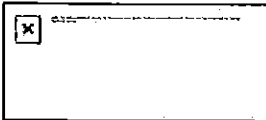
*** Thank You ***

Sign : _____

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, January 13, 2015 5:20 PM
To: David Freese
Subject: CANCELLED flight reservation (F96LF8) | 19JAN15 | SMF-SNA | Freese/David

Your reservation has been cancelled.



[My Account](#) | [View My Itinerary Online](#)

Check In Online **Check Flight Status** **Change Flight** **Special Offers** **Hotel Offers** **Car Offers**

Your reservation has been cancelled.



AIR Confirmation: F96LF8

Confirmation Date: 01/13/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262474247859	Jan 13, 2016	3962

Date	Flight	Departure/Arrival
Mon Jan 19	922	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins <u>Anytime</u>
Fri Jan 23	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 2:50 PM Arrive in SACRAMENTO, CA (SMF) at 4:15 PM Travel Time 1 hrs 25 mins <u>Anytime</u>

Air Cost: 454.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262474247859: NONTRANSFERABLE.
 Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA198.14YL WN SMF198.14YL 396.28 END ZPSMFSNA
 XT11.20AY9.00XFSMF4.5SNA4.5

Cost and Payment Summary

AIR - F96LF8

Base Fare	\$ 396.28	Payment Information
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 13, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$454.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 454.20	REFUND ON Jan 13, 2015 TO Visa XXXXXXXXXXXX0686 \$454.20



Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
- [Check Flight Status](#)
- [Flight Status Notification](#)
- [Book a Car](#)
- [Book a Hotel](#)

Know Before You Go

- [In the Airport](#)
- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

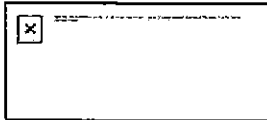
Special Travel Needs

- [Traveling with Children](#)
- [Traveling with Pets](#)
- [Unaccompanied Minors](#)
- [Baby on Board](#)
- [Customers with Disabilities](#)

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, January 13, 2015 5:35 PM
To: David Freese
Subject: Flight reservation (FFHL8Y) | 19JAN15 | SMF-SNA | Freese/David

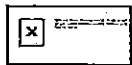
You're all set for your trip!



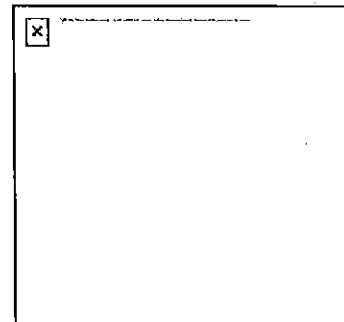
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 01/19/15 - Orange County



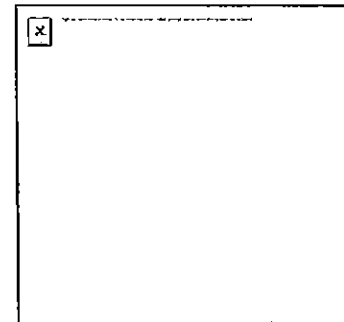
AIR Itinerary

AIR Confirmation: FFHL8Y

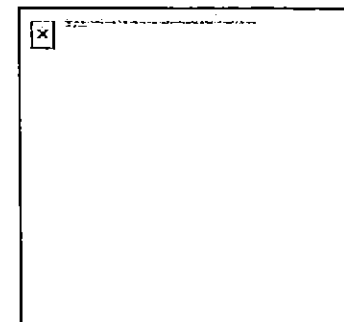
Confirmation Date: 01/13/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262474254212	Aug 27, 2015	3962

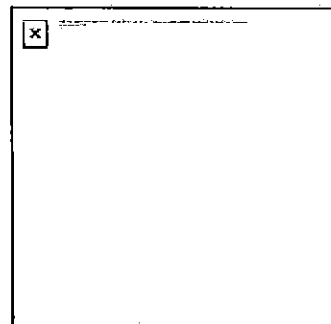
Rapid Rewards points earned are only estimates. Visit your [MySouthwest](#), [Southwest.com](#) or [Rapid Rewards](#) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Mon Jan 19	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins <u>Anytime</u>
Fri Jan 23	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM



Arrive in SACRAMENTO, CA (SMF) at 4:15 PM
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WIFI, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 454.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

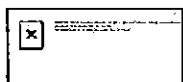
Fare Rule(s): 6262474264212: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA198.14YL WN SMF198.14YL 396.28 END ZPSMFSNA XF5SMF4.5SNA4.5
AY11.20\$SMF5.60 SNA5.60



Learn About Our
Boarding Process



Get EarlyBird
Check-In@ Details

Cost and Payment Summary

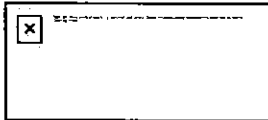
AIR FFHLBY

Base Fare	\$ 396.28	Payment Information
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 13, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$89.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 454.20	Tkts funds applied from Conf# FA9X9N (\$0.00 remaining) \$77.00

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, January 13, 2015 5:37 PM
To: David Freese
Subject: Flight reservation (FRHL8E) | 26JAN15 | SMF-SNA | Freese/David

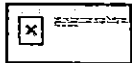
You're all set for your trip!



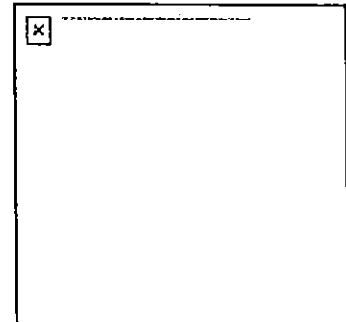
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 01/26/15 - Orange County



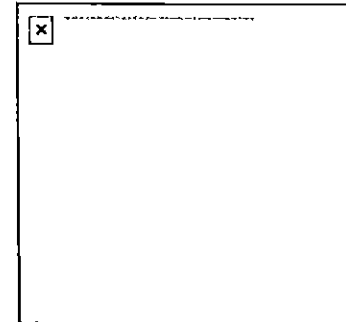
AIR Itinerary

AIR Confirmation: FRHL8E

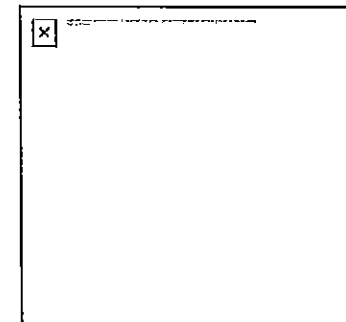
Confirmation Date: 01/13/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262474254802	Jan 13, 2016	2813

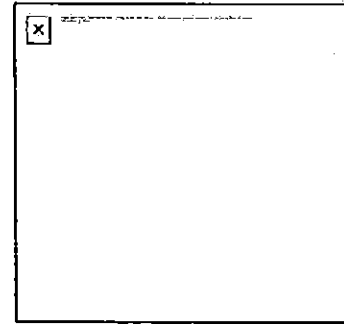
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Mon Jan 26	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins Wanna Get Away
Fri Jan 30	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM



Arrive in SACRAMENTO, CA (SMF) at 4:15 PM
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.


Air Cost: 390.20

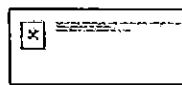
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262474254802: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.


Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA138.60OLNCPNR WN SMF198.14YL 336.74 END ZPSMFNSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

 [Learn About Our Boarding Process](#)

 [Get EarlyBird Check-In® Details](#)

Cost and Payment Summary

 AIR - FRHL8E

Base Fare	\$ 336.74	Payment Information
Excise Taxes	\$ 25.26	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 13, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$390.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 390.20	



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76549
Date Paid: 05/13/2015

Payment Authorization

Date: 04/27/2015 Amount: \$7,166.13

Vendor Name: CFFA

Invoice No.: 1688

Invoice Date: 4/15/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

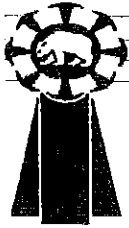
Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 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: 1688
Invoice Date: 4/15/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 February Expense Reimbursement	7,166.13
	\$7,166.13

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$7,166.13
Sales Tax: 0.00
Invoice Total: \$7,166.13



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 7927576

INVOICE DATE 02/17/15

WORK ORDER# 521897

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31
 ATTN: CALIFORNIA FAIRS FINANCING AUTHORITY
 WILL CALL/WAITER - CORPORATE
 345 CLINTON ST.
 COSTA MESA, CA 92626

DUE: 02/17/15 at 12:00AM

CONTACT	PHONE	PURCHASE ORDER#	SALES REP							
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114		Ed Worcester							
JOB#	JOB NAME	BILLER		LCC						
	OC Fair, FS lay out	Laura Richman		001						
OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6121	Digital Processing	NT	001	2	1		2	EA	0.5000	1.00
1600	PPC Bond - First Set	T	001	2	1	30X42	18	SF	0.2640	4.75
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

Handwritten notes:
 Pac AMP
 4-23-15
 ok to pay
 [Signature]
 OK To pay?
 [Signature]
 4-27-15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
11.53		0.84	12.37		12.37

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2006951



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 7925178

INVOICE DATE 02/16/15

WORK ORDER# 521751

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31
 ATTN: CALIFORNIA FAIRS FINANCING AUTHORITY
 WILL CALL/WAITER - CORPORATE
 345 CLINTON ST.
 COSTA MESA, CA 92626

DUE: 02/16/15 at 12:00AM

CONTACT	PHONE	PURCHASE ORDER#		SALES REP					
DAVID FREESE/CALIFORNIA FAIRS FINANC	916-263-6114			Ed Worcester					
JOB#	JOB NAME	BILLER		LCC					
	OC FAIR - MAWM (MIGRANT AG WORKER MEMORIAL) PROJECT	Chelsea Langer		001					
OP CODE	DESCRIPTION	TAX LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
1600	PPC Bond - First Set	T 001	6	1	24X36	36	SF	0.2640	9.60
6121	Digital Processing	NT 001	6	1		6	EA	0.5000	3.00
8522	Set Up	T 001	1	1		1	EA	5.7800	5.78

4.23.15
ok to pay
ok to pay
4-22-15

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
18.28		1.22	19.50		19.50

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2005505



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 7928961

INVOICE DATE 02/18/15

WORK ORDER# F1914211

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31
 ATTN: DAVID FREECE
 WILL CALLWATER - CORPORATE
 345 CLINTON ST.
 COSTA MESA, CA 92626

DUE: 02/18/15 at 09:00AM

OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
2210.01	Color Map Mode - First Set	T	001	1	1	36X48	12	SF	4.1250	49.50
2211.01	Color Map Mode - Additional Set	T	001	1	1	36X48	12	SF	1.7600	21.12
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

OK T Pgs
 Bow Eq 4-13-15

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
76.40		6.11	82.51		82.51

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2008294

LT



ARC Document Solutions, LLC
 345 Clinton St, Costa Mesa, CA 92626
 Federal Tax ID: 74-6036592

INVOICE NO. 7930961

INVOICE DATE 02/18/15

WORK ORDER# 522157

SOLD TO: Cust# 402524
 CALIFORNIA FAIRS FINANCING AUTHORITY
 1776 TRIBUTE ROAD
 SUITE 220
 SACRAMENTO, CA 95815

SHIP TO: Cust# 31
 ATTN: CALIFORNIA FAIRS FINANCING AUTHORITY
 WILL CALL/WAITER - CORPORATE
 345 CLINTON ST.
 COSTA MESA, CA 92626

DUE: 02/19/15 at 12:00AM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester					
JOB#	JOB NAME				BILLER	LOC				
	Pacific Amphitheater Project at the Orange County Fair				Maureen Morris	001				
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6157	3rd Party Download	NT	001	1	1		1	EA	6.0000	6.00
1921	File Processing Small Format	NT	001	1	124		124	EA	0.0600	7.44
1935	Multiple PDF	T	001	1	145		145	EA	0.5300	76.85
1945	Staple	T	001	7	1		7	EA	0.2100	1.47
1900	BW Copies 8.5X11	T	001	124	1		124	EA	0.1320	16.37
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

OK to PM
[Signature]
4.6.15

OK to PM
4.15.15

For Billing Inquiries, please contact your local branch at 714-751-2680
 For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
113.91		8.04	121.95		121.95

TERMS: Net 30 Days
 Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
 2009828

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA
95815

February 6, 2015

Attention: David Freese

Inv #: 70109

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
01-09-15	1597		1.60	\$230.00	368.00

o/c

01-12-15 1597

2.80 \$230.00 644.00

o/c

o/c

\$230.00 299.00

01-13-15 1597

1.40 \$230.00 322.00

o/c

01-30-15

575.00

Totals

9.60

\$2,208.00

DISBURSEMENTS

Jan-31-15 Photocopies 54 @ 0.25
 Photocopies 1 @ 0.25

13.50
0.25

Totals \$13.75

Total Fees and Disbursements \$2,221.75

TAX ID Number 95-4655650

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	9.60	\$230.00	\$2,208.00

~~OIG Billed for legal fees and 70% of Disbursement Fees~~

*OKTR
Be 4-10-10*

368.00
644.00
322.00
<hr/>
1334.00
9.65 Exp's
<hr/>
\$1,43.65

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/23/2015 11:17 AM Josie

Loyalty Club: 6006637310286679

Platinum

Room # 333-A

Conf # 85731
Arrival 01/20/15
Departure 01/23/15

Registered To:

Freese, David
292 Shasta Drive
Vacaville, CA 95687

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/20/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/20/15	DEPAL	9	ROOM TAX			\$8.00
01/20/15	DEPAL	91	CITY BIA			\$3.00
01/21/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/21/15	DEPAL	9	ROOM TAX			\$8.00
01/21/15	DEPAL	91	CITY BIA			\$3.00
01/22/15	Omar	RT	RESTAURANT			\$16.79
01/22/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/22/15	DEPAL	9	ROOM TAX			\$8.00
01/22/15	DEPAL	91	CITY BIA			\$3.00
01/23/15	Josie	VS	PAYMENT VISA/MC		0686 - 020235	\$349.76-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0606
Card Type : Visa
Authorization Code : 813224

Cashier : 27 Seq # 21765
License Plate : NOPLATE
Ent : 04:50 01/20/15 Lane 39
Exit: 16:42 01/23/15 Lane 56
Duration: 3D(s) 11H(s) 52M(s)
Rate Code: 36 Shift: 162

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00
Taxes Included

*** Start Calculation Details ***

4 Day(s) @\$17.00 = \$68.00

*** End Calculation Details ***

*** Thank You ***

Sign : _____

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #FNFOR6

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, January 27, 2015 - Thursday, January 29, 2015

Air Total: \$454.20

Amount Paid
 \$454.20

Trip Total
 \$454.20

JAN 27
 TUE 01/27/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 01/27/2015 - 01/29/2015

Confirmation #
FNFOR6

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART JAN 27	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3918 Southwest	Tuesday, January 27, 2015
TUE	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JAN 29	02:50 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1063 Southwest	Thursday, January 29, 2015
THU	04:15 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013. Customers who fail to cancel reservations for a Wanna Get Away or DIRT! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SHF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • 100% Refundable • 100% Change Fee Waived • 100% Baggage Fees 	1	\$227.10
Return	SNA-SHF	Anytime Great Flexibility	<ul style="list-style-type: none"> • 100% Refundable • 100% Change Fee Waived • 100% Baggage Fees 	1	\$227.10
Enroll in Rapid Rewards and earn at least 3962 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.				Subtotal	\$454.20
Carry-on Items: 1 bag + 1 small personal item are free, see full details. Checked Items: First and second bags are free, size and weight limits apply.				Bag Charge	\$0.00
					Air Total:
					\$454.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-1737	\$454.20

Amount Paid
\$454.20

Trip Total
\$454.20

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020 ✓

05417@hotel.bestwestern.com

C/O 01/29/2015 11:16 AM mary
Loyalty Club: 6006637391147204

Diamond

Room # 307-A

Conf # 86117
Arrival 01/27/15
Départure 01/29/15

Registered To:
Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/27/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/27/15	DEPAL	9	ROOM TAX			\$8.00
01/27/15	DEPAL	91	CITY BIA			\$3.00
01/28/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/28/15	DEPAL	9	ROOM TAX			\$8.00
01/28/15	DEPAL	91	CITY BIA			\$3.00
01/29/15	mary	VS	PAYMENT VISA/MC		1737 - 127292	\$221.98-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

✓

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : 819253

Cashier : 10 Seq # 8703
License Plate : NOPLATE
Ent : 08:09 01/27/15 Lane 35
Exit: 16:35 01/29/15 Lane 60
Duration: 20(s) 0H(s) 26M(s)
Rate Code: 36 Shift: 255

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00
Taxes Included

*** Start Calculation Details ***

3 Day(s) @\$17.00 = \$51.00

*** End Calculation Details ***

*** Thank You ***

Sign : _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/30/2015 07:43 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 333-A

Registered To:

Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 85873
Arrival 01/26/15
Departure 01/30/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/26/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/26/15	DEPAL	9	ROOM TAX			\$8.00
01/26/15	DEPAL	91	CITY BIA			\$3.00
01/27/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/27/15	DEPAL	9	ROOM TAX			\$8.00
01/27/15	DEPAL	91	CITY BIA			\$3.00
01/28/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/28/15	DEPAL	9	ROOM TAX			\$8.00
01/28/15	DEPAL	91	CITY BIA			\$3.00
01/29/15	DEPAL	RC	ROOM CHARGE			\$99.99
01/29/15	DEPAL	9	ROOM TAX			\$8.00
01/29/15	DEPAL	91	CITY BIA			\$3.00
01/30/15	mary	VS	PAYMENT VISA/MC		0686 - 716235	\$443.96-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 710301

Cashier : 27 Seq # 7201
License Plate : NOPLATE
Ent : 04:54 01/26/15 Lane 38
Exit: 15:09 01/30/15 Lane 60
Duration: 4D(s) 10H(s) 15M(s)
Rate Code: 36 Shift: 002

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00
Taxes Included

*** Start Calculation Details ***

5 Day(s) @\$17.00 = \$85.00

*** End Calculation Details ***

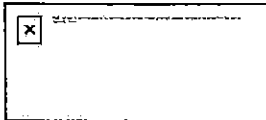
*** Thank You ***

Sign : _____

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 29, 2015 12:38 PM
To: David Freese
Subject: Flight reservation (F8NVBD) | 02FEB15 | SMF-SNA | Freese/David

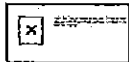
You're all set for your trip!



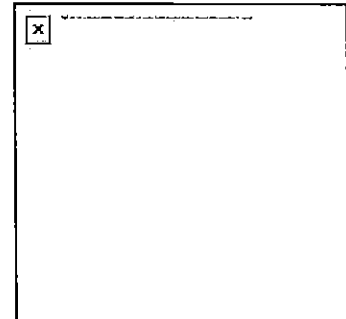
[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 02/02/15 - Orange County



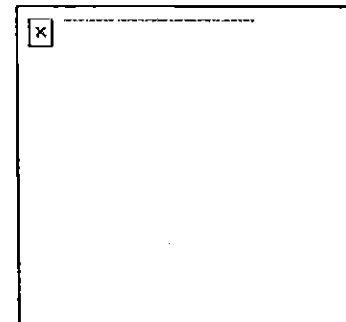
AIR Itinerary

AIR Confirmation: F8NVBD

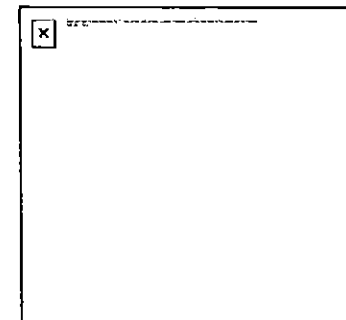
Confirmation Date: 01/29/2015

Passenger(s)	Rapld Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	6262478663011	Jan 29, 2016	3962

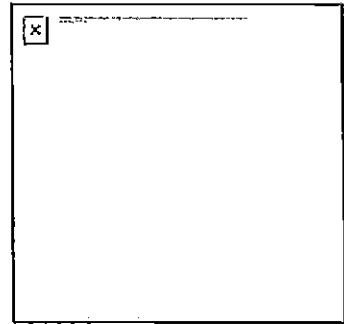
Rapid Rewards points earned are only estimates. Visit your (MySouthwest Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Mon Feb 2	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins <u>Anytime</u>
Fri Feb 6	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM



Arrive in SACRAMENTO, CA (SMF) at 4:15 PM
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

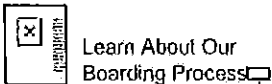
- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 454.20

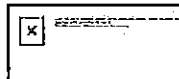
Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262478663011: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA198.14YL WN SMF198.14YL 396.28 END ZPSMFSNA XF5MF4.5SNA4.5
AY11.20\$SMF5.60 SNA5.60



Learn About Our
Boarding Process



Get EarlyBird
Check-In® Details

Cost and Payment Summary

AIR · F8NVBD

Base Fare	\$ 396.28	Payment Information
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 29, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$454.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 454.20	

Español



FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS*



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #8U8X8W

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, February 3, 2015 - Thursday, February 5, 2015

Air Total: \$426.20

Amount Paid
 \$426.20

Trip Total
 \$426.20

FEB 3
 TUE 02/03/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 02/03/2015 - 02/05/2015

Confirmation #
8U8X8W

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

000C0325019796

DEPART FEB 3	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948 Southwest	Tuesday, February 3, 2015
TUE	10:55 AM	Arrive In Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN FEB 5	02:50 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1064 Southwest	Thursday, February 5, 2015
THU	04:15 PM	Arrive In Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DINGI fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type (View Fare Rules)	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Early Departures • No Change Fees • No Upgrade Fees 	1	\$227.10
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees • No Upgrade Fees • No Baggage Fees • No Seat Selection Fees • No Standby Fees • No Same-Day Change Fees • No Same-Day Cancellation Fees • No Same-Day Standby Fees 	1	\$199.10

Enroll in Rapid Rewards and earn at least 3014 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$426.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$426.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXX-1737	\$426.20

Amount Paid
\$426.20

Trip Total
\$426.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions, Privacy Policy

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same Day Changes • No Change Fees 	1	\$227.10
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same Day Changes • No Change Fees 	1	\$227.10

Enroll in Rapid Rewards and earn at least 3962 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$454.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

Air Total:
\$454.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$454.20

Amount Paid
\$454.20

Trip Total
\$454.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS



Your reservation has been cancelled.

Your request for a refund of \$227.10 has been submitted, and the remaining nonrefundable balance of \$199.10 will be held for future use.

You may View Travel Funds or Book a Flight while applying Travel Funds prior to its expiration date.

Please print this page for your records.

TRAVEL FUNDS INFORMATION

Confirmation Number	Passenger(s)	Depart	Return	Expiration Date
B08X8W	BRYAN EUBANKS	Feb 3	Feb 5	01/29/2016

Need help?
Contact Us

Customer Service | FAQ

Subscribe
Click 'N Save

Save big on travel each week. Sign up

Connect with us

Nuts About Southwest Blog

Mobile Apps

About Southwest

What's New

Press Room

Investor Relations

Southwest Citizenship

Customer Commitments

Southwest Merchandise

Southwest? The Magazine

Careers

Supplier Information

Advertise with Southwest

Flying Southwest

Why Fly Southwest?

Popular Routes

International Travel

Airport Information

Flight Schedules

Southwest Products

EarlyBird Check-in

Business Select

Southwest gift card

WiFi & Inflight Entertainment

Southwest Vacations

Business Travel & Groups

Charter Services

Customer Service

FAQ

Special Assistance

Customers of Size

Traveling with Infants

Traveling with Pets

Purchasing & Refunds

Lost and Found

Baggage Policies

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases in Trip

Air
Confirmation #85XA2B
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA Thursday, February 5, 2015 - Friday, February 6, 2015
Air Total: \$454.20

Amount Paid
\$454.20

Trip Total
\$454.20



02/05/15 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
02/05/2015 - 02/06/2015

Confirmation #
85XA2B

Adult Passenger(s)

BRYAN EUBANKS
Subscribe to Flight Status Messaging

Rapid Rewards #
00000325019796

DEPART FEB 5 THU	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948 Southwest	Thursday, February 5, 2015
	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN FEB 6 FRI	02:50 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1064 Southwest	Friday, February 6, 2015
	04:15 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> - Fully Refundable - Same-Day Changes - No Change Fees 	1	\$227.10
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> - Fully Refundable - Same-Day Changes - No Change Fees 	1	\$227.10

Earn at least 3962 Rapid Rewards Points when you take this trip.

Subtotal **\$454.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$454.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$454.20

Amount Paid
\$454.20

Trip Total
\$454.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627

(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/05/2015 11:39 AM Josie

Loyalty Club: 6006637391147204 Diamond

Room # 302-A

Conf # 86509
Arrival 02/04/15
Departure 02/05/15Registered To:
Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688Room Type QQZ-QQ-Business-
Guests 2 / 0Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/04/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/04/15	DEPAL	9	ROOM TAX			\$8.00
02/04/15	DEPAL	91	CITY BIA			\$3.00
02/05/15	Josie	VS	PAYMENT VISA/MC		1737 - 205011	\$110.99-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/06/2015 11:43 AM Josie

Loyalty Club: 6006637391147204

Diamond

Room # 319-A

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

Conf # 86532
Arrival 02/05/15
Departure 02/06/15

Room Type KDZ-King -
Guests 2 / 0

(000) 000-0000

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/05/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/05/15	DEPAL	9	ROOM TAX			\$8.00
02/05/15	DEPAL	91	CITY BIA			\$3.00
02/06/15	Josie	VS	PAYMENT VISA/MC		1737 - 715070	\$110.99-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 02/06/2015 11:43 AM Josie

Loyalty Club: 6006637391147204 Diamond

Room # 319-A

Registered To:
Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

Conf # 86532
Arrival 02/05/15
Departure 02/06/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/05/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/05/15	DEPAL	9	ROOM TAX			\$8.00
02/05/15	DEPAL	91	CITY BIA			\$3.00
02/06/15	Josie	VS	PAYMENT VISA/MC		1737 - 715070	\$110.99-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/06/2015 07:03 AM DEPALM

Loyalty Club: 6006637310286679 Platinum

Room # 333-A

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 86183
Arrival 02/02/15
Departure 02/06/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/02/15	khaled	RC	ROOM CHARGE			\$99.99
02/02/15	khaled	9	ROOM TAX			\$8.00
02/02/15	khaled	91	CITY BIA			\$3.00
02/03/15	kelly	RT	RESTAURANT		dinner	\$16.79
02/03/15	khaled	RC	ROOM CHARGE			\$99.99
02/03/15	khaled	9	ROOM TAX			\$8.00
02/03/15	khaled	91	CITY BIA			\$3.00
02/04/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/04/15	DEPAL	9	ROOM TAX			\$8.00
02/04/15	DEPAL	91	CITY BIA			\$3.00
02/05/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/05/15	DEPAL	9	ROOM TAX			\$8.00
02/05/15	DEPAL	91	CITY BIA			\$3.00
02/06/15	DEPAL	VS	PAYMENT VISA/MC		0686 - 812012	\$460.75-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : B16033

Cashier : 59 Seq # 36878
License Plate : NOPLATE
Ent : 19:34 02/04/15 Lane 35
Exit: 16:33 02/06/15 Lane 62
Duration: 1D(s) 20H(s) 69M(s)
Rate Code: 36 Shift: 161

FEE	\$	34.00
AMOUNT TEND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 34.00
Taxes Included

*** Start Calculation Details ***

2 Day(s) @ \$17.00 = \$34.00

*** End Calculation Details ***

*** Thank You ***



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 816011

Cashier : 59 Seq # 36866
License Plate : NOPLATE
Ent : 04:51 02/02/15 Lane 39
Exit: 16:11 02/06/15 Lane 62
Duration: 4D(s) 1H(s) 20M(s)
Rate Code: 36 Shift: 161

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00
Taxes Included

*** Start Calculation Details ***

5 Day(s) @\$17.00 = \$85.00

*** End Calculation Details ***

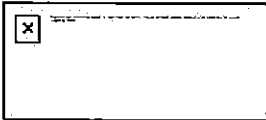
*** Thank You ***

Sign : _____

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 29, 2015 12:40 PM
To: David Freese
Subject: Flight reservation (F5HVBZ) | 09FEB15 | SMF-SNA | Freese/David

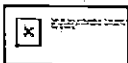
You're all set for your trip!



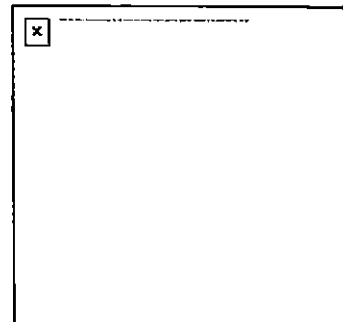
[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 02/09/15 - Orange County



AIR Itinerary

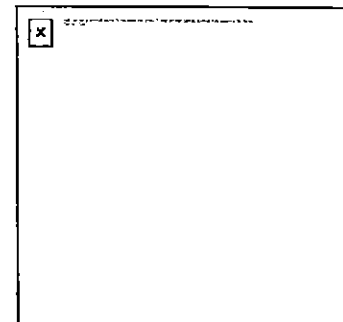
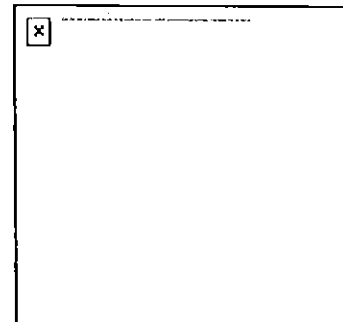
AIR Confirmation: F5HVBZ

Confirmation Date: 01/29/2015

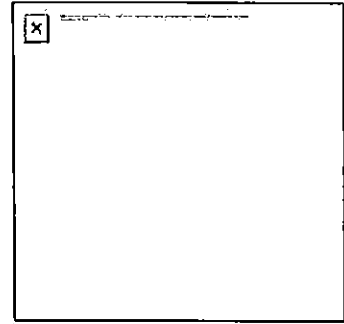
Passenger(s)	Rapld Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262478663660	Jan 29, 2016	2813

Rapld Rewards points earned are only estimates. Visit your (MySouthwest Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Feb 9	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins Wanna Get Away
Fri Feb 13	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM



Arrive in **SACRAMENTO, CA (SMF)** at **4:15 PM**
Travel Time 1 hrs 25 mins
[Anytime](#)



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 390.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

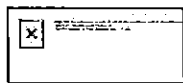
Fare Rule(s): 5262478663660: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA138.60OLNCPNR WN SMF198.14YL 336.74 END ZPSMF SNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our
Boarding Process



Get EarlyBird
Check-In® Details

Cost and Payment Summary

AIR · F5HV8Z

Base Fare	\$ 336.74	Payment Information
Excise Taxes	\$ 25.26	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 29, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$390.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 390.20	

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS*



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air
 Confirmation #0VHGDN
 Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, February 10, 2015 - Thursday, February 12, 2015

Air Total: \$426.20

Amount Paid
\$426.20

Trip Total
\$426.20

FEB 10
TUE 02/10/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 02/10/2015 - 02/12/2015

Confirmation #
8VHGDN

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART FEB 10 TUE	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948 Southwest	Tuesday, February 10, 2015
	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN FEB 12 THU	02:15 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #1064 Southwest	Thursday, February 12, 2015
	04:15 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> > Fully Refundable > Same-Day Changes > No Change Fees 	1	\$227.10
Return	SHA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> > No Change Fees > Applies to 2nd class or better > Travel & Funds > Insurance Waiver - no name changes allowed > Not redeemable for award travel with Points 	1	\$199.10

Enroll in Rapid Rewards and earn at least 3014 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$426.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details. Checked Items: first and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$426.20

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Fair Oaks, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$227.10
Travel Funds - 808X8W - 9179	Original Balance \$199.10 Applied \$199.10 Remaining \$0.00

Amount Paid
\$426.20

Trip Total
\$426.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions. Privacy Policy

SHELL 57402713701
1512 SOUTHEAST BRISTOL
SANTA ANA, Ca
92620

02/12/2015 01:02:52 PM 869745967

XXXX XXXX XXXX 1737 VISA
THRUICE 1/2624
AUTH 512192

PUMP #	7.8360
REGULAR	2.899
PRICE/GAL	
FUEL 16 .L	\$ 22.72

Subtotal = \$ 22.72
Tax = \$ 0.00

Total = \$ 22.72

CREDIT \$ 22.72

Choose Shell Nitrogen Enriched
Gasolines. No other gasolines protect
better.

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020 ✓

05417@hotel.bestwestern.com

C/O 02/12/2015 09:54 AM Josie

Loyalty Club: 6006637391147204

Diamond

Room # 320-A

Conf # 86581

Arrival 02/10/15

Departure 02/12/15

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
YACAVILLE, CA 95688

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/10/15	khaled	RC	ROOM CHARGE			\$99.99
02/10/15	khaled	9	ROOM TAX			\$8.00
02/10/15	khaled	91	CITY BIA			\$3.00
02/11/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/11/15	DEPAL	9	ROOM TAX			\$8.00
02/11/15	DEPAL	91	CITY BIA			\$3.00
02/12/15	Josie	VS	PAYMENT VISA/MC		1737 - 910105	\$221.98-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/12/2015 12:33 PM mary

Loyalty Club: 6006637310286679

Platinum

Room # 301-A

Registered To:

Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 86415
Arrival 02/09/15
Departure 02/12/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/09/15	khaled	RC	ROOM CHARGE			\$99.99
02/09/15	khaled	9	ROOM TAX			\$8.00
02/09/15	khaled	91	CITY BIA			\$3.00
02/10/15	khaled	RC	ROOM CHARGE			\$99.99
02/10/15	khaled	9	ROOM TAX			\$8.00
02/10/15	khaled	91	CITY BIA			\$3.00
02/11/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/11/15	DEPAL	9	ROOM TAX			\$8.00
02/11/15	DEPAL	91	CITY BIA			\$3.00
02/12/15	mary	VS	PAYMENT VISA/MC		0686 - 129041	\$332.97-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

✓
SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : 812103

Cashier : BB Seq # 27790
License Plate : NOPLATE
Ent : 08:10 02/10/15 Lane 35
Exit : 16:30 02/12/15 Lane 56
Duration: 2D(s) 8H(s) 20M(s)
Rate Code: 36 Shift: 236

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00
Taxes Included

Start Calculation Details

3 Day(s) @ \$17.00 = \$51.00

End Calculation Details

Thank You

Sign :



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0886
Card Type : Visa
Authorization Code : 812113

Cashier : 88 Seq # 27791
License Plate : NOPLATE
Ent : 05:08 02/09/15 Lane 39
Exit: 16:31 02/12/15 Lane 56
Duration: 3D(s) 11H(s) 25M(s)
Rate Code: 36 Shift: 236

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CF \$ 68.00
Taxes Included

+++ Start Calculation Details +++

4 Day(s) @ \$17.00 = \$68.00

+++ End Calculation Details +++

+++ Thank You +++

Sign : _____

construction

From: Dollar Rent A Car <dollarrentacar@email.dollar.com>
Sent: Thursday, February 12, 2015 2:05 PM
To: construction
Subject: E-Mail Receipt From Your Recent Dollar Rental

Thank you for choosing Dollar!

Here is the receipt from your recent rental. It's just one more way we strive to provide you with the most convenient rental experience. We hope to see you again soon.

CUSTOMER INFORMATION

Name: BRYAN EUBANKS
Corporate ID:
Express: *****
Additional Drivers:

RENTAL PICK UP LOCATION

JOHN WAYNE AIRPORT
18601 AIRPORT WAY SUITE 71
SANTA ANA, CA 92707

VEHICLE INFORMATION

Veh. #: E51966
Tag #: 7BLJ189
Rate Code: RCUD3
Car Class: IDAR
Fuel Level Out: 8

Fuel Level In: 8
Mileage Out: 34947
Mileage In: 35082
Total Miles: 135

RENTAL RETURN LOCATION

JOHN WAYNE AIRPORT
18601 AIRPORT WAY SUITE 71
SANTA ANA, CA 92707

RENTAL ENDED ON

Date/Time: 2/12/2015 1:54:08 PM
Rental Agreement #: DB062836

Date/Time Out: 2/10/2015 11:15:00 AM
Date/Time In: 2/12/2015 1:54:08 PM

CHARGES

Time	\$228.41
Mile	\$0.00
State Tax	\$23.63
Upgrade	\$32.97
Apconrecfee	\$29.54
Tourism Surcharge	\$6.80
Freqflyersurcharge	\$4.50
Total Charges:	\$325.85

PAYMENT DETAILS

Deposits:	\$0.00
Net Due:	\$325.85
Payments:	\$325.85
Balance Due:	\$0.00

VI *****1737
\$325.85 2/12/2015

This electronic receipt was automatically generated at your time of vehicle return. Additional fees for fuel, damages or other charges may apply to your final bill upon the post-return inspection of the vehicle.



[Privacy Policy](#) | [Questions or Comments](#)

Please keep in mind that additional charges may be incurred after your rental to cover any damage, traffic violations or tolls. Let us know if you would like another copy of your receipt.

David Freese

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, January 29, 2015 12:41 PM
To: David Freese
Subject: Flight reservation (FYAVBV) | 16FEB15 | SMF-SNA | Freese/David

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!



AIR CONFIRMATION: FYAVBV

Confirmation Date: 01/29/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262478664188	Jan 29, 2016	2662

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Feb 16	922	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins Wanna Get Away

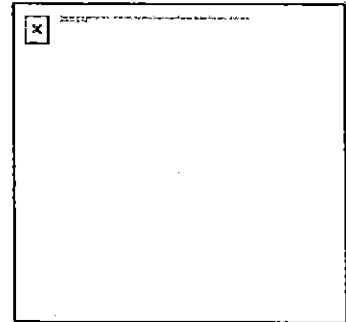
Fri Feb 20	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM
------------	------	---

1

Fri Feb 20	1064	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:50 PM
------------	------	---

1

Arrive in **SACRAMENTO, CA (SMF)** at **4:15 PM**
Travel Time 1 hrs 25 mins
Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WiFi, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. Learn more.

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 363.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

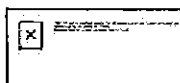
Fare Rule(s): 5262478664188: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA113,49MLNUPNR WN SMF198.14YL 311.63 END ZPSMFSNA
XF5SMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn About Our
Boarding Process



Get EarlyBird
Check-In@ Details

Cost and Payment Summary

AIR FYAVBV

Base Fare	\$ 311.63	Payment Information
Excise Taxes	\$ 23.37	Payment Type: Visa XXXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jan 29, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$363.20
<u>September 11th Security Fee</u>	<u>\$ 11.20</u>	
Total Air Cost	\$ 363.20	



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76549
Date Paid: 05/13/2015

Payment Authorization

Date: 05/06/2015

Amount: \$12,120.00

Vendor Name: CFFA

Invoice No.: 1694

Invoice Date: 05/06/2015

Project No.: 03213031

Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

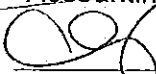
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Blvd. 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: 1694
Invoice Date: 5/6/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031-B AWI Change Order #3, 4, 7, 8, 25 & 26 admin fee - settlement agreement	12,120.00
	\$12,120.00

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$12,120.00
Sales Tax: 0.00
Invoice Total: \$12,120.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76629
Date Paid: 05/21/2015

Payment Authorization

Date: 05/12/2015

Amount: \$1,020.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 110538

4/30/2015

Invoice Date:

Project No.: 03213031

Project Name:

Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Bryce E.
Project Manager

Bryce E.
Construction Manager

Cathy Fisher
Accounting Administrator

[Signature]
Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91781
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
4/30/2015	110538
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	5/30/2015	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626					
4/14/2015	Concrete Inspector, per hour			8	82.00	656.00
4/14/2015	Lab Nos.: 04302-04306 Compression Testing, concrete cyls., each			5	20.00	100.00
4/15/2015	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/30/2015	Certified Payroll Requirement			1	100.00	100.00
<p>LOG INTO OUR WEBSITE TO VIEW YOUR REPORTS: www.heiderengineering.com/login USERNAME: freese PASSWORD: freese</p> <p align="center"><i>5.12.15 ok to pay John</i></p>						
Please remit to above address.				Total		\$1,020.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76655
Date Paid: 05/27/2015

Payment Authorization

Date: 12/3/2014

Amount: \$7,868.60

Vendor Name: CFFA

Invoice No.: 1629

Invoice Date: 12/3/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, State 100
Sacramento, CA 95818
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: 1629
Invoice Date: 12/3/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13-031A Direct Costs July 2014 See Attached GL detail and invoices	7,868.60
	<u>\$7,868.60</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$7,868.60
Sales Tax: 0.00
Invoice Total: \$7,868.60

General Ledger Detail

(7/1/2014 - 7/31/2014)

CFFA
Cindy Fisher

Unit Of Measure: \$

Tuesday, December 2, 2014 11:26:32AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance	
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							41,728.29	
7/6/2014	Summarized AP Invoices	Invoices	AP-Invoice		4,797.75			
7/6/2014	Orbach Huff Suarez & Henderson LLP	Invoice: 68796	Legal 06/03/14-	06/30/14			4,797.75	
651-032-03213031-A Net:					4,797.75	0.00	46,526.04	
664-032-03213031-A Travel-projects, 032, Pac Amp Phas							22,107.94	
7/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		3,030.85			
7/21/2014	West America Bank	Invoice: Car Rental	U-Save Car & Truck Rental	Costa Mesa-07/			706.23	
7/21/2014	West America Bank	Invoice: 06/20 Fuel	Shell Oil-Santa Ana				45.93	
7/21/2014	West America Bank	Invoice: 06/20 Hotel	Freese Best Western / Costa Mesa-freese				443.96	
7/21/2014	West America Bank	Invoice: 06/20 Parking	Sac Airport- Freese				85.00	
7/21/2014	West America Bank	Invoice: 06/23 flight	Southwest - Eubanks-5262425357812	6/23/2, 6/23 Dep 6/27 Ret			436.00	
7/21/2014	West America Bank	Invoice: 06/25 change fee	Southwest C. Fisher 5262424369495	change, change fee			85.00	
7/21/2014	West America Bank	Invoice: 06/26 Hotel	Best Western / Costa Mesa-Eubanks				399.57	
7/21/2014	West America Bank	Invoice: 06/26 Hotel	Best Western / Costa Mesa-Eubanks				133.19	
7/21/2014	West America Bank	Invoice: 06/26~change fee	Southwest C. Fisher 5262426217146	change			28.00	
7/21/2014	West America Bank	Invoice: 06/27 flight chg fee	Southwest - Eubanks-5262426796914	change, change fee			28.00	
7/21/2014	West America Bank	Invoice: 06/27 Fuel	Shell Oil-Freese Santa Ana				43.10	
7/21/2014	West America Bank	Invoice: 06/30/2014 flight	Southwest - Eubanks 5262426711288	6/30/2			454.00	
7/21/2014	West America Bank	Invoice: 07/02 Hotel	Best Western / Costa Mesa-Eubanks				266.38	
7/21/2014	West America Bank	Invoice: 07/03 change fee	Southwest - Eubanks-5262428246701				10.00	
7/21/2014	West America Bank	Invoice: 07/03 Fuel	76/costa mesa,				29.30	
7/21/2014	West America Bank	Invoice: 07/03 Hotel	Best Western / Costa Mesa-Eubanks				133.19	
7/21/2014	West America Bank	Invoice: 07/03 Parking	Sac Airport- B. Eubanks				68.00	
7/21/2014	West America Bank	Invoice: 07/08 flight credit	Southwest - Eubanks-5260103469181	credit			444.00	
7/21/2014	West America Bank	Invoice: 6/27 Parking	Sac Airport- B. Eubanks				80.00	
664-032-03213031-A Net:					3,030.85	0.00	25,138.79	
668-032-03213031-A Misc Expense-Project, 032, Pac Amp							1,074.64	
7/30/2014	Summarized AP Invoices	Invoices	AP-Invoice		40.00			
7/30/2014	American Reprographics Company	Invoice: 7627160	Pac Amp II Monthly User Fee-July 2014,	Planwell and			40.00	
	Bidcaster -JUL							
668-032-03213031-A Net:					40.00	0.00	1,114.64	
\$ Grand Totals								
		<u>Beginning Balance</u>	<u>Net Activity</u>			<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		64,910.87	7,868.60			7,868.60	0.00	72,779.47
\$ Trial Balances								
				Prior:	64,910.87	0.00	64,910.87	
				Activity:	7,868.60	0.00	7,868.60 ✓	
				Ending:	72,779.47	0.00	72,779.47	

03213031

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA
95815

July 2, 2014

Attention: David Freese

Inv #: 68796

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
06-03-14	1597		1.20	\$230.00	276.00
06-04-14	1597		1.60	\$230.00	368.00
06-05-14	1597		1.60	\$230.00	368.00
	1600		0.60	\$230.00	138.00
06-06-14	1597		1.30	\$230.00	299.00
06-09-14	1597		0.20	\$230.00	46.00

Invoice #: 68796

Page 2

July 2, 2014

	1597	0.50	\$230.00	115.00
06-10-14	1597	1.10	\$230.00	253.00
	1597	0.80	\$230.00	184.00
	1597	0.80	\$230.00	184.00
06-11-14	1597	0.20	\$230.00	46.00
	1597	0.20	\$230.00	46.00
	1597	0.20	\$230.00	46.00
06-12-14	1597	0.40	\$230.00	92.00
	1597	0.10	\$230.00	23.00
06-13-14	1597	1.70	\$230.00	391.00
	1597	0.20	\$230.00	46.00
06-17-14	1597	1.20	\$230.00	276.00
	1600	1.30	\$230.00	299.00

Invoice #: 68796

Page 4

July 2, 2014

06-23-14	1597	1.30	\$230.00	299.00
06-25-14	1597	1.30	\$230.00	299.00
06-26-14	1597	0.80	\$230.00	184.00
06-27-14	1600	0.40	\$230.00	92.00
06-30-14	1600	1.80	\$230.00	414.00

Totals		20.80	\$4,784.00
--------	--	-------	------------

DISBURSEMENTS

May-31-14	Photocopies 2 @ 0.25	0.50
Jun-30-14	Outside Printing State of California request for copies refund.	-17.00
	Photocopies 3 @ 0.25	0.75
	Photocopies 32 @ 0.25	8.00
	Photocopies 86 @ 0.25	21.50
Totals		\$13.75

Total Fees and Disbursements

\$4,797.75

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	16.70	\$230.00	\$3,841.00
1600	Cate Boskoff	4.10	\$230.00	\$943.00

OK to pay
Br *SK* 8-6-14

STATION 5704272791
1517 REPUBLIC DRIVE
COLUMBIA, MO
65201

05/26/2014 12:54:24 PM 46702903

AXIS BANK AXEN 0590 9158
LICENSE 530470
AUTH #10292

PUMP # 5	
REGULAR	10.99L
PRICE/GAL	4.17
FUEL TOTAL	\$ 45.9

Subtotal = \$ 45.90
Tax = \$ 0.00

Total = \$ 45.90

RECEIPT \$ 45.90

Choose Shell Nitrogen Enriched
Gasolines. No other gasolines protect
better.

BEST WESTERN PLUS NEWPORT INN
 2642 Newport Blvd.
 Costa Mesa, CA 92627



(949) 650-3020
 05417@hotel.bestwestern.com

C/O 06/20/2014 01:41 PM mary

Loyalty Club: 6006637310286679 BASE

Room # 332-A

Registered To:

FREESE, DAVID
 292 SHASTA DRIVE
 VACAVILLE, CA 95687

Conf # 73286
 Arrival 06/16/14
 Departure 06/20/14

Room Type QQZ-QQ-Business-
 Guests 2 / 0

Payment Visa/Master
 Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/16/14	DEPAL	RC	ROOM CHARGE			\$99.99
06/16/14	DEPAL	9	ROOM TAX			\$8.00
06/16/14	DEPAL	91	CITY BIA			\$3.00
06/17/14	DEPAL	RC	ROOM CHARGE			\$99.99
06/17/14	DEPAL	9	ROOM TAX			\$8.00
06/17/14	DEPAL	91	CITY BIA			\$3.00
06/18/14	DEPAL	RC	ROOM CHARGE			\$99.99
06/18/14	DEPAL	9	ROOM TAX			\$8.00
06/18/14	DEPAL	91	CITY BIA			\$3.00
06/19/14	DEPAL	RC	ROOM CHARGE			\$99.99
06/19/14	DEPAL	9	ROOM TAX			\$8.00
06/19/14	DEPAL	91	CITY BIA			\$3.00
06/20/14	mary	VS	PAYMENT VISA/MC		0686 - 516115	\$443.96
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0688
Card Type : Visa
Authorization Code : 810204

Cashier : 59 Seq # 47255
License Plate : NOPLATE
Ent : 04:51 06/07/14 Lane 39
Exit: 16:40 06/20/14 Lane 58
Duration: 4D(s) 1H(s) 49M(s)
Rate Code: 38 Shift: 154

FEE	↗	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00
PAID AT CT	\$	85.00
Taxes Included		

*** Start Calculation Details ***

5 Day(s) @ \$17.00 = \$85.00

*** End Calculation Details ***

*** Thank You ***

191 :



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #MR6Q3S

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Monday, June 23, 2014 - Friday, June 27, 2014

Air Total: \$438.00

Amount Paid
\$436.00

Trip Total
\$436.00

JUN 23
MON **06/23/14 - Orange County**

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 06/23/2014 - 06/27/2014

Confirmation #
MR6Q3S

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART JUN 23 MON	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2141 southwest WiFi available	Monday, June 23, 2014
	11:00 AM	Arrive In Orange County/Santa Ana, CA (SNA)		Travel Time 1 h 30 m (Nonstop) Anytime
RETURN JUN 27 FRI	02:55 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #4097 southwest WiFi available	Friday, June 27, 2014
	04:15 PM	Arrive In Sacramento, CA (SMF)		Travel Time 1 h 20 m (Nonstop) Wanna Get Away

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same Day Cancellations • No Change Fees 	1	\$232.00
Return	SNA-SMF	Wanna Get Away Excelsior Value	<ul style="list-style-type: none"> • No Change Fees (subject to fare difference applied) • Rapid Rewards • Weekend Getaways - no change charges allowed • Booked on Delta Connects purchased on Delta 	1	\$204.00

Enroll in Rapid Rewards and earn at least 3133 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal \$436.00
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.

Checked Items: first and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$436.00

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-1737	\$436.00

Amount Paid
\$436.00

Trip Total
\$436.00



July 2014 Statement 06/19/2014 - 07/21/2014

Page 2 of 4

CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service (1-866-552-8855



Transactions EUBANKS,BRYANK Credit Limit

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Other Credits		
			TX		

Purchases and Other Debits

06/19	06/17	2893	SOUTHWES 5262424369495 800-435-9792 TX FISHER/GINDY 06/25/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$85.00	✓
-------	-------	------	---	---------	---

21st Fed War

Change Fee

oc visit

Handwritten notes and scribbles

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 06/26/2014 09:23 AM Omar M

Loyalty Club: 6006637391147204 Diamond

Room # 304-A

Registered To:

Eubanks, Bryan
3431 Cantelow Rd
VACAVILLE, CA 95688

Conf # 73770
Arrival 06/23/14
Departure 06/26/14

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/23/14	khaled	RC	ROOM CHARGE			\$119.99
06/23/14	khaled	9	ROOM TAX			\$9.60
06/23/14	khaled	91	CITY BIA			\$3.60
06/24/14	khaled	RC	ROOM CHARGE			\$119.99
06/24/14	khaled	9	ROOM TAX			\$9.60
06/24/14	khaled	91	CITY BIA			\$3.60
06/25/14	khaled	RC	ROOM CHARGE			\$119.99
06/25/14	khaled	9	ROOM TAX			\$9.60
06/25/14	khaled	91	CITY BIA			\$3.60
06/26/14	Omar	VS	PAYMENT VISA/MC		1737 - 713281	\$399.57-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

06/27/2014 06:12 AM

Loyalty Club: 6006637391147204 Diamond

Room # 306-A

Registered To:

Eubanks, Bryan
3431 Cantelow Rd
VACAVILLE, CA 95688

Conf # 74086
Arrival 06/26/14
Departure 06/27/14

Room Type KDZ-King ~
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/26/14	DEPAL	RC	ROOM CHARGE			\$119.99
06/26/14	DEPAL	9	ROOM TAX			\$9.60
06/26/14	DEPAL	91	CITY BIA			\$3.60
06/27/14	DEPAL	VS	PAYMENT VISA/MC		1737 - 126225	\$133.19-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, June 24, 2014 4:34 PM
To: construction
Subject: UPDATED flight reservation (MH82Y6) | 25JUN14 | SMF-SNA, SAN-SMF | Fisher/Cindy

You're all set for your trip



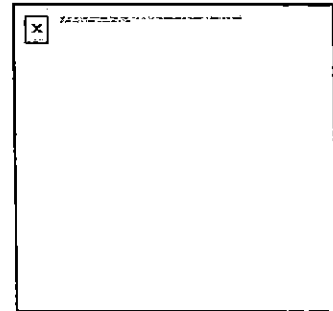
[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

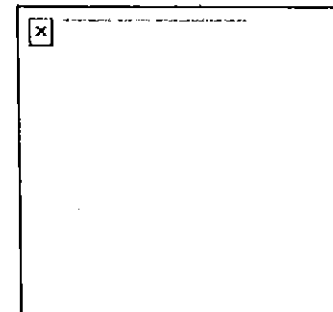


AIR Itinerary

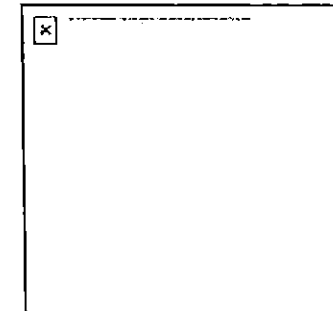
AIR Confirmation: MH82Y6

Confirmation Date: 06/24/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FISHER/CINDY	Join or Add #	5262428217146	Jun 2, 2015	2510



Date	Flight	Departure/Arrival
Wed Jun 25	2141	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 09:30 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 11:00 AM Travel Time 1 hrs 30 mins Anytime
Thu Jun 26	4512	Depart SAN DIEGO, CA (SAN) on Southwest Airlines at 8:15 PM Arrive in SACRAMENTO, CA (SMF) at 9:40 PM Travel Time 1 hrs 25 mins Wanna Get Away

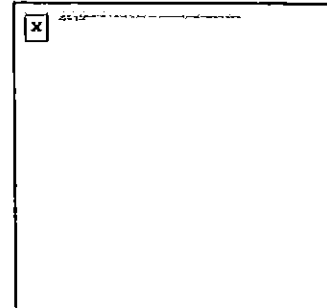
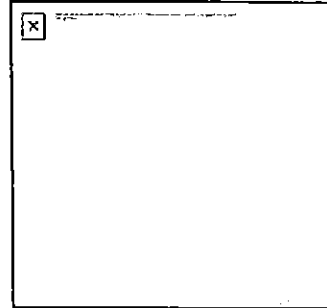


What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Remember to be in the gate area on time and ready to board:

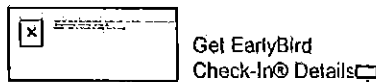
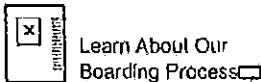
- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



Air Cost: 331.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262426217146: NONTRANSFERABLE. Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.



Cost and Payment Summary

AIR - MH82Y6

Base Fare	\$ 287.45
Excise Taxes	\$ 21.55
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 5.00
Total Air Cost	\$ 331.00

Payment Information

Payment Type: VisaXXXXXXXXXXXX0678
 Date: Jun 24, 2014
 Payment Amount: \$28.00
 Payment Type: Ticket-Exchange
 Date: Jun 24, 2014
 Payment Amount: \$303.00

see visit change

del 2014/06

Exchange Detail

Jun 17, 2014 From ticket # 5262424369495 to ticket # 5262426217146

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, June 26, 2014 4:13 PM
To: construction
Subject: UPDATED flight reservation (MR6Q3S) | 27JUN14 | SNA-SMF | Eubanks/Bryan

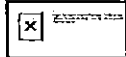
You're all set for your trip!



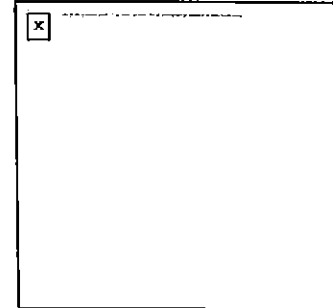
[My Account](#) | [View My Itinerary Online](#)

[Check In Online](#) [Check Flight Status](#) [Change Flight](#) [Special Offers](#) [Hotel Offers](#) [Car Offers](#)

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

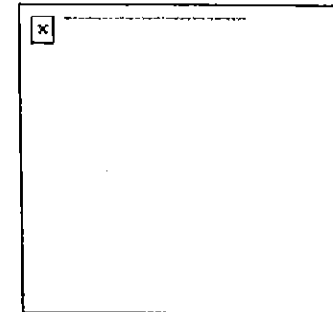


AIR Itinerary

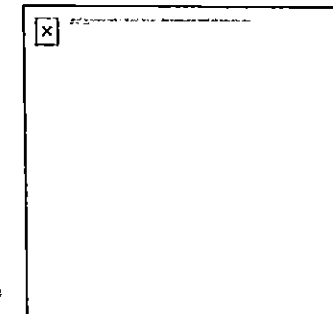
AIR Confirmation: MR6Q3S

Confirmation Date: 06/26/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019798	5262426796914	Jun 20, 2015	2056



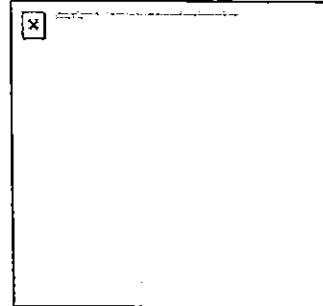
Date	Flight	Departure/Arrival
Fri Jun 27	4737	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 07:30 AM Arrive In SACRAMENTO, CA (SMF) at 08:50 AM Travel Time 1 hrs 20 mins <u>Anytime</u>



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.

- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.



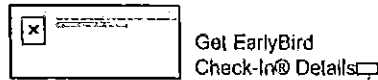
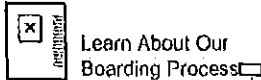
Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 232.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.



Cost and Payment Summary

AIR MR6Q3S

Base Fare	\$ 205.59	Payment Information
Exclude Taxes	\$ 15.41	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 4.00	Date: Jun 26, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$28.00
September 11th Security Fee	\$ 2.50	
Total Air Cost	\$ 232.00	Payment Type: Ticket Exchange
		Date: Jun 26, 2014
		Payment Amount: \$204.00

Exchange Detail
 Jun 22, 2014 From ticket # 5262425631355 to
 ticket # 5262426796914



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation # MFRP7H

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Monday, June 30, 2014 - Wednesday, July 2, 2014

Air Total: \$454.00

Amount Paid
\$454.00

Trip Total
\$454.00

JUN 30
MON **06/30/14 - Orange County**

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 06/30/2014 - 07/02/2014

Confirmation #
MFRP7H

Adult Passenger(s)

BRYAN EUBANKS
 Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART JUN 30 MON	07:40 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #1111 southwest 	Monday, June 30, 2014
	09:10 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available 	Travel Time 1 h 30 m (Nonstop) Anytime
RETURN JUL 2 WED	05:35 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #4844 southwest 	Wednesday, July 2, 2014
	06:55 PM	Arrive in Sacramento, CA (SMF)	WiFi available 	Travel Time 1 h 20 m (Nonstop) Anytime

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime GreatFlexibility	<ul style="list-style-type: none"> • Pay Rewards • Same Day Changes • No Change Fees 	1	\$232.00
Return	SNA-SMF	Anytime GreatFlexibility	<ul style="list-style-type: none"> • Pay Rewards • Same Day Changes • No Change Fees 	1	\$222.00

Enroll in Rapid Rewards and earn at least 4019 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$454.00**
 Fare Breakdown

Carry-on Items: 1 bag + 1 total personal item are free, see full details.
 Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$454.00

Gov't taxes & fees now included

Purchaser Name Bryan Eubanks **Billing Address** 1776 Triboto Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$454.00

Amount Paid
\$454.00

Trip Total
\$454.00

BEST WESTERN PLUS NEWPORT INN
 2642 Newport Blvd.
 Costa Mesa, CA 92627



(949) 650-3020
 05417@hotel.bestwestern.com

C/O 07/02/2014 07:17 AM mary

Loyalty Club: 6006637391147204 Diamond

Room # 308-A

Registered To:

Eubanks, Bryan
 3431 Cantelow Rd
 YACAVILLE, CA 95688

Conf # 74087
 Arrival 06/30/14
 Departure 07/02/14

Room Type KDZ-King -
 Guests 2 / 0

Payment Visa/Master
 Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/30/14	khaled	RC	ROOM CHARGE			\$119.99
06/30/14	khaled	9	ROOM TAX			\$9.60
06/30/14	khaled	91	CITY BIA			\$3.60
07/01/14	DEPAL	RC	ROOM CHARGE			\$119.99
07/01/14	DEPAL	9	ROOM TAX			\$9.60
07/01/14	DEPAL	91	CITY BIA			\$3.60
07/02/14	mary	VS	PAYMENT VISA/MC		1737 - 910371	\$266.38-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

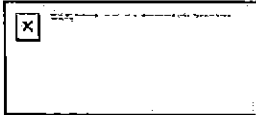
Each Best Western® branded Hotel is independently owned and operated.

 Signature

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, July 03, 2014 2:31 AM
To: construction
Subject: Flight reservation (ML7NA5) | 03JUL14 | SNA-SMF | Eubanks/Bryan

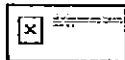
You're all set for your trip!



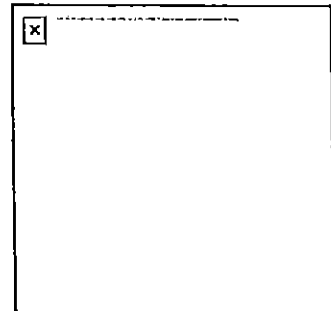
[My Account](#) | [View My Itinerary Online](#)

Check In Online **Check Flight Status** **Change Flight** **Special Offers** **Hotel Offers** **Car Offers**

Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



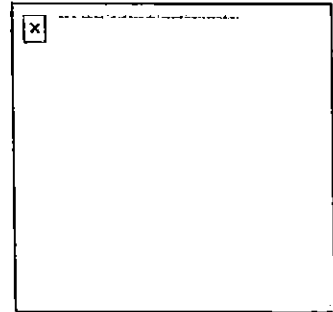
AIR Itinerary

AIR Confirmation: ML7NA5

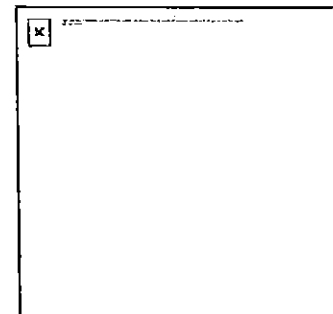
Confirmation Date: 07/3/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	Join or Add #	5262428246701	Jun 26, 2015	2056

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!



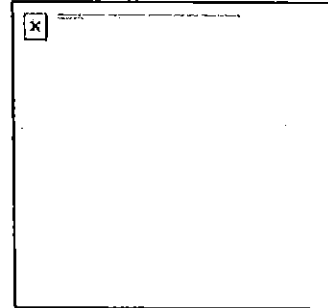
Date	Flight	Departure/Arrival
Thu Jul 3	1971	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 1:05 PM Arrive in SACRAMENTO, CA (SMF) at 2:25 PM Travel Time 1 hrs 20 mins Anytime



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.

- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.



Remember to be in the gate area on time and ready to board:

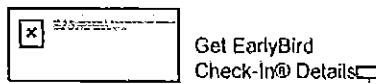
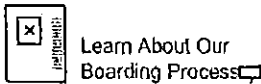
- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 232.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262428246701: NONTRANSFERABLE.
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SNA WN SMF205.58YLN EV 205.58 END ZPSNA XFSNA4.5 AY2.50SMA2.50



Cost and Payment Summary

AIR · ML7NA5

Base Fare	\$ 205.58	Payment Information
Excise Taxes	\$ 15.42	Payment Type: Visa XXXXXXXXXXXX0678
Segment Fee	\$ 4.00	Date: Jul 3, 2014
Passenger Facility Charge	\$ 4.50	Payment Amount: \$10.00
September 11th Security Fee	\$ 2.50	
Total Air Cost	\$ 232.00	Payment Type: Ticket Exchange
		Date: Jul 3, 2014
		Payment Amount: \$222.00

CHANGE FLIGHT COST



1195 Baker St.
Costa Mesa CA 92626

PEPPER TREE INC
10084952
1195 W BAKER ST
COSTA MESA , CA
07/03/2014 0030181
11:31:57 AM

1787
VISA

INVOICE 112944
AUTH 06 12003
REF 360030 03141129

PUMPH	5	
REGULAR	6.9456	
PRICE/GAL	4.219	

FUEL TOTAL \$ 29.30

CREDIT \$ 29.30

Batch: 06 Seq Num: 0
Term ID: 5
ZIP ENTERED
Workstation ID: 00
WANT FREE GAS?
REGISTER TO WIN AT
URL: GASVISTIT.COM

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

07/03/2014 07:20 AM

Loyalty Club: 6006637391147204

Diamond

Room # 305-A

Registered To:

Eubanks, Bryan
3431 Cantelow Rd
VACAVILLE, CA 95688

Conf # 74432

Arrival 07/02/14

Departure 07/03/14

Room Type QQZ-QQ-Business-

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
07/02/14	DEPAL	RC	ROOM CHARGE			\$119.99
07/02/14	DEPAL	9	ROOM TAX			\$9.60
07/02/14	DEPAL	91	CITY BIA			\$3.60
07/03/14	DEPAL	VS	PAYMENT VISA/MC		1737 - 222013	\$133.19-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : 013004

Cashier : 88 Seq # 0296
License Plate : NOPLATE
Ent : 06:23 06/30/14 Lane 37
Exit: 18:39 07/03/14 Lane 58
Duration: 3D(s) 10H(s) 16M(s)
Rate Code: 36 Shift: 162

FEE	\$	88.00
AMOUNT TEND	\$	88.00
CASH	\$	0.00
CREDIT CARD	\$	88.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00
Taxes Included

Start Calculation Details

4 Day(s) @ \$17.00 = \$68.00

End Calculation Details

Thank You

Sign : .



July 2014 Statement 06/19/2014 - 07/21/2014

Page 2 of 4



CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service (1-866-552-8855

Transactions EUBANKS, BRYAN K

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Other Credits		
			TX		
07/09	07/08	8572	SOUTHWES 5260.103469181 800-435-9792 TX MERCHANDISE/SERVICE RETURN Bryan Eubanks 07/08/14 DALLAS LOVE TO DALLAS LOVE	\$444.00	credit on 5/19/14

credit to CL
for D. Frase 5/19/14
519-5123



SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : 11720

Cashier : 59 Seq # 49475
License Plate : NOPLATE
Ent : 06:38 08/23/14 Lane 37
Exit: 09:20 06/27/14 Lane 56
Duration: 4D(s) 21(s) 42M(s)
Rate Code: 36 Shift: 182

FEE	\$	80.00
AMOUNT TEND	\$	80.00
CASH	\$	0.00
CREDIT CARD	\$	80.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CF \$ 80.00
Taxes Included

!!! Start Calculation Details !!!

4 Day(s) @ \$17.00 = \$68.00

3 Hour(s) @ \$4.00 = \$12.00

!!! End Calculation Details !!!

!!! Thank You !!!

Processed 9-25-14

ARC™
American Reprographics Company, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 95-4657871

INVOICE NO. 7627160

INVOICE DATE 07/30/14

WORK ORDER# 070026-14

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 07/30/14 at 09:23AM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP					
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester					
JOB#		JOB NAME		BILLER		LOC				
		***		Tom Johnson		001				
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
6175	Monthly User fee - PW Bid Management	NT	001	1	1		1	EA	20.0000	20.00
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00
----- NOTES ----- PLANWELL and BIDCASTER for JULY										

Rec'd by [Signature]
9/12/14
OK TO PAID
BZ
9-25-14

For Billing Inquiries, please contact your local branch at 714-751-2680
For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
40.00			40.00		40.00

TERMS: Net 30 Days
Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
1770957



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 76655
Date Paid: 05/27/2015

Payment Authorization

Date: 05/15/2015

Amount: \$10,675.63

Vendor Name: CFFA

Invoice No.: 1697

Invoice Date: 5/15/2015

Project No.: 03213031

Project Name:

Pac Amp Renovation Ph II

Fair Name:

OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 1697
Invoice Date: 5/15/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Invoice

Description	Amount
Prj 03213031 March Expense Reimbursement	10,675.63
	<u>\$10,675.63</u>

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$10,675.63
Sales Tax: 0.00
Invoice Total: \$10,675.63

General Ledger Detail

Current Period 03 (3/1/2015 - 3/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Tuesday, May 12, 2015 3:37:20PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03213031-A Printing-Projects, 032, Pac Amp Phase II							3,675.35
3/1/2015	Summarized AP Invoices	Invoices	AP-Invoice		21.27		
2/19/2015	American Reprographics Company	Invoice: 1140335	OC Fair PAC AMP Phase II				21.27
642-032-03213031-A Net:					21.27	0.00	3,696.62
643-032-03213031-A Supplies-Projects, 032, Pac Amp Renovati							336.04
3/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		269.67		
3/20/2015	West America Bank	Invoice: 15/03/13 Supplies	Office Depot Costa Mesa 03/13/15 B. Euba				269.67
643-032-03213031-A Net:					269.67	0.00	605.71
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							60,566.20
3/10/2015	Summarized AP Invoices	Invoices	AP-Invoice		5,396.00		
2/10/2015	Orbach Huff Suarez & Henderson LLP	Invoice: 70288	Professional Services 2/15-2/27, Professional Services 2/15-2/27				5,396.00
651-032-03213031-A Net:					5,396.00	0.00	65,962.20
664-032-03213031-A Travel-projects, 032, Pac Amp Phase II ,							47,684.15
3/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		5,019.86		
3/20/2015	West America Bank	Invoice: 15/02/20 Parking	Sac Airport 02/20 D. Freese, Ent 2/16 Exit 2/20				85.00
3/20/2015	West America Bank	Invoice: 15/02/20 Hotel	Best Western Newport/ Costa Mesa D. Free				443.96
3/20/2015	West America Bank	Invoice: 15/02/23 Flight	Southwest Santa Ana 5262484358476 02/23, Conf # 892IHT				454.20
3/20/2015	West America Bank	Invoice: 15/02/24 Flight	Southwest Santa Ana B. Eubanks 52624848, Dep 2/24 Ret 2/26 8QZ7CN				454.20
3/20/2015	West America Bank	Invoice: 15/02/25 Hotel	Best Western Costa Mesa 2/23-2/25 B. Eub				221.98
3/20/2015	West America Bank	Invoice: 15/02/25 Hotel Cr	Best Western Costa Mesa 2/23-2/25 Refund				221.98-
3/20/2015	West America Bank	Invoice: 15/02/26 Hotel	Best Western Costa Mesa B. Eubanks 2/23				342.97
3/20/2015	West America Bank	Invoice: 15/02/26 Parking	Sac Airport B. Eubanks 02/26/15, 2/23-2/26				68.00
3/20/2015	West America Bank	Invoice: 15/02/26 rental	Dollar Rent A Car John Wayne OC B. Euba				288.69
3/20/2015	West America Bank	Invoice: 15/03/02 Flight	Southwest Santa Ana B. Eubanks 526248680, Dep 3/2 Ret 3/5 8CQFHC				426.20
3/20/2015	West America Bank	Invoice: 15/03/02 Flight	Southwest Santa Ana 5262484358797 3/02 D, Conf# 8KIIRL				390.20
3/20/2015	West America Bank	Invoice: 15/03/02 Flight Cr	Southwest Flight Cr. 5262486860760 - B., cxl 3/2 dep 3/5 ret 8CQFHC				227.10-
3/20/2015	West America Bank	Invoice: 15/03/06 Fuel	Harbor Fair Station Costa Mesa 03/06 D.				21.69
3/20/2015	West America Bank	Invoice: 15/03/06 Hotel	Best Western Newport/ Costa Mesa D. Free				443.96
3/20/2015	West America Bank	Invoice: 15/03/06 Parking	Sac Airport D. Freese 3/06, 3/2 Ent 3/6 Exit				85.00
3/20/2015	West America Bank	Invoice: 15/03/08 Flight	Southwest Santa Ana B. Eubanks 526248812, Dep 3/8 Ret 3/11 fl cr 199.10				255.10
3/20/2015	West America Bank	Invoice: 15/03/09 Flight	Southwest Santa Ana 5262484359156 03/09, Conf #82GIRL				363.20
3/20/2015	West America Bank	Invoice: 15/03/13 Hotel	Best Western Costa Mesa B. Eubanks 3/8-				554.95
3/20/2015	West America Bank	Invoice: 15/03/18 Flight	Southwest Santa Ana B. Eubanks 526249263, Dep 3/18 Ret 3/20 8NGHCD				456.00
3/20/2015	West America Bank	Invoice: 15/03/19 Fuel	76 Fuel Costa Mesa 03/19/15 B. Eubanks				82.47



801 Broadway
SACRAMENTO, CA 95818
916-443-1322

INVOICE NO. 1140335

INVOICE DATE 02/19/15

WORK ORDER# P778587

SOLD TO:

Cust# 6474
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO:

Cust# 6474
ATTN: Michael Sellens
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 02/18/15 at 02:00PM

Will Call

CONTACT	PHONE	PURCHASE ORDER#	SALES REP						
Michael Sellens/California Fairs S	916-263-6114		RANDALL ABBOTT						
JOB#	JOB NAME	BILLER					LOC		
	OC Fairgrounds - Phase II	Jennifer Morford					024		
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
6121	DIGITAL SETUP/EPLOT FULLSIZE	1	1		1	EA		2.20	
2200.04	SMART COLOR - REDLINE/MARK-UPS	1	1	36x48	12	SF		17.40	
----- ORDER NOTES -----									
1 full size copy									
<p><i>Approved for Payment 3/17/15</i></p> <p><i>032-13-031</i></p> <p><i>M. A. Sellens</i></p> <p><i>OK to pay</i></p> <p><i>B. E.</i></p>									

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Elizabeth Garcla at 415-537-2222

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
19.60		1.67	21.27		21.27

Invoices undisputed for 45 days are final.

778587

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

EG

#1641

OFFICE DEPOT STORE #3298
2300 Harbor Blvd Suite E-1
Costa Mesa, CA 92627
Tel. (949)646-2162
Fax. (949)646-2197



Date 03/13/2015 8:17 AM
Version 14.5.3
Store 3298
Register 52
Transaction # 237
Employee 159395
SALE

409920	INK,HP62,CVP		55.99	SS
470752	PNTR HP ENVY 7640	199.99		SS
	Instant Savings		-50.00	
		You Pay	149.99	SSSS
369571	FLAGS,SM,140CT,4CL		6.29	
	Promotion			
		You Pay	6.29	SSSS
424481	MINI TAPE FLAGS		5.29	SS
745041	FLAGS,BRIGHT,100PK		5.29	
	Instant Savings		-2.29	
		You Pay	3.00	SSSS
745041	FLAGS,BRIGHT,100PK		5.29	SS
	Instant Savings		-2.29	
		You Pay	3.00	SSSS
687242	2NONPTREPL6		24.99	E
Use your PPP Card to register online at www.officedepotservices.com or call 866-540-0013				
	PPP ContractID	885018932215		
	PPP:	159395		
745041	FLAGS,BRIGHT,100PK		5.29	
	Instant Savings		-2.29	
		Promotion	-3.00	
		You Pay	0.00	SSSS
745041	FLAGS,BRIGHT,100PK		5.29	SS
	Instant Savings		-2.29	
		You Pay	3.00	SSSS
	Subtotal:		251.55	
	Sales Tax:		18.12	
	Total:		269.67	
	Visa 1737:		269.67	

*Construction
3011 1/3
[Signature]*

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

March 10, 2015

Attention: David Freese

Inv #: 70288

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
------	---------	-------------	-------	------	--------

Invoice #: 70288

Page 2

March 10, 2015

02-06-15 1597

2.10 \$230.00 483.00

02-13-15 1597

2.50 \$230.00 575.00

02-23-15 1597

2.30 \$230.00 529.00

02-24-15 1597

2.40 \$230.00 552.00

02-25-15	1597	3.20	\$230.00	736.00
02-26-15	1597	10.50	\$230.00	2,415.00
02-27-15	1597	0.30	\$230.00	69.00

DISBURSEMENTS

Feb-28-15	Photocopies 93 @ 0.25	23.25
	Photocopies 92 @ 0.25	23.00
	Totals	<hr/> \$46.25

Invoice #: 70288

Page 4

March 10, 2015

TAX ID Number 95-4655650

\$5,396.00

Timekeeper Summary

~~OC billed for legal fees and 80% of disbursement fees~~

OK T&P
BN Z 4-10-15

DP ✓

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 710241

Cashier : 88 Seq # 30311
License Plate : NOPLATE
Ent : 04:57 02/16/15 Lane 39
Exit : 15:14 02/20/15 Lane 56
Duration: 4D(s) 10H(s) 17M(s)
Rate Code: 36 Shift: 012

FEE	\$	85.00
PRINT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 85.00
Taxes Included

*** Start Calculation Details ***

6 Day(s) @\$17.00 = \$85.00

*** End Calculation Details ***

*** Thank You ***

Sign

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/20/2015 07:37 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 333-A

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 86772
Arrival 02/16/15
Departure 02/20/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

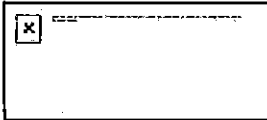
Posting	Oper	AcctCo	Description	From	Reference	Amount
02/16/15	khaled	RC	ROOM CHARGE			\$99.99
02/16/15	khaled	9	ROOM TAX			\$8.00
02/16/15	khaled	91	CITY BIA			\$3.00
02/17/15	khaled	RC	ROOM CHARGE			\$99.99
02/17/15	khaled	9	ROOM TAX			\$8.00
02/17/15	khaled	91	CITY BIA			\$3.00
02/18/15	khaled	RC	ROOM CHARGE			\$99.99
02/18/15	khaled	9	ROOM TAX			\$8.00
02/18/15	khaled	91	CITY BIA			\$3.00
02/19/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/19/15	DEPAL	9	ROOM TAX			\$8.00
02/19/15	DEPAL	91	CITY BIA			\$3.00
02/20/15	mary	VS	PAYMENT VISA/MC		0686 - 716181	\$443.96

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature



[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

AIR Itinerary

AIR Confirmation: 89ZIHT

Confirmation Date: 02/22/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	Join	5262484358476	Feb 18, 2016	0


Date	Flight	Departure/Arrival
Mon Feb 23	922	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:00 AM, Next Day Travel Time 17 hrs 55 mins
Fri Feb 27	2853	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 1:30 PM Arrive in SACRAMENTO, CA (SMF) at 12:00 AM, Next Day Travel Time 10 hrs 30 mins

Air Cost: 454.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

Cost and Payment Summary

 AIR 89ZHT

Base Fare	\$ 396.28	Payment Information
Excise Taxes	\$ 29.72	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Feb 18, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$454.20
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 454.20	



Useful Tools

[Check In Online](#)
[Early Bird Check-In](#)
[View/Share Itinerary](#)
[Change Air Reservation](#)
[Cancel Air Reservation](#)
[Check Flight Status](#)
[Flight Status Notification](#)
[Book a Car](#)
[Book a Hotel](#)

Know Before You Go

[In the Airport](#)
[Baggage Policies](#)
[Suggested Airport Arrival Times](#)
[Security Procedures](#)
[Customers of Size](#)
[In the Air](#)
[Purchasing and Refunds](#)

Special Travel Needs

[Traveling with Children](#)
[Traveling with Pets](#)
[Unaccompanied Minors](#)
[Baby on Board](#)
[Customers with Disabilities](#)

Legal Policies & Helpful Information

[Privacy Policy](#) [Customer Service Commitment](#) [Contact Us](#)
[Notice of Incorporated Terms](#) [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

Copyright 2015 Southwest Airlines Co. All Rights Reserved



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDSSM



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases in Trip

Air
Confirmation #8QZ7CN
Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA Tuesday, February 24, 2015 - Thursday, February 26, 2015
Air Total: \$454.20

Amount Paid
\$454.20

Trip Total
\$454.20

FEB 24
TUE 02/24/15 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
02/24/2015 - 02/26/2015

Confirmation #
8QZ7CN

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART FEB 24	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948 Southwest	Tuesday, February 24, 2015
TUE	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN FEB 26	05:40 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #851 Southwest	Thursday, February 26, 2015
THU	07:05 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Free Refunds • Same Day Changes • No Change Fees 	1	\$227.10
Return	SNA-SMF	Anytime Great Flexibility	<ul style="list-style-type: none"> • Free Refunds • Same Day Changes • No Change Fees 	1	\$227.10
Subtotal					\$454.20 Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$454.20

Gov't taxes & fees now included

Purchaser Name **Bryan Eubanks** Billing Address **1776 Tribute Road Suite 100
Sacramento, CA US 95815**

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-1737	\$454.20

Amount Paid
\$454.20

Trip Total
\$454.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

#-7377

(949) 650-3070

05417@hotel.bestwestern.com

C/O 02/25/2015 01:46 PM mary

Loyalty Club: 6006637391147204

Diamond

Room # 303-A

Conf # 87737

Arrival 02/23/15

Departure 02/25/15

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

Registered To:

Eubanks, Bryan

BW-REGULAR GUESTS

3431 Cantelow Rd

VACAVILLE, CA 95688

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/23/15	khaled	RC	ROOM CHARGE			\$99.99
02/23/15	khaled	9	ROOM TAX			\$8.00
02/23/15	khaled	91	CITY BIA			\$3.00
02/24/15	khaled	RC	ROOM CHARGE			\$99.99
02/24/15	khaled	9	ROOM TAX			\$8.00
02/24/15	khaled	91	CITY BIA			\$3.00
02/25/15	mary	VS	PAYMENT VISA/MC		1737 - 613231	\$221.98-
02/26/15	mary	AV	REFUND VISA/MC		1737 -	\$221.98
02/26/15	mary	VS	PAYMENT VISA/MC		7373 - 104709	\$221.98-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

7377

(949) 650-3070

05417@hotel.bestwestern.com

C/O 02/25/2015 01:46 PM mary

Loyalty Club: 6006637391147204

Diamond

Room # 303-A

Conf # 87737

Arrival 02/23/15

Departure 02/25/15

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

Registered To:
Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/23/15	khaled	RC	ROOM CHARGE			\$99.99
02/23/15	khaled	9	ROOM TAX			\$8.00
02/23/15	khaled	91	CITY BIA			\$3.00
02/24/15	khaled	RC	ROOM CHARGE			\$99.99
02/24/15	khaled	9	ROOM TAX			\$8.00
02/24/15	khaled	91	CITY BIA			\$3.00
02/25/15	mary	VS	PAYMENT VISA/MC		1737 - 613231	\$221.98-
02/26/15	mary	AV	REFUND VISA/MC		1737 -	\$221.98
02/26/15	mary	VS	PAYMENT VISA/MC		7373 - 104709	\$221.98-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

#7366



(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/26/2015 08:45 AM mary

Loyalty Club: 6006637391147204

Diamond

Room # 302-A

Conf # 87736

Arrival 02/23/15

Departure 02/26/15

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

Room Type QQZ-QQ-Business-
Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/23/15	khaled	RC	ROOM CHARGE			\$99.99
02/23/15	khaled	9	ROOM TAX			\$8.00
02/23/15	khaled	91	CITY BIA			\$3.00
02/24/15	Omar	GIFT	GIFT SHOP		snacks	\$10.00
02/24/15	khaled	RC	ROOM CHARGE			\$99.99
02/24/15	khaled	9	ROOM TAX			\$8.00
02/24/15	khaled	91	CITY BIA			\$3.00
02/25/15	DEPAL	RC	ROOM CHARGE			\$99.99
02/25/15	DEPAL	9	ROOM TAX			\$8.00
02/25/15	DEPAL	91	CITY BIA			\$3.00
02/26/15	mary	VS	PAYMENT VISA/MC		1737 - 613231	\$342.97-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737
Card Type : Visa
Authorization Code : 126282

Cashier : 49 Seq # 15234
License Plate : NOPLATE
Ent : 08:21 02/23/15 Lane 35
Exit: 19:28 02/26/15 Lane 60
Duration: 3D(s) 11H(s) 7M(s)
Rate Code: 36 Shift: 091

FEE	\$	68.00
AMOUNT TEND	\$	98.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00
Taxes Included

*** Start Calculation Details ***

4 Day(s) @\$17.00 = \$68.00

*** End Calculation Details ***

*** Thank You ***

Sign : _____

DOLLAR RENT A CAR
JOHN WAYNE ORANGE CO
RENTAL RECORD: 000643230
EUBANKS, BRYAN
COMPLETED BY: RSAN20
RENTED: JOHN WAYNE ORANGE CO
RENTAL: 02-23-15 1115
RETURN: 02-26-15 1622
VEH NUMBER: H628773
MILES IN: 14854 OUT: 14747
MILES DRIVEN: 107
CHECK IN FUEL LEVEL: 8 OUT: 8
PLAN IN/OUT: RCSD4
CLS: FOAR
4 DAYS @ \$50.40 \$201.60
SUBTOT \$201.60
TAXABLE TOT: \$201.60
TIME \$201.60
UPGRADE
4 DAYS @ \$7.00 \$28.00
FF800
4 DAYS @ \$1.50 \$6.00
APCONRGFEE \$26.18
TOURSM SRG \$6.97
STATE TAX \$20.94
TOTAL CHARGE \$288.69
NET DUE \$0.00
PAYMENTS -\$288.69
PAID BY: VI
CREDIT CARD#: *****1737
FT # WN 325019796

Tell us about your experience and
save 10% on a future rental.

- 1) Visit www.dollarrentalsurvey.com
- 2) Enter Access Code: SNA
- 3) Complete a brief survey about your rental experience

Español



FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS®



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air
 Confirmation #8CQFHC
 Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Monday, March 2, 2015 - Thursday, March 5, 2015
 Air Total: \$426.20

Amount Paid
 \$426.20

Trip Total
 \$426.20

MAR 2
 MON 03/02/15 - Orange County

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 03/02/2015 - 03/05/2015

Confirmation #
8CQFHC

Adult Passenger(s)

BRYAN EUBANKS
 Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART MAR 2	09:30 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #3948	Southwest	Monday, March 2, 2015
MON	10:55 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available		Travel Time 1 h 25 m (Nonstop) Anytime
RETURN MAR 5	05:40 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #851	Southwest	Thursday, March 5, 2015
THU	07:05 PM	Arrive in Sacramento, CA (SMF)	WiFi available		Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Study Rewards® • Baggage Change Fee • No Change Fees 	1	\$227.10
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees • Reasonable Fare Adjustments • Reasonable Funds • Approximate Airline - 100% Airline Charges Already • Approximate Airline - 100% Airline Charges Already 	1	\$199.10

Enroll in Rapid Rewards and earn at least 3014 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$426.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

Air Total:
\$426.20

Gov't taxes & fees now included

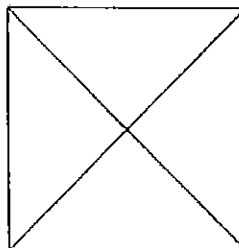
Purchaser Name Bryan Eubanks **Billing Address** 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXX-XXXX-1737	\$426.20

Amount Paid
\$426.20

Trip Total
\$426.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest website and our Company Information constitutes acceptance of our Terms and Conditions Privacy Policy



CFFAaccounting

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, May 12, 2015 2:24 PM
To: CFFAaccounting
Subject: Flight reservation (8KIIRL) | 02MAR15 | SMF-SNA | Freese/David

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

Check In Online Check Flight Status Change Flight Special Offers Hotel Offers Car Offers

Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Air Itinerary

AIR Confirmation: 8KIIRL

Confirmation Date: 02/18/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	Join or Add #	5262484358797	Feb 18, 2016	0

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!

Date	Flight	Departure/Arrival
Mon Mar 2	922	Depart SACRAMENTO, CA (SMF) at 06:05 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:35 AM Travel Time 1 hrs 30 mins
Fri Mar 6	2853	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 1:30 PM Arrive in SACRAMENTO, CA (SMF) at 2:55 PM Travel Time 1 hrs 25 mins

Air Cost: 390.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

Save up to 35% plus earn up to 2,400 Rapid Rewards® points.

AVIS

NEED A HOTEL?

Best Rate Guarantee
Flexibility to Pay Later
Earn up to 750 Rapid Rewards Points
Book a Hotel

NEED A CAR?

Guaranteed Low Rates
14 Car Companies
Earn Rapid Rewards Points
Book a Car



Learn About Our Boarding Process



Get EarlyBird Check-In® Details

CLICK 'N SAVE

Join over 17 million email subscribers saving big on travel each week.



Cost and Payment Summary

AIR - BKIIRL

Base Fare	\$ 336.74
Excise Taxes	\$ 25.26
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
Total Air Cost	\$ 390.20

Payment Information
 Payment Type: Visa XXXXXXXXXXXX0686
 Date: Feb 18, 2015
 Payment Amount: \$390.20



Flight Status Alerts

Stay on your way with flight departure or arrival status via text message or e-mail.

[Subscribe Now](#)

Fly Southwest To International Destinations

You can now book travel from select cities to Mexico & The Caribbean at southwest.com.

[Learn More](#)



Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
- [Check Flight Status](#)
- [Flight Status Notification](#)
- [Book a Car](#)
- [Book a Hotel](#)

Know Before You Go

- [In the Airport](#)
- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

Special Travel Needs

- [Traveling with Children](#)
- [Traveling with Pets](#)
- [Unaccompanied Minors](#)
- [Baby on Board](#)
- [Customers with Disabilities](#)

Legal Policies & Helpful Information

- [Privacy Policy](#)
- [Customer Service Commitment](#)
- [Contact Us](#)
- [Notice of Incorporated Terms](#)
- [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See Southwest Airlines Co. Notice of Incorporation

Español



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS®



Your reservation has been cancelled.

Your request for a refund of \$227.10 has been submitted, and the remaining nonrefundable balance of \$199.10 will be held for future use.

You may View Travel Funds or Book a Flight while applying Travel Funds prior to its expiration date.

Please print this page for your records.

TRAVEL FUNDS INFORMATION

Confirmation Number	Passenger(s)	Depart	Return	Expiration Date
8CQFHC	BRYAN EUBANKS	Mar 2	Mar 5	02/26/2016

Need help?
Contact Us

Customer Service | FAQ

Subscribe
Click 'N Save®

Save big on travel each week. Sign up

Connect with us

Nuts About Southwest Blog

Mobile Apps

About Southwest

- What's New
- Press Room
- Investor Relations
- Southwest Citizenship
- Customer Commitments
- Southwest Merchandise
- Southwest® The Magazine
- Careers
- Supplier Information
- Advertise with Southwest

Flying Southwest

- Why Fly Southwest?
- Popular Routes
- International Travel
- Airport Information
- Flight Schedules

Southwest Products

- EarlyBird Check-in®
- Business Select®
- Southwest® gift card
- WiFi & Inflight Entertainment
- Southwest Vacations
- Business Travel & Groups
- Charter Services

Customer Service

- FAQ
- Special Assistance
- Customers of Size
- Traveling with Infants
- Traveling with Pets
- Purchasing & Refunds
- Lost and Found
- Baggage Policies

HARBOR FAIR STATION
L306049436001
2502 HARBOR BLVD
COSTA MESA , CA
92626
03/06/2015 373366410
11:45:27 AM

XXXX XXXX XXXX 0686
Visa
FREESE/DAVID M
INVOICE 086165
AUTH 316044

PUMP# 6
REGULAR 6.1986
PRICE/GAL. \$3.499

FUEL TOTAL \$ 21.69

CREDIT \$ 21.69

=====
Customer-activated Purchase/Capture
Sequence Number 30635
APPROVED 316044

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 03/06/2015 09:49 AM mary

Loyalty Club: 6006637310286679

Platinum

Room # 333-A

Registered To:

Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

Conf # 87529
Arrival 03/02/15
Departure 03/06/15

Room Type KDZ-King -
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/02/15	khaled	RC	ROOM CHARGE			\$99.99
03/02/15	khaled	9	ROOM TAX			\$8.00
03/02/15	khaled	91	CITY BIA			\$3.00
03/03/15	khaled	RC	ROOM CHARGE			\$99.99
03/03/15	khaled	9	ROOM TAX			\$8.00
03/03/15	khaled	91	CITY BIA			\$3.00
03/04/15	DEPAL	RC	ROOM CHARGE			\$99.99
03/04/15	DEPAL	9	ROOM TAX			\$8.00
03/04/15	DEPAL	91	CITY BIA			\$3.00
03/05/15	DEPAL	RC	ROOM CHARGE			\$99.99
03/05/15	DEPAL	9	ROOM TAX			\$8.00
03/05/15	DEPAL	91	CITY BIA			\$3.00
03/06/15	mary	VS	PAYMENT VISA/MC		0686 - 812023	\$443.96

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0806
Card Type : Visa
Authorization Code : 716031

Cashier : 14 Seq # 35163
License Plate : NOPLATE
Ent : 04:51 03/02/15 Lane 37
Exit: 15:13 03/06/15 Lane 56
Duration: 4D(s) 10H(s) 22M(s)
Rate Code: 36 Shift: 064

FEE	\$	85.00
AMOUNT TEND	\$	85.00
CASH	\$	0.00
CREDIT CARD	\$	85.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT Cf \$ 85.00
Taxes Included

*** Start Calculation Details ***

5 Day(s) @\$17.00 = \$85.00

*** End Calculation Details ***

*** Thank You ***

Sign : _____

77 0696

Español



FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS*



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

New Purchases In Trip

Air
 Confirmation #89H8RN
 Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Sunday, March 8, 2015 - Wednesday, March 11, 2015
 Air Total: \$454.20

Amount Paid
 \$454.20

Trip Total
 \$454.20

NAR 8
SUN 03/08/15 - Orange County

New purchases added to your trip.

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 03/08/2015 - 03/11/2015

Confirmation #
89H8RN

Adult Passenger(s)

BRYAN EUBANKS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000325019796

DEPART NAR 8 SUN	07:25 PM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #372 Southwest	Sunday, March 8, 2015
	08:45 PM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 20 m (Nonstop) Anytime
RETURN NAR 11 WED	05:55 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #937 Southwest	Wednesday, March 11, 2015
	07:20 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type (View Fare Rules)	Fare Details	Quantity	Total
Depart	SHF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same Day Changes No Change Fees 	1	\$227.10
Return	SNA-SHF	Anytime Great Flexibility	<ul style="list-style-type: none"> Fully Refundable Same Day Changes No Change Fees 	1	\$227.10
Subtotal					\$454.20
					<i>Fare Breakdown</i>

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$454.20

Gov't taxes & fees now Included

Purchaser Name Bryan Eubanks Billing Address 1776 Tribute Road Suite 100
Sacramento, CA US 95815

Form of Payment				Amount Applied
Visa - XXXXXXXXXX-1737				\$255.10
Travel Funds - 8CQFHC - 2981	Original Balance	Applied	Remaining	\$199.10
	\$199.10	\$199.10	\$0.00	

Amount Paid
\$454.20

Trip Total
\$454.20

© 2015 Southwest Airlines Co. All Rights Reserved. Use of the Southwest websites and our Company Information constitutes acceptance of our Terms and Conditions. Privacy Policy



[My Account](#) | [View My Itinerary Online](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------



AIR Itinerary

AIR Confirmation: 8ZGIRL

Confirmation Date: 03/9/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	Join	5262484359156	Feb 18, 2016	0

Date	Flight	Departure/Arrival
Mon Mar 9	1014	Depart SACRAMENTO, CA (SMF) at 06:10 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:00 AM, Next Day Travel Time 17 hrs 50 mins
Wed Mar 11	4366	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 2:55 PM Arrive in SACRAMENTO, CA (SMF) at 12:00 AM, Next Day Travel Time 9 hrs 5 mins

Air Cost: 363.20

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this Itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away or DING! fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

CLICK 'N SAVE'
Join over 17 million email subscribers saving big on travel each week.
[Sign Up](#)

ENROLL NOW IT'S FREE!
Southwest
TRAVEL FUNDS

Cost and Payment Summary

AIR - 8ZGIRL

Base Fare	\$ 311.63
Excise Taxes	\$ 23.37
Segment Fee	\$ 8.00
Passenger Facility Charge	\$ 9.00
September 11th Security Fee	\$ 11.20
Total Air Cost	\$ 363.20

Payment Information

Payment Type: Visa XXXXXXXXXXXX0686
 Date: Feb 18, 2015
 Payment Amount: \$363.20



Flight Status Alerts

Stay on your way with flight departure or arrival status via text message or e-mail

[Subscribe Now](#)

Fly Southwest To International Destinations

You can now book travel from select cities to Mexico & The Caribbean at southwest.com.



[Learn More](#)

Useful Tools

- [Check In Online](#)
- [Early Bird Check-In](#)
- [View/Share Itinerary](#)
- [Change Air Reservation](#)
- [Cancel Air Reservation](#)
- [Check Flight Status](#)
- [Flight Status Notification](#)
- [Book a Car](#)
- [Book a Hotel](#)

Know Before You Go

- [In the Airport](#)
- [Baggage Policies](#)
- [Suggested Airport Arrival Times](#)
- [Security Procedures](#)
- [Customers of Size](#)
- [In the Air](#)
- [Purchasing and Refunds](#)

Special Travel Needs

- [Traveling with Children](#)
- [Traveling with Pets](#)
- [Unaccompanied Minors](#)
- [Baby on Board](#)
- [Customers with Disabilities](#)

Legal Policies & Helpful Information

- [Privacy Policy](#)
- [Customer Service Commitment](#)
- [Contact Us](#)
- [Notice of Incorporated Terms](#)
- [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee

See [Southwest Airlines Co. Notice of Incorporation](#)
See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

#7086

(949) 650-3020
05417@hotel.bestwestern.com

03/13/2015 06:56 AM

Loyalty Club: 6006637391147204

Diamond

Room # 306-A

Conf # 88308

Arrival 03/08/15

Departure 03/13/15

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-1737

Registered To:

Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
VACAVILLE, CA 95688

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/08/15	khaled	RC	ROOM CHARGE			\$99.99
03/08/15	khaled	9	ROOM TAX			\$8.00
03/08/15	khaled	91	CITY BIA			\$3.00
03/09/15	khaled	RC	ROOM CHARGE			\$99.99
03/09/15	khaled	9	ROOM TAX			\$8.00
03/09/15	khaled	91	CITY BIA			\$3.00
03/10/15	khaled	RC	ROOM CHARGE			\$99.99
03/10/15	khaled	9	ROOM TAX			\$8.00
03/10/15	khaled	91	CITY BIA			\$3.00
03/11/15	DEPAL	RC	ROOM CHARGE			\$99.99
03/11/15	DEPAL	9	ROOM TAX			\$8.00
03/11/15	DEPAL	91	CITY BIA			\$3.00
03/12/15	DEPAL	RC	ROOM CHARGE			\$99.99
03/12/15	DEPAL	9	ROOM TAX			\$8.00
03/12/15	DEPAL	91	CITY BIA			\$3.00
03/13/15	DEPAL	VS	PAYMENT VISA/MC		1737 - 109063	\$554.95-

Balance Due	\$0.00
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is independently owned and operated.

Signature _____

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

 Print

[Book This Trip](#) [View Receipt](#)



earned + **7,960 PTS**

Passenger: **BRYAN EUBANKS**

Confirmation #8NGHCD

ACCT#325019796

AIR ITINERARY

Flight - Anytime Fare

MAR 18

WED

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

03/18/2015

Flight - Anytime Fare

MAR 20

FRI

Orange County/Santa Ana, CA - SNA to Sacramento, CA - SMF

03/20/2015

PRICING

 Print

Trip	Routing	Fare Type	Fare
Flight	SMF-SNA	Anytime	\$198.98
Flight	SNA-SMF	Anytime	\$198.98
		Govt. Taxes & Fees	\$58.04

Dollar Total: \$456.00

Dollar Grand Total:

\$456.00

BE

✓

*** REPRINT *** REPRINT *** REPRINT ***
1195 Baker St.
Costa Mesa CA 92626
PEPPER TREE INC
10084952
1195 W BAKER ST
COSTA MESA , CA
03/19/2015 619760498
01:11:48 PM

1737
VISA

INVOICE 130743
AUTH 00-519160
REF 290050319151307

PUMP# 3
REGULAR 24.262G
PRICE/GAL 3.399

FUEL TOTAL \$ 82.47
*** REPRINT *** REPRINT *** REPRINT ***

CREDIT \$ 82.47
*** REPRINT *** REPRINT *** REPRINT ***

Batch: 29 Seq Num: 5
Term ID: 3
ZIP ENTERED
Pumpstation ID: 00
WT FREE GAS?
REGISTER TO PAY AT
WWW.GASVISIT.C

*** REPRINT *** REPRINT *** REPRINT ***

**OC FAIR & EVENT CENTER
COMMERCIAL RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15251	McCracken & Associates-Pet Brush	Pet brush	Carnival of Products	07/01/15-08/18/15	10' x 8'	\$3,250.00
15252	West Coast Innovations International LLC-RC Cars	Mini RC cars	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,700.00
15253	Warehouse of Games	Arcade video games	Festival of Products	07/01/15-08/18/15	10' x 10'	\$3,860.00
15254	Sandy's Bed	Solid wood bedroom sets, solid wood bunk bed frames, Memory Foam mattresses, mattresses	Festival of Products	07/01/15-08/18/15	20' x 10'	\$7,560.00
15255	Ramon's Sandals & Footwear dba Ramon's Sandals-Signs	Metal art signs, yard stakes, home accents	Parade of Products	07/01/15-08/18/15	10' x 15'	\$4,350.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15251
DATE May 21, 2015

COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
McCracken & Associates-Pet Brush (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 #321**
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	5/29/2015	\$1,625.00
Final Payment	6/12/2015	\$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.

McCracken & Associates
45 E. Mill Street
Orland, CA 95963

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: **Sandra McCracken**

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.

McCracken & Associates-Pet Brush

Location/Space: Carnival of Products #321

Agreement No: **15251**

Date: May 21, 2015

Pet Brush

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15252
DATE May 27, 2015

COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and West Coast Innovations International LLC-RC Cars (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 #405**
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	6/01/2015	\$1,850.00
Final Payment	6/10/2015	\$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.

West Coast Innovations International LLC
1470 Encinitas Boulevard, #210
Encinitas, CA 92024

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: Brice Linglet

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.

West Coast Innovations International LLC-RC Cars

Location/Space: Festival of Products #405

Agreement No: **15252**

Date: May 27, 2015

Mini RC Cars

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15253
DATE May 27, 2015

COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and Warehouse of Games (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 #513**
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	6/01/2015	\$1,930.00
Final Payment	6/10/2015	\$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.

Warehouse of Games
10437 Emerald Woods Avenue
Orlando, FL 32836

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: **Matthew Mohammadi**

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.

Warehouse of Games

Location/Space: Festival of Products #513

Agreement No: **15253**

Date: May 27, 2015

Arcade Video Games

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15254
DATE May 28, 2015

COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Sandy's Bed** (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 #303, #304**
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 S.E.L.I.	20' x 10'	Inline	\$7,400.00 \$ 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	6/01/2015	\$3,780.00
Final Payment	6/12/2015	\$3,780.00
*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.		Total: \$7,560.00

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.

Sandy's Bed
11859 Duncan Avenue
Lynwood, CA 90262

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: **Sandra Hurtado**

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.

Sandy's Bed

Location/Space: Festival of Products #303, #304

Agreement No: **15254**

Date: May 28, 2015

Solid Wood Bedroom Sets
Solid Wood Bunk Bed Frames
Memory Foam Mattresses
Mattresses

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15255
DATE June 8, 2015

COMMERCIAL RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and **Ramon's Sandals & Footwear dba Ramon's Sandals-Signs** (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 #20**
3. The purpose of occupancy shall be limited to (*see attached Products and Services*), and shall be for no other purpose or purposes whatsoever.
4. Availability of camping space is very limited. It is the intent of the OC Fair to accommodate all vendors that camped at the prior Fair. Vendor camping requests in excess of capacity will be placed on a wait list.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Parade of Products	10' x 15'	Inline	\$4,350.00

5. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

	<u>Due Date</u>	<u>Amount</u>
Signed Rental Agreement and Payment Due in Full	6/16/2015	Total: \$4,350.00

*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.

Signed Rental Agreement and Certificate of Insurance are due on or before the 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.

Ramon's Sandals & Footwear dba Ramon's Sandals
3310 Pedley Avenue
Norco, CA 92860

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: Pam Jones

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.

Ramon's Sandals & Footwear dba Ramon's Sandals-Signs

Location/Space: Parade of Products #20

Agreement No: **15255**

Date: June 8, 2015

Metal Art Signs

Yard Stakes

Home Accents

**OC FAIR & EVENT CENTER
CONCESSION RENTAL AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15528	Chuckwagon dba Chuck Dugan Concessions-Ice	Ice sales and distribution	Lot B	07/01/15-08/18/15	20' x 48'	\$1,500.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15528
DATE May 19, 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-Ice (the "Renter").

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for only the dates as follows: **7/01/2015-8/18/2015** CLOSED MONDAYS & TUESDAYS.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to *occupy the space(s) described below* for the purpose hereinafter set forth, subject to the terms and conditions of this Agreement: **Lot B**
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 48'	Ice Storage-Reefers	\$1,500.00

7. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: **Guarantee against 10% of Gross Sales (net of sales tax), whichever is greater.**

	<u>Due Date</u>		<u>Amount</u>
Signed Rental Agreement and Payment Due in Full	5/29/2015	Total:	\$1,500.00

*Payments received after the due date will be subject to a late fee of \$100 per payment.

Signed Rental Agreement and Certificate of Insurance are due on or before the 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

32nd 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-Ice

Location/Space: Lot B

Agreement No: **15528**

Date: May 19, 2015

Ice Sales and Distribution

**OC FAIR & EVENT CENTER
 PLATINUM RENTAL AGREEMENTS FOR BOARD APPROVAL
 JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	LOCATION	TERM	SPACE SIZE	AMOUNT
15707	Champagne Spas, Inc.	Jacuzzi hot tubs	Fair Square	07/01/15-08/18/15	40' x 20'; 20' x 12'; 40' x 20'	\$46,000.00

REVIEWED _____
APPROVED _____

AGREEMENT NO. 15707
DATE May 18, 2015

PLATINUM RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association (OC Fair & Event Center), (the "Association") and
Champagne Spas, 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: **FS #1; FS #1A; FS #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.

<u>Description</u>	<u>Size</u>	<u>Space Type</u>	<u>Charges</u>
Fair Square	40' x 20'	Platinum Space	\$20,000.00
Fair Square	20' x 12'	Platinum Space	\$ 6,000.00
Fair Square	40' x 20'	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>Due Date</u>	<u>Amount</u>
Signed Rental Agreement and Payment Due in Full	5/29/2015	Total: \$46,000.00

*Payments postmarked after the due date will be subject to a late fee of \$100 per payment.

Signed Rental Agreement and Certificate of Insurance are due on or before the 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.

Champagne Spas, Inc.
5710 Kearny Villa Road, Suite C
San Diego, CA 92123

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____
Title: Rick Rowland

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.

Champagne Spas, Inc.

Location/Space: Fair Square #1; Fair Square #1A; Fair Square #2

Agreement No: **15707**

Date: May 18, 2015

Jacuzzi Hot Tubs



EXHIBIT A

AGREEMENT NO. 15707

Renter:

Champagne Spas, Inc.

Business License Number: N/A

Seller's Permit Number: 99-866386

Taxpayer ID Number: [REDACTED]

5710 Kearny Villa Road, Suite C

San Diego, CA 92123

(858) 571-9020

Rick Rowland, Owner

Space Description:

Fair Square – FS #1 (40' x 20')

Fair Square – FS #1A (20' x 12')

Fair Square – FS #2 (40' x 20')

Space Fee:

\$46,000

Term: July 1, 2015 – August 18, 2015

Renter agrees that space(s) shall be used only for the purpose as follows:

Jacuzzi Hot Tubs

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 FORTY-SIX THOUSAND DOLLARS (\$46,000.00) 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 Champagne Spas, Inc. outside of designated space(s).
 - i. To only sell the following services/products at the location(s) indicated below.
 1. Jacuzzi Hot Tubs (product/service); FS #1; FS #1A; FS #2 (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 1,840 square feet of space located in Fair Square (FS #1; FS #1A; FS #2).
2. To provide:
 - a. Two (2) 40'x20' and one (1) 20'x10', or equivalent square foot canopies for the space(s) located in Fair Square (FS #1; FS #1A; FS #2).
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.

Champagne Spas, Inc.
5710 Kearny Villa Road, Suite C
San Diego, CA 92123

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

Rick Rowland, Owner

Sharon Augenstein, Chief Financial Officer

OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
JUNE 2015

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
CA-016-15	Lauria Watts	Judging Cakes, Cupcakes and Confections Competition for Culinary Arts Exhibit	Fair	07/15/15		\$100.00
CA-019-15	Valerie Casey	Judging Cakes, Cupcakes and Confections Competition for Culinary Arts Exhibit	Fair	07/15/15		\$100.00
CA-020-15	Heather Gordon	Judging Cakes, Cupcakes and Confections Competition for Culinary Arts Exhibit	Fair	07/15/15		\$100.00
CA-022-15	Vicki Schrimmer	Judging Cookies, Bars & Brownies Competition for Culinary Arts Exhibit	Fair	07/22/15		\$100.00
CA-023-15	Linda Amendt	Judging Cookies, Bars & Brownies Competition for Culinary Arts Exhibit	Fair	07/22/15		\$100.00
CA-026-15	Lauria Watts	Judging Pies, Cheesecakes and Breads Competition for Culinary Arts Exhibit	Fair	07/29/15		\$100.00
CA-028-15	Hae Jung Cho	Judging Pies, Cheesecakes and Breads Competition for Culinary Arts Exhibit	Fair	07/29/15		\$100.00
CA-029-15	Linda Amendt	Judging Pies, Cheesecakes and Breads Competition for Culinary Arts Exhibit	Fair	07/29/15		\$100.00
CA-030-15	Lauria Watts	Judging Concessionaires Cup Contest for Culinary Arts Exhibit	Fair	07/23/15		\$100.00
CA-031-15	Lauria Watts	Judging Salad Daze Contest for Culinary Arts Exhibit	Fair	07/25/15		\$100.00
CA-032-15	Lauria Watts	Judging Dip Into the Fun Contest for Culinary Arts Exhibit	Fair	08/01/15		\$100.00
CA-033-15	Lauria Watts	Judging Ultimate Tailgate Dish Contest for Culinary Arts Exhibit	Fair	08/08/15		\$100.00
EX-001-15	Michael Gamnig	Judging Youth Photography	Fair	07/10/15		\$100.00
EX-002-15	Kirby Piazza	Judging Youth Photography	Fair	07/10/15		\$100.00
EX-003-15	Christian Ramirez	Judging Youth Art	Fair	07/10/15		\$100.00
EX-004-15	Peggy McBeath	Judging Youth Art	Fair	07/10/15		\$100.00
EX-005-15	Amy Carlson	Judging Youth Craft Projects for Explorium Exhibit	Fair	07/29/15		\$100.00
GF-001-15	Yvonne Young	Judging Cut Flowers - Roses Division	Fair	07/16/15-08/11/15		\$300.00
GF-002-15	Brian Danker	Judging the Fruit & Vegetable Competition	Fair	07/16/15-08/11/15		\$375.00
GF-003-15	Gail Call	Judging Divisions Arrangements	Fair	07/16/15-08/04/15		\$240.00
GF-004-15	Miriam Somoano	Judging Divisions Arrangements	Fair	07/16/15-08/11/15		\$240.00

**OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
GF-005-15	Jillian Browne	Judging Divisions Arrangements and Floral Design Contest	Fair	07/16/15-08/11/15		\$320.00
GF-006-15	Kathleen Castagnoli	Judging Divisions Floral Design Contest	Fair	08/01/15-08/08/15		\$80.00
GF-007-15	Sean Quinn	Judging Divisions Cut Flowers	Fair	07/16/15-08/11/15		\$300.00
GF-009-15	Robert Papp	Judging Cut Flowers - Dahlias Divisions	Fair	07/16/15-08/11/15		\$300.00
GF-010-15	Geri Cibellis	Judging the Youth Fruit & Vegetable Competition	Fair	07/21/15-07/28/15		\$100.00
GF-011-15	Joe Ott	Judging the Youth Fruit & Vegetable Competition	Fair	07/16/15-08/11/15		\$150.00
GF-012-15	Gregory Rager	Judging Divisions Container Plants (Youth and Adult)	Fair	07/16/15-08/11/15		\$375.00
GF-013-15	Darrell Poper	Judging Divisions Floral Design Contest	Fair	08/01/15-08/08/15		\$80.00
HA-001-15	Russell Davis	Judging Collections Competition for Home & Hobbies Exhibit	Fair	07/06/15		\$250.00
HA-002-15	Michael Payan	Judging Collections Competition for Home & Hobbies Exhibit	Fair	07/06/15		\$150.00
HA-003-15	Diana Cinamon	Judging Jewelry Competition for Home Arts Exhibit	Fair	07/07/15		\$200.00
HA-004-15	Lothar Vallot	Judging Jewelry Competition for Home Arts Exhibit	Fair	07/07/15		\$200.00
HA-005-15	Kathleen Lee-Smith	Judging Quilts Competition for Home Arts Exhibit	Fair	06/29/15		\$100.00
HA-006-15	Ann Turley	Judging Quilts Competition for Home Arts Exhibit	Fair	06/29/15		\$100.00
HA-007-15	Belinda Belisle	Judging Fiber Arts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-008-15	Roseanne Bye	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-009-15	Sandi Cormaci-Boles	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-010-15	Tina Davidson	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-011-15	Pilar Farmer	Judging Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-012-15	Felipa Hanson	Judging Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-013-15	Andrea Huber	Judging Hand Crafts Scrapbooking and Paper Arts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00

**OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
HA-014-15	Sally Lansing	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-015-15	Michael Broschinsky	Judging Hobbies & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-016-15	Ginette Nourse	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-017-15	Judy Nowland	Judging Fiber Arts Sewing Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-018-15	Helen Koshak	Judging Fiber Arts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-019-15	Jere Rogal	Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HA-020-15	Polly Womack	Judging Fiber Arts Competitions for Home Arts Exhibit	Fair	07/01/15		\$100.00
HBL-001-15	Jeff Alu	Judging the Label Competition for Homebrew Exhibit	Fair	06/16/15		In Kind Trade: \$92.00
VA-001-15	Yu Ji	Judging Fine Art Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-002-15	Roxanne Sexauer	Judging Fine Art Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-004-15	Susan Spiritus	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-005-15	Amanda Dahlgren	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-006-15	Douglas McCulloh	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-007-15	Paul Martin Lester	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-008-15	Ryan Even	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-009-15	Bruce Hershey	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-010-15	Mihoko Yamagata	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-011-15	Don Dormeyer	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-012-15	Peggy Peattie	Judging Adult Photography Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-014-15	Monica Esparza	Judging Woodworking Competition for Visual Arts Exhibit	Fair	07/10/15-07/23/15		\$300.00
VA-015-15	Ray Leier	Judging Woodworking Competition for Visual Arts Exhibit	Fair	07/10/15-07/23/15		\$300.00

**OC FAIR & EVENT CENTER
JUDGING AGREEMENTS FOR BOARD APPROVAL
JUNE 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
VA-016-15	Christian Ramirez	Judging Fine Art Young Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$300.00
VA-017-15	Peggy McBeath	Judging Fine Art Young Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$300.00
VA-018-15	Michael Gamnig	Judging Photography Young Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$300.00
VA-019-15	Kirby Piazza	Judging Photography Young Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$300.00
VA-020-15	Jimm Vest	Judging Student Film Festival Competition for Visual Arts Exhibit	Fair	06/15/15-08/09/15		\$500.00
VA-021-15	Naomi Kasa	Judging Student Film Festival Competition for Visual Arts Exhibit	Fair	06/15/15-08/09/15		\$500.00
VA-022-15	Rick Valasek	Judging Many Faces of the Fair Contest for Visual Arts Exhibit	Fair	08/28/15		\$100.00
VA-023-15	Rick Valasek	Judging Digital Photo Shoot Out for Visual Arts Exhibit	Fair	07/26/15		\$100.00
VA-025-15	Sayon Syprasoeuth	Judging Fine Art Adult Competition for Visual Arts Exhibit	Fair	06/04/15-07/23/15		\$500.00
VA-026-15	David A. Wade	Judging Fine Woodworking Competition	Fair	07/10/15-07/23/15		\$300.00

R RW

ANA

Agreement # CA-016-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cakes, Cupcakes and Confections Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 15th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R RW

A 

Agreement # CA-019-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Valerie Casey, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cakes, Cupcakes & Confections Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 15th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

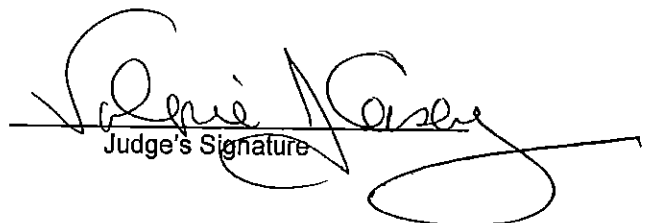
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Doug Lofstrom, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer


Judge's Signature

Valerie Casey
8280 Deep Creek Road
Apple Valley, CA 92308
760-881-8217
vjcasey@verizon.net

Date Judged _____
_____ Coordinator's Signature

R RW
A A

Agreement # CA-020-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Heather Gordon, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cakes, Cupcakes & Confections Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 15th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Doug Lofstrom, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Heather Gordon
4229 Keever Ave.
Long Beach, CA 90807
562.972.3111
heather@teubh.com

R. RW
A. D.

Agreement # CA-022-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **20th** day of **May, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and **Vicki Shrimmer**, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cookies, Bars & Brownies Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on **July 22**, beginning at **1:00 p.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Doug Lofstrom, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Vicki L. Schrimmer
Judge's Signature

Date Judged _____
Coordinator's Signature _____

Schrimmer
Vicki Schrimmer
8 Singingwood
Irvine, CA 92614
949.874.5965
vicki@myfavoriteindulgence.com

R RW
A

Agreement # CA-023-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Linda Amendt, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cookies, Bars & Brownies Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 22nd, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Linda J. Amendt

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Linda Amendt
33620 Mapleton Ave. #1316
Murrieta, CA 92563
(951) 301-6755

R RW
A (CA)

Agreement # CA-026-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Pies, Cheesecakes and Breads Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 29th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R RW
A DJ

Agreement # CA-028-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Hae Jung Cho, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Pies, Cheesecakes & Breads Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 29th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Hae Jung Cho
85 Crenshaw Blvd. #1
Los Angeles, CA 90005
(213) 703-0663
hjc90026@yahoo.com

R RW
A (A)

Agreement # CA-029-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Linda Amendt, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Pies, Cheesecakes & Breads Competition for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 29th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer


Judge's Signature

Date Judged _____
Coordinator's Signature _____

Linda Amendt
33620 Mapleton Ave. #1316
Murrieta, CA 92563
(951) 301-6755

R RW
A

Agreement # CA-030-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Concessionaires Cup Contest for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 23rd, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R RW
A (A)

Agreement # CA-031-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Salad Daze Contest for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 25th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

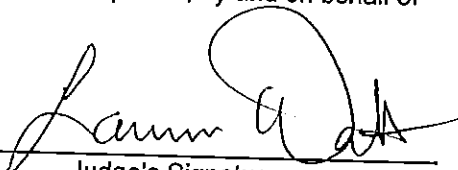
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____

Coordinator's Signature

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R RW
A AA

Agreement # CA-032-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Dip Into the Fun Contest for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on August 1st, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____

Coordinator's Signature

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R RW
A (J)

Agreement # CA-033-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 20th day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Lauria Watts, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Ultimate Tailgate Dish Contest for Culinary Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on August 8th, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

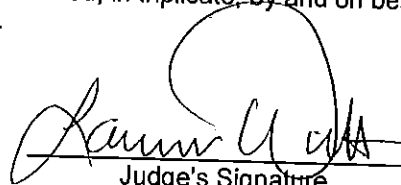
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Lauria Watts
8358 Orchard Street
Rancho Cucamonga, CA 91701
(909) 484-6655

R.R.W.
A.C.W.

Agreement # EX-001-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Michael Gamnig, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Photography at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Friday, July 10, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.


The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____

Coordinator's Signature

Michael Gamnig
28051 Chapulin
Mission Viejo, CA 92692

R RW
A N

Agreement # EX-002-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Kirby Piazza, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Photography at the 2015 OC Fair of said Association.

Services to be provided by the Judge on on Friday, July 10, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Kirby Piazza
2485 Irvine Ave. #3
Costa Mesa, CA 92627

R RW

AW

Agreement # EX-003-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Christian Ramirez, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Art at the 2015 OC Fair of said Association.

Services to be provided by the Judge on on Friday, July 10, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

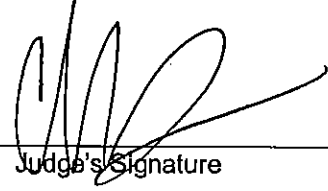
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Christian Ramirez
Laguna College of Art + Design
2222 Laguna Canyon Road
Laguna Beach, CA 92651

R RW

AN

Agreement # EX-004-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Peggy McBeath, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Art at the 2015 OC Fair of said Association.

Services to be provided by the Judge on on Friday, July 10, beginning at 1:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

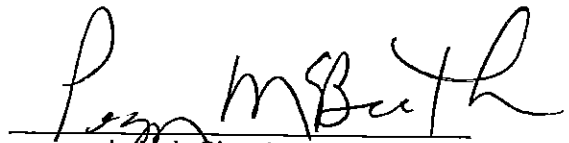
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Peggy McBeath
4860 Stonehaven Dr.
Yorba Linda, CA 92887

Date Judged _____
Coordinator's Signature _____

R rw
A AA

Agreement # EX-005-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Amy Carlson**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Youth Craft projects for Explorium Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **June 29th**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Amy Carlson
2506 Sycamore Lane
Costa Mesa, CA 92627
714-743-0040
a.carlson7@yahoo.com

R WJ
A AA

Agreement # GF-001-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Yvonne Andrew, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cut Flowers - Roses Divisions at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th, August 4th and August 11th beginning at 10:30 a.m. for the amount of \$60.00 per judging (total amount of \$300.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Yvonne M. Andrew
Judge's Signature

Yvonne Andrew
1206 W. Curie Avenue
Santa Ana, CA 92707

Date(s) Judged _____
Coordinator Signature _____

R ay
AA

Agreement # GF-002-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Brian Danker, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Fruit & Vegetable Competition at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th, August 4th and August 11th beginning at 10:30 a.m. for the amount of \$75.00 per day (total amount of \$375.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Brian Danker
20700 Cottonwood
Yorba Linda, CA 92887

Date(s) Judged _____
Coordinator Signature _____

R. Uy
A. Call

Agreement # GF-003-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Gail Call, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Arrangements at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th and August 4th beginning at 10:30 a.m. for the amount of \$60.00 per judging (total amount of \$240.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.) Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Gail Call
13072 Flint Dr.
Santa Ana, CA 92705

Date(s) Judged _____
Coordinator Signature _____

R uy
A AD

Agreement # GF-004-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Miriam Somoano**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Arrangements at the 2015 OC Fair of said Association.

Services are to be provided by the **Judge** on July 16th, July 28th, August 4th and August 11th beginning at 10:30 a.m. for the amount of **\$60.00 per judging (total amount of \$240.00)** which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature 

Miriam Somoano
20862 Balgair Circle
Huntington Beach, CA 92646

Date(s) Judged _____
Coordinator Signature _____

R
A

Agreement # GF-005-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Jillian Browne, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Arrangements and Floral Design Contest at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on: July 16th, July 21st, August 4th and August 11th beginning at 10:30 a.m. for Arrangements for the amount of \$60.00 per judging

AND

August 1st and August 8th beginning at 5:00 p.m. for Floral Design Contest for the amount of \$40.00 per judging. (Total amount \$320.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

J. Browne AIFD, CCF.
Judge's Signature

Date(s) Judged _____
Coordinator Signature _____

Jillian Browne
14261 Prospect Ave.
Tustin, CA 92780

R ay
A AD

Agreement # GF-006-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Kathleen Castagnoli, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Floral Design Contest at the 2015 OC Fair of said Association.

Services to be provided by the Judge on August 1st and August 8th beginning at 5:15 p.m. for Floral Design Contest for the amount of \$40.00 per judging (total amount of \$80.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Kathleen Castagnoli
2644 Elden Ave. #B2
Costa Mesa, CA 92627

Date(s) Judged _____
Coordinator Signature _____

R uy
A R

Agreement # GF-007-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Sean Quinn, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Division Cut Flowers at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th, August 4th and August 11th beginning at 10:30 a.m. for the amount of \$60.00 per day (total amount of \$300.00). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Sean Quinn
333 Junipero Avenue #3L
Long Beach, CA 90814

Date(s) Judged _____
Coordinator Signature _____

R
A

Agreement # GF-009-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Robert Papp, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Cut Flowers - Dahlias Divisions at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th, August 4th and August 11th beginning at 10:30 a.m. for the amount of \$60.00 per judging (total amount of \$300.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Robert Papp
Judge's Signature

Robert Papp
3123 Lomina Avenue
Long Beach, CA 90808

Date(s) Judged _____
Coordinator Signature _____

R uy
A W

Agreement # GF-010-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Geri Cibellis, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Youth Fruit & Vegetable Competition at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 21st and July 28th beginning at 10:30 a.m. for the amount of \$50.00 per day (total amount of \$100.00). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Gerardine M. Cibellis

Judge's Signature

Gerri Cibellis
19272 Mesa Drive
Villa Park, CA 92861

Date(s) Judged _____
Coordinator Signature _____

R ay
A RA

Agreement # GF-011-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Joe Ott, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Youth Fruit & Vegetable Competition at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, August 4th and August 11th beginning at 10:30 a.m. for the amount of \$50.00 per day (total amount of \$150.00). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Joseph D. Ott
Judge's Signature

Joe Ott
8782 Conner Drive
Huntington Beach, CA 92647

Date(s) Judged _____
Coordinator Signature _____

R clg
A AD

Agreement # GF-012-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Gregory Rager, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Container Plants (Youth and Adult) at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on July 16th, July 21st, July 28th, August 4th and August 11th at 10:30 a.m. for the amount of \$75.00 per day (total amount of \$375.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

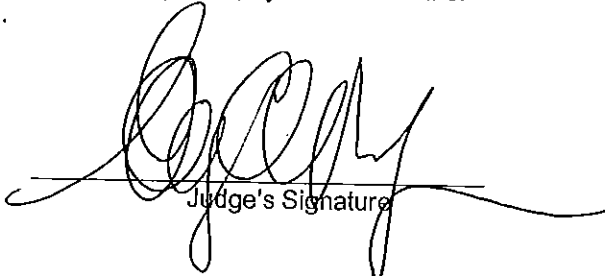
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Gregory Rager
39695 Berenda Road
Temecula, CA 92591

Date(s) Judged _____
Coordinator Signature _____

R *clay*
A *AA*

Agreement # GF-013-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 15th day of April, by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Darrell Poper, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Divisions Floral Design Contest at the 2015 OC Fair of said Association.

Services are to be provided by the Judge on: August 1st and August 8th beginning at 5:15 p.m. for Floral Design Contest for the amount of \$40.00 per judging (total amount \$80.00) which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Darrell Poper

Judge's Signature

Date(s) Judged _____
Coordinator Signature _____

Darrell Poper
10582 Los Alamitos Blvd
Los Alamitos, CA 90720

R RW
A (V)

Agreement # HA-001-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Russell Davis**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Collections Competition for Home & Hobbies Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 6th**, beginning at **10 a.m.** for the total amount of **\$250.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Russell Davis
5406 Avenida Palmar
Orange, CA 92869
714-639-9955
Rmdavis117@aol.com

R RW

A AD

Agreement # HA-002-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of June, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Michael Payan, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Collections Competition for Home & Hobbies Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on July 6th, beginning at 10 a.m. for the total amount of \$150.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Michael Payan
1018 North Cambria Place
Anaheim, CA 92801
714-944-1231
akachuck@att.net

R RW
A (A)

Agreement # HA-003-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Diana Cinamon**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Jewelry Competition for Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 7th**, beginning at **10 a.m.** for the total amount of **\$200.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Diana Cinamon
5763 Ironwood St
San Bernardino, CA 92404
909-883-6006
dlsanders@earthlink.net

R RW
A 

Agreement # HA-004-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Lothar Vallot**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Jewelry Arts Competition for Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 7th**, beginning at **10 a.m.** for the total amount of **\$200.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Lothar Vallot
15131 Trinton Lane, #117
Huntington Beach, CA 92649
714-893-6643
OvDiamonds@aol.com

R RW
A A

Agreement # HA-005-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of June, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Kathleen Lee-Smith, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Quilts Competition for Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 29th, beginning at 10 a.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Kathleen Lee-Smith
7157 SVL Box
Victorville, CA 92395
760-245-7179
piecesintime@verizon.net

R RW
A (NA)

Agreement # HA-006-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of June, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Ann Turley, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Quilts Competition for Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 29th, beginning at 10 a.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Ann Turley
2332 Winter Haven Lane
Fallbrook, CA 92028
760-645-3267
ann@annturley.info

R
A

Agreement # HA-007-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Belinda Belisle**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts Competitions for Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Belinda Belisle
5241 Hartford Way
Westminster, CA 92683
714-898-1092
BelindaKBelisle@gmail.com



Agreement # HA-008-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Roseanne Bye**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____ _____ Coordinator's Signature

Roseanne Bye
5829 Valencia Dr
Orange, CA 92869
714-633-4324
rbye@socal.rr.com

R RW

A AW

Agreement # HA-009-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Sandi Cormaci-Boles**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for the Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Sandi Cormaci-Boles
117 Rose Drive
Fullerton, CA 92833
714-814-6935
CormaciHeirloons@att.net

R RW
A AD

Agreement # HA-010-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Tina Davidson**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for the Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Tina Davidson
1500 E Warren 46
Santa Ana, CA 92705
714-953-8653
cdavidson@firstam.com

R RW
A AP

Agreement # HA-011-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Pilar Farmer**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Hand Crafts Competitions for Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Pilar Farmer
1741 Fleming St
Pomona, CA 91766
951-233-9618
pilarfarmer@yahoo.com

R RW
A AF

Agreement # HA-012-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Felipa Hanson**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Hand Crafts Competitions for Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Felipa Hanson
229 Costa Mesa St. Unit B
Costa Mesa, CA 92627
714-478-2267
felipahanson@yahoo.com

Date Judged _____

Coordinator's Signature

R RW
A

Agreement # HA-013-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Andrea Huber**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Hand Crafts Scrapbooking and Paper Arts Competitions for the Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Andrea Huber
25552 Via del Rey
San Juan Capistrano, CA 92675
949-388-5257
scrapgirlfriend@gmail.com

R RW

AAC

Agreement # HA-014-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Sally Lansing**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for the Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Sally Lansing
1714 S Heritage Circle
Anaheim, CA 92804
714-309-2025
Lansingssally@gmail.com

R RW

A AS

Agreement # HA-015-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Michael Broschinsky**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Hobbies & Hand Crafts Competitions for the Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Michael Broschinsky
19971 Wrightwood Ct.
Yorba Linda, CA 92886
714.695.1476
mnbrosch@dslextreme.com

Date Judged _____ _____ Coordinator's Signature

R. RW
A

Agreement # HA-016-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Ginette Nourse**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for the Home Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Ginette Nourse
8601 Doremere Dr
Huntington Beach, CA 92646
714-962-7071
cestginoux@aol.com

R RW
A (Signature)

Agreement # HA-017-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Judy Nowland**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts Sewing Competitions for the Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Judy Nowland
26956 Calle Maria
Capistrano Beach, CA 92624
949-280-9825
jnowland@saddleback.edu

R RW

A AE

Agreement # HA-018-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Helen Koshak**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Art Competitions for the Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____ _____ Coordinator's Signature

Helen Koshak
2100 E. Howell, #211
Anaheim, CA 92806
714.634.9116
newtonknits@aol.com

R RW
A AD

Agreement # HA-019-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Jere Rogal**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts & Hand Crafts Competitions for the Home Arts Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**. Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Jere Rogal
13410 Pard Dr
Cerritos, CA 90703
562-926-4888
Jlr7878@hotmail.com

R RW

A AE

Agreement # HA-020-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 5th day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Polly Womack**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fiber Arts Competitions for the Home Arts Exhibit at the 2015
OC Fair of said Association.

Services to be provided by the **Judge** on **July 1st**, beginning at **10 a.m.** for the total amount of **\$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)**.
Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Polly Womack
11582 Foster Road
Los Alamitos, CA 90720
562-431-1503
Pollyw814@gmail.com

R RW
A AD

Agreement # HBL-001-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGINGO

THIS AGREEMENT, made and entered into this **10th** day of **June, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **Jeff Alu**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging the Label Competition for Homebrew Exhibit at the **2015 OC Fair** of said Association.

Services to be provided by the **Judge** on **June 16**, beginning at **3:45 p.m.** for in-kind trade of **six (6) OC Fair admission tickets and two (2) parking tickets which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.)** upon satisfactory completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Jeff Alu
1226 N. Honda St
Anaheim, CA 92807
949-981-9817
animalu@animalu.com

RBW

ANH

Agreement # VA-001-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Yu Ji, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to 9 for online judging, Monday, July 13, beginning at 9:00 a.m., and Thursday, July 23 at 7 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.


The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Yu Ji
2278 Albury Ave.
Long Beach, CA 90815

RBW

ANH

Agreement # VA-002-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Roxanne Sexauer, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Monday, July 13, beginning at 9:00 a.m., and Thursday, July 23 at 7 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.


The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Roxanne Sexauer
4139 N. Marwick Ave.
Lakewood, CA 90713

R RW
Avt

Agreement # VA-004-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Susan Spiritus, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

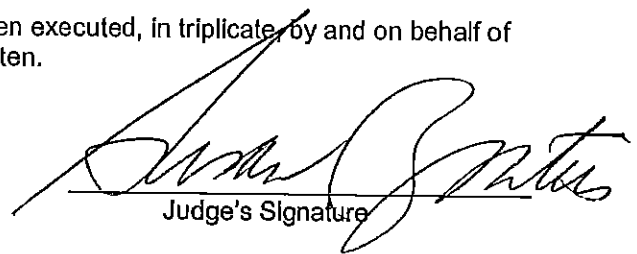
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Susan Spiritus
20351 Irvine Ave. Suite C-2
Newport Beach, CA 92660

Date Judged _____
_____ Coordinator's Signature

R RW
A H

Agreement # VA-005-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Amanda Dahlgren, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.


The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Amanda Dahlgren
2344 Denver St.
San Diego, CA 92110

R RW

AGH

Agreement # VA-006-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Douglas McCulloh, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Douglas McCulloh
5742 Grand Ave.
Riverside, CA 92504

R.R.W.

AND

Agreement # VA-007-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Paul Martin Lester, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

?
Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Paul Martin Lester
800 Concord Ave.
Fullerton, CA 92831

R RW

AVW

Agreement # VA-008-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Ryan Even, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Ryan Even
Photography Department
Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692

R RW
A NJ

Agreement # VA-009-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Bruce Hershey, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Bruce Hershey
4790 Irvine Blvd. #105-220
Irvine, CA 92620

RKW
AVD

Agreement # VA-010-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Mihoko Yamagata, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer


Judge's Signature

Date Judged _____
Coordinator's Signature _____

Mihoko Yamagata
27435 Paseo Mimosa
San Juan Capistrano, CA 92675

R LN

A JJ

Agreement # VA-011-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Don Dormeyer, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Don Dormeyer
2983 E. Miraloma
Anaheim, CA 92806

R RW

ASH

Agreement # VA-012-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and ~~Peggy Peattie~~ ^{Peggy Peattie}, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Adult Photography Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Tuesday, July 14, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.


The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Peggy Peattie
~~Peggy Peattie~~
UT SD

350 Camino de la Reina
San Diego, CA 92108

Date Judged _____
Coordinator's Signature _____

R RW
ADN

Agreement # VA-014-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Monica Esparza, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Woodworking Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer


Judge's Signature

Date Judged _____

Coordinator's Signature

Monica Esparza
1023 Calle Sombra Suite #G
San Clemente, CA 92673

RW
AN

Agreement # VA-015-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Ray Leier, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Woodworking Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Ray Leier
3051 Via Maderas
Altadena, CA 91001

R RW

AN

Agreement # VA-016-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Christian Ramirez, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Young Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

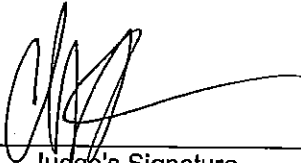
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
 2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
 3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
 4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Christian Ramirez
Laguna College of Art + Design
2222 Laguna Canyon Road
Laguna Beach, CA 92651

R RW
A V V

Agreement # VA-017-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Peggy McBeath, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Young Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

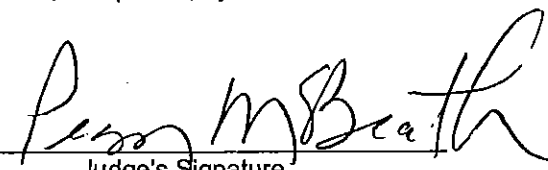
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Peggy McBeath
4860 Stonehaven Dr.
Yorba Linda, CA 92887

R RW
Acd

Agreement # VA-018-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Michael Gammig, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Photography Young Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

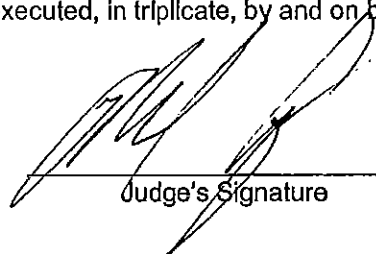
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Michael Gammig
28051 Chapulin
Mission Viejo, CA 92692

Date Judged _____
_____ Coordinator's Signature

R RW
AND

Agreement # VA-019-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Kirby Piazza, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Photography Young Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to June 9 for online judging, Friday, July 10, beginning at 9:00 a.m., and Thursday, July 23 at 7:00 p.m. for the total amount of \$300 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

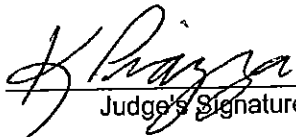
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Kirby Piazza
2485 Irvine Ave. #3
Costa Mesa, CA 92627

R.R.W

A.S.H

Agreement # VA-020-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Jimm Vest, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Student Film Festival Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Monday, June 15, beginning at 9:00 a.m., and Sunday, August 9 at 10:30 a.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Jimm Vest

Judge's Signature

Date Judged _____
_____ Coordinator's Signature

Jimm Vest
1912 N. Batavia Suite D
Orange, CA 92865

R RW

A M

Agreement # VA-021-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Naomi Kasa, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Student Film Festival Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Monday, June 15, beginning at 9:00 a.m., and Sunday, August 9 at 10:30 a.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

Naomi Kasa
Vanguard Univeristy
55 Fair Drive
Costa Mesa, CA 92626

R.R.W.
A.V.H.

Agreement # VA-022-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Rick Valasek, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Many Faces of the Fair Contest for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge to be completed by Friday, August 28, for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____
Coordinator's Signature _____

Rick Valasek
27539 Via Sequoia
San Juan Capistrano, CA 92675

RW
AV

Agreement # VA-023-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of April, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Rick Valasek, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Digital Photo Shoot Out for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on Sunday, July 26, beginning at 3:00 p.m. for the total amount of \$100.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

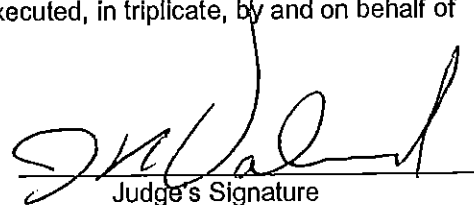
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer



Judge's Signature

Date Judged _____

Coordinator's Signature

Rick Valasek
27539 Via Sequoia
San Juan Capistrano, CA 92675

R (RW)

A (A)

Agreement # VA-025-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this 1st day of May, 2015 by and between the 32nd District Agricultural Association, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the State, and Sayon Syprasoeuth, party of the second part, hereinafter called the Judge.

WITNESSETH: That the Judge for and in consideration of the covenants, conditions, agreements, stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Art Adult Competition for Visual Arts Exhibit at the 2015 OC Fair of said Association.

Services to be provided by the Judge on June 4 to 9 for online judging, Monday, July 13, beginning at 9:00 a.m., and Thursday, July 23 at 7 p.m. for the total amount of \$500.00 which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

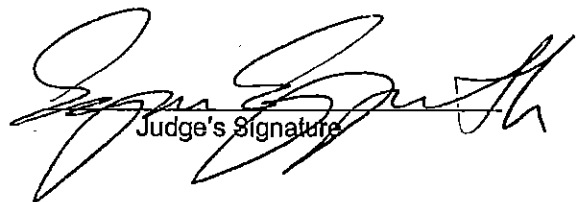
The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.


32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer


Judge's Signature

Sayon Syprasoeuth
939 Darrell St.
Costa Mesa, CA 92627

Date Judged _____
Coordinator's Signature _____

R RW
A 

Agreement # VA-026-15

32nd DISTRICT AGRICULTURAL ASSOCIATION
Costa Mesa, California

AGREEMENT FOR JUDGING

THIS AGREEMENT, made and entered into this **21st day of May, 2015** by and between the **32nd District Agricultural Association**, an agency of the State of California, through its duly appointed, qualified and acting Secretary-Manager, party of the first part, hereinafter called the **State**, and **David A. Wade**, party of the second part, hereinafter called the **Judge**.

WITNESSETH: That the **Judge** for and in consideration of the covenants, conditions, agreements, stipulations of the **State** hereinafter expressed, does hereby agree to furnish to the State services, as follows:

Judging Fine Woodworking Competition at the 2015 OC Fair of said Association.

Services to be provided by the **Judge** on **Friday, July 10**, beginning at **9:00 a.m.**, and **Thursday, July 23rd** at **7:00 p.m.** for the total amount of **\$300.00** which includes all expenses (i.e. mileage, travel costs, meals, lodging, etc.). Payment to be net 10 upon completion of agreement.

The following provisions constitute a part of this agreement:

1. The state hereby agrees to pay for the services at the times, in the manner and for the consideration, herein expressed.
2. The parties hereto agree that the Judge, and any agents and employees of the Judge, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

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.

32nd DISTRICT AGRICULTURAL ASSOCIATION

By _____
Kathy Kramer, Chief Executive Officer, or
Sharon M. Augenstein, Chief Financial Officer

Judge's Signature

Date Judged _____

Coordinator's Signature

David A. Wade
1330 Monte Vista Ave. Suite 7
Upland, CA 91786



Board of Directors Agenda Report

MEETING DATE: JUNE 25 2015 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: June 19, 2015

FROM: Ashleigh Aitken, Board Chair

PRESENTATION BY: Ashleigh Aitken, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. Centennial Farm Foundation Board (Vice Chair Mouet)
- ii. Heroes Hall Foundation Board (Director Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Vice Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Director Berardino, Chair Aitken)
- v. 2015 OC Fair City Liaison Committee (Director La Belle, Director Nguyen)
- vi. Veterans Memorial Task Force (Director Berardino, Director La Belle)
- 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)
- xi. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)



Board of Directors Agenda Report

MEETING DATE: JUNE 25, 2015 ITEM NUMBER: 9B

SUBJECT: Discussion of Board Ticketing Policy (Policy 4.8.5.E)

DATE: June 19, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

At the Board of Director's discretion.

BACKGROUND

Regarding the allocation of complimentary tickets to Board members, Policy 4.8.5.E. states:

Pacific Amphitheatre Concerts/Arena/Hangar/Memorial Gardens Marketing Functions Tickets: Each Board member may request up to six (6) complimentary tickets to each concert, Arena event, Hangar event and/or nightly Memorial Gardens Marketing Functions for themselves, their spouse and dependent children or no more than one (1) guest for use in the course of conducting their Board member duties.

The Board of Directors will discuss FPPC-compliant revisions to this policy.



Board of Directors Agenda Report

MEETING DATE: JUNE 25, 2015 ITEM NUMBER: 9C

SUBJECT: Discussion of Appointees to the Heroes Hall Veterans Foundation Board of Directors

DATE: June 19, 2015

FROM: Director Berardino and Director La Belle

PRESENTATION BY: Director Berardino and Director La Belle

RECOMMENDATION

At the Board of Directors' discretion.

BACKGROUND

The Board of Directors will consider further appointees to the Heroes Hall Veterans Foundation Board of Directors.

On May 28, the Board of Directors approved the appointment of Eric Spitz, OC Register; Aaron Reed, Aaron Reed & Associates; Lezlee Neebe, OCEA President; Doug La Belle, OCFEC Board of Directors, and Nick Berardino, OCFEC Board of Directors to the Heroes Hall Veterans Foundation.

At the April 23 meeting, the Board of Directors approved the Heroes Hall Veterans Foundation Bylaws and Articles of Incorporation. As amended, the Bylaws stipulate that the number of Foundation Board members will range from eleven to fifteen, including two members appointed from the OCFEC Board of Directors.



Board of Directors Agenda Report

MEETING DATE: JUNE 25, 2015 ITEM NUMBER: 9D

SUBJECT: Discussion of Board of Directors All Access Policy

DATE: June 19, 2015

FROM: Kathy Kramer, Chief Executive Officer

PRESENTATION BY: Kathy Kramer, Chief Executive Officer

RECOMMENDATION

Information item.

BACKGROUND

To facilitate access for OCFAEC Board members only to any year-round events or specific area(s) of OCFAEC property staff recommends the following process:

- During normal business hours (Mon.-Fri. 8 a.m.-5 p.m.) coordinate access with the CEO's office and in the absence of the CEO coordinate with a member of the Executive Management Team.

After normal business hours, access can be gained through the following process:

- Enter through Gate 5 off of Arlington Avenue and proceed to the Safety & Security Office located on the left just inside Gate 5. If Gate 5 is closed, contact OCFAEC Safety & Security Department at (714) 708-1588 to coordinate property access and entry.
- Safety & Security staff will assist with providing parking for board member's vehicle in appropriate areas based on property usage at the time of the visit.
- OCFAEC Safety & Security staff will be in possession of a roster of current board members and will confirm the identity of visiting board members prior to granting access to non-public areas of OCFAEC property.

- Board members will be asked to present an OCFEC issued *Board of Directors I.D. card* or current *State of California Issued identification card* to confirm their identity if unknown to the Safety & Security staff member.
- OCFEC Safety & Security staff will advise visiting board members of current activities that may limit access to a certain area, i.e. year round events, construction, storage, high traffic or other areas that might be hazardous.
- OCFEC Safety & Security staff will escort visiting board members to assist with event entry, secured building entry and to assure that visiting board members do not enter potentially hazardous areas.
- In instances in which Board members wish to bring guests, arrangements for a site visit will need to be coordinated with the CEO.

Relevant to this discussion, at the March 26, 2015 meeting, the Board voted to extend OCFEC Workers Compensation coverage indefinitely to the Board of Directors for Imaginology, the annual OC Fair and all other OCFEC sanctioned activities and events at the OC Fair & Event Center.



Board of Directors Agenda Report

MEETING DATE: JUNE 25, 2015 **ITEM NUMBER:** 9E

SUBJECT: Review and Approve Heroes Hall Architectural Design and CEQA Determination

DATE: June 19, 2015

FROM: Michele Richards, Chief Business Development Officer

PRESENTATION BY: Michele Richards, Chief Business Development Officer

RECOMMENDATION

Approve architectural design for Heroes Hall and CEQA Notice of Exemption.

BACKGROUND

In November, 2014, the Board of Directors approved funds for the development of architectural concept designs for the Heroes Hall veterans exhibit building and surrounding grounds. Staff will review the conceptual designs recommended by the Veterans Memorial Task Force and the Veterans Exhibit Advisory Group.

In addition, the Board will be asked to approve the filing of the attached CEQA Notice of Exemption prepared by KK Consulting who provided the following analysis of the exemption filing:

The initial step in the environmental review process is to determine if the project is exempt based on a review of the project parameters and determining if it would fall into one of the 33 "categorical exemption" classes identified in the CEQA Guidelines. Based on that review, it was determined that the project is exempt because, as required by the Class 31 Exemption (Section 15331 of the CEQA Guidelines) criteria, project implementation falls within the parameters established by that section of the CEQA Guidelines for "Historical Resource Restoration/Rehabilitation" because the project is limited in scope and includes the preservation of a historic resource (although not officially designated as a historic resource either by the City or the State) in a manner that is consistent with the Secretary of the Interior's Standards and, furthermore, none of the exceptions cited in the CEQA Guidelines would exist. As a result of the initial assessment, the project was determined to be exempt from CEQA and no further environmental analysis is required.

If approved, a bid package will be developed by CFFA and the project will go out to bid for construction.

Notice of Exemption

Lead Agency Contact Person: Kathy Kramer

Area Code/Telephone/Extension: (714) 708-1510

If filed by Applicant:

1. Attach certified document of exemption finding
2. Has a notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____

Date: _____

Title: _____

Signed by Lead Agency

Date Received for Filing at OPR: _____

Signed by Applicant