



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, November 19, 2015
9:00 a.m.

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

Board of Directors

Gerardo Mouet, Board Chair
Nick Berardino, Vice Chair

Ashleigh Aitken, Member	Barbara Bagneris, Member
Stanley Tkaczyk, Member	Sandra Cervantes, Member
Douglas La Belle, 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 OCFEC IS...**

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

3. **PLEDGE OF ALLEGIANCE**

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

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

6. **MATTERS OF PUBLIC COMMENT**

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

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

7. **MINUTES:**

A. Board Meeting held October 22, 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-145-15FT; SA-260-15SP; SA-170-15FT; SA-201-15SP; SA-254-15FT; SA-255-15FT; SA-257-15FT; SA-261-15SP; SA-262-15SP; SA-265-15YR; SA-266-15CF

B. Amendments: SA-253-15SP (Amend #1); SA-200-15SP (Amend #1)

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-111-15; R-119-15; R-137-15; R-140-15; R-150-15; R-152-15;
R-153-15; R-157-15; FT-065--15

F. Active Joint Powers Authority Agreements: none

G. Correspondence

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

i. 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 Veteran's Foundation Board (Director Berardino, Director La Belle)
- iii. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)

B. Pacific Amphitheatre Seat Replacement Project

1. Authorize CFFA to Award Contract for Pacific Amphitheatre Seat Replacement Project

Action Item

2. Approve Letter of Understanding with CFFA to provide project management services for the Pacific Amphitheatre Seat Replacement Project

Action Item

C. Review of Hourly Pay Rate for Seasonal Fair-Time Positions

Information Item

D. Discussion Regarding Gun Shows at the OCFEC

Information 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. (Govt. Code, § 11126, subd. (e).)
 - 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. (Govt. Code, § 11126, subd. (e).)

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: DECEMBER 17, 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. November 19, 2015



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

Statement of Cash Flows

As of October 31, 2015, OCFEC's cash on hand is \$36,313,482 an increase of \$7,494,151 during 2015. Operating activities have resulted in a net cash inflow of \$10,674,516 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$3,180,365 to date.

Balance Sheet

Accounts Payable remains high due to final Fair-related expenses not yet paid. These expenses will be paid in November.

Income Statement

October 2015 year-to-date revenues exceed expenses by \$7,576,075, which is favorable to the budgeted net proceeds of \$2,952,165 by \$4,623,910. Excluding performance in the Major Projects category, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date are favorable to budget by \$4,323,653.

Total year-to-date revenues of \$38,083,788 are favorable to budget by \$3,547,285 primarily due to favorable performance of the Fair. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$344K and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$903K.

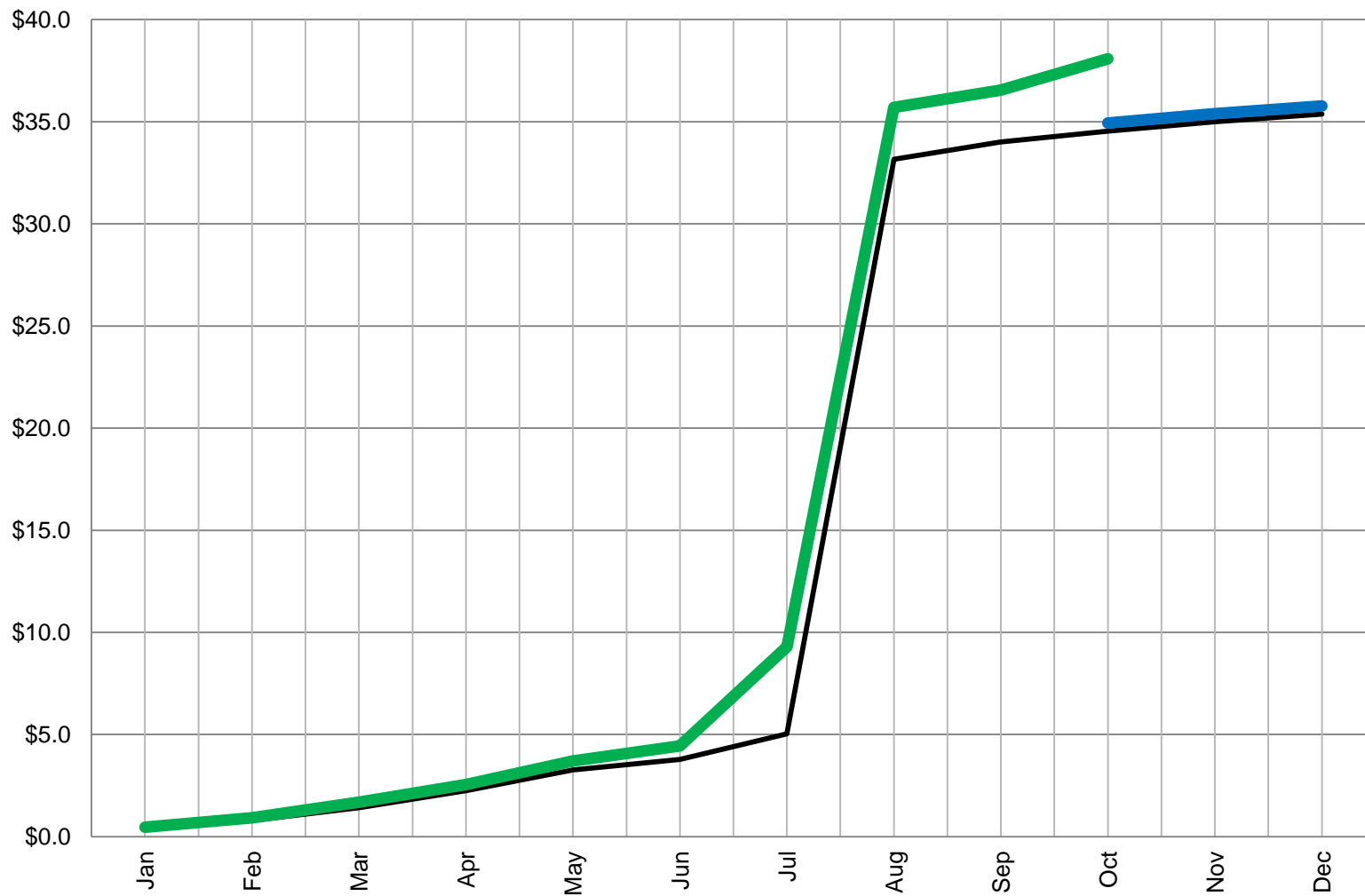
Total year-to-date operating expenses of \$28,261,851 are favorable to budget by \$803,545. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$920K due primarily to timing and unfilled positions.

32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results

As of October 31, 2015

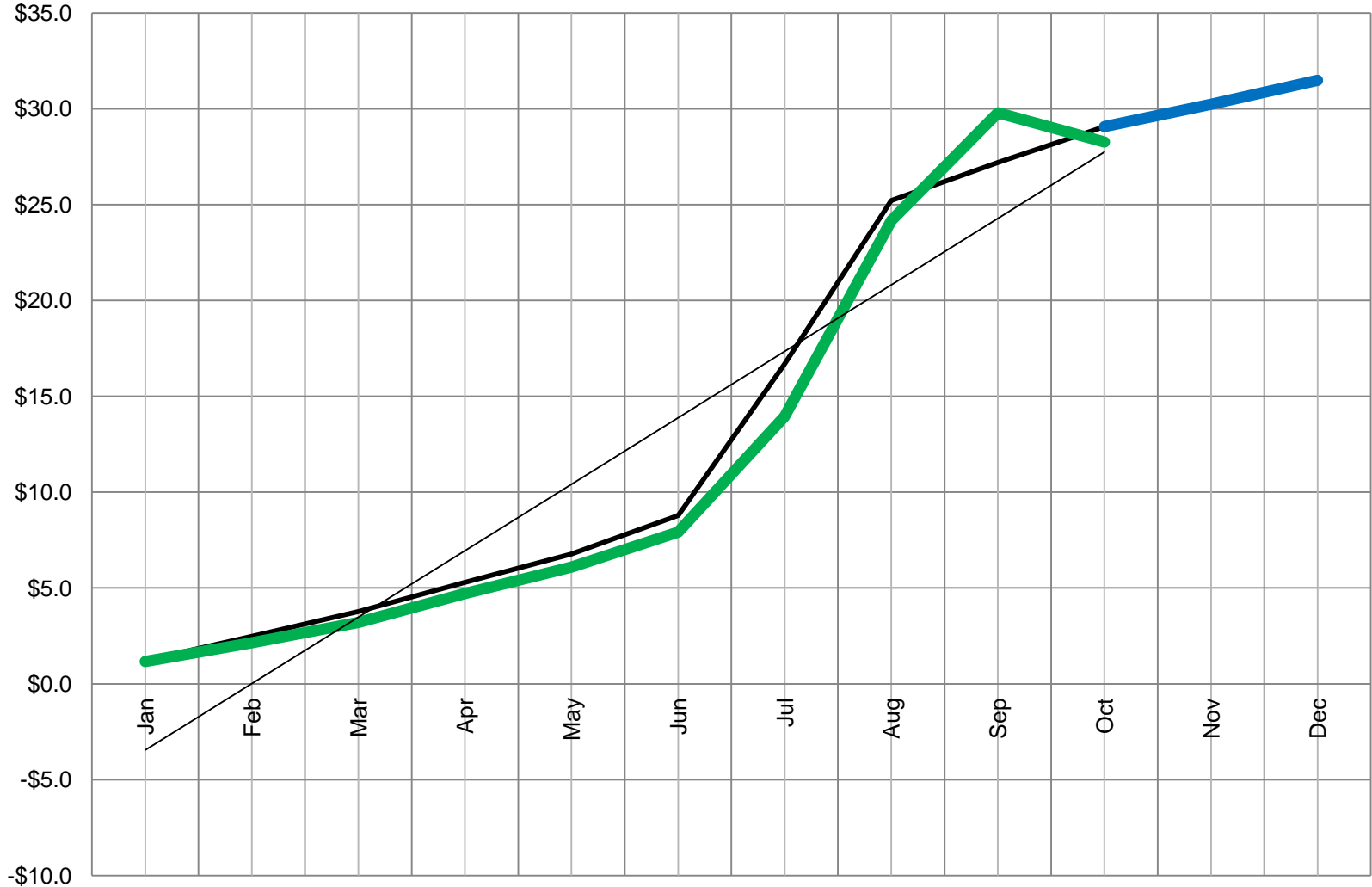
October 2015 YTD Revenue Performance

— Budget — Forecast — Forecast

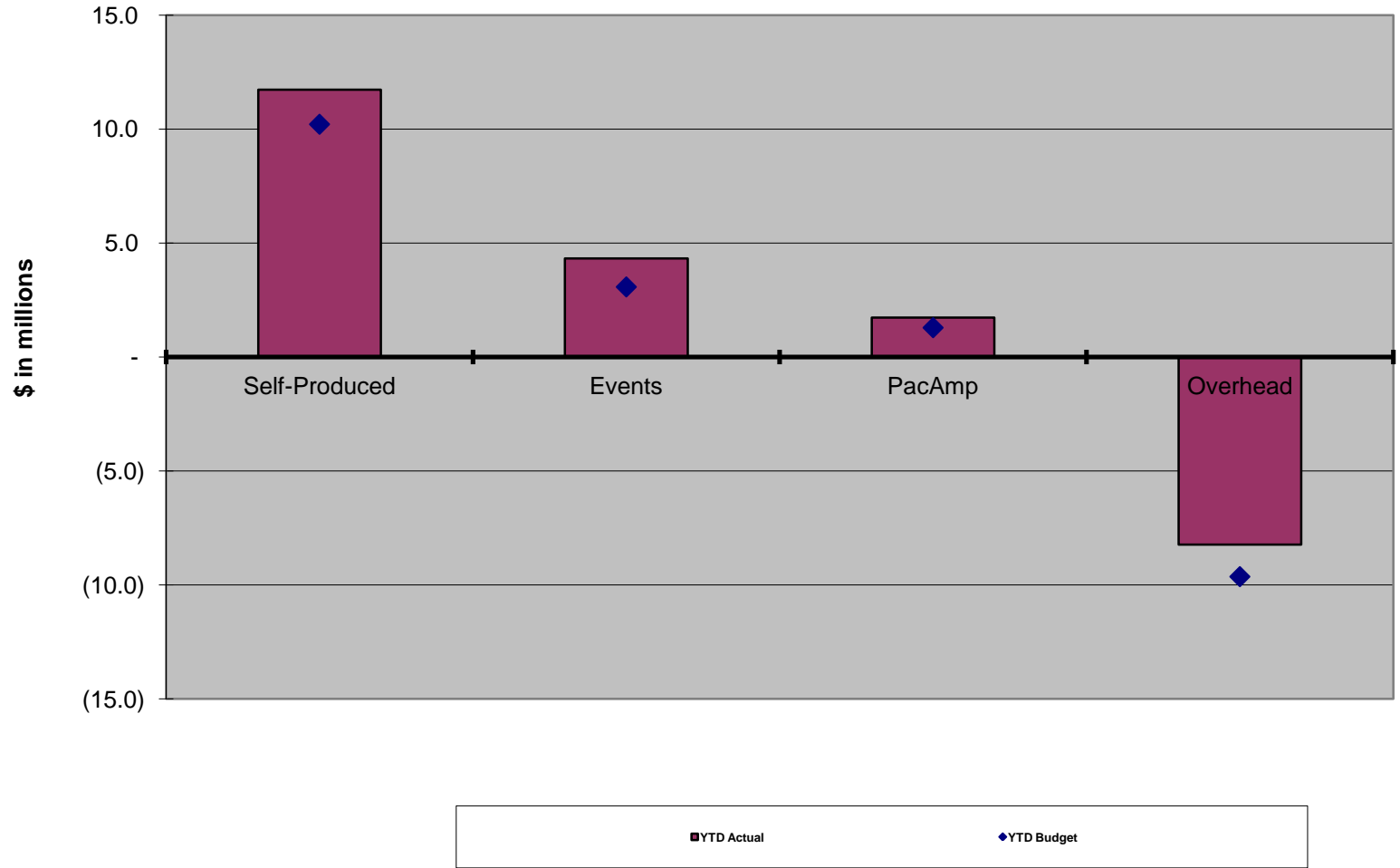


October 2015 YTD Operating Expense Performance

— Budget — Actual — Forecast — Linear (Actual)



October 2015 YTD Contribution Margin by Business Unit

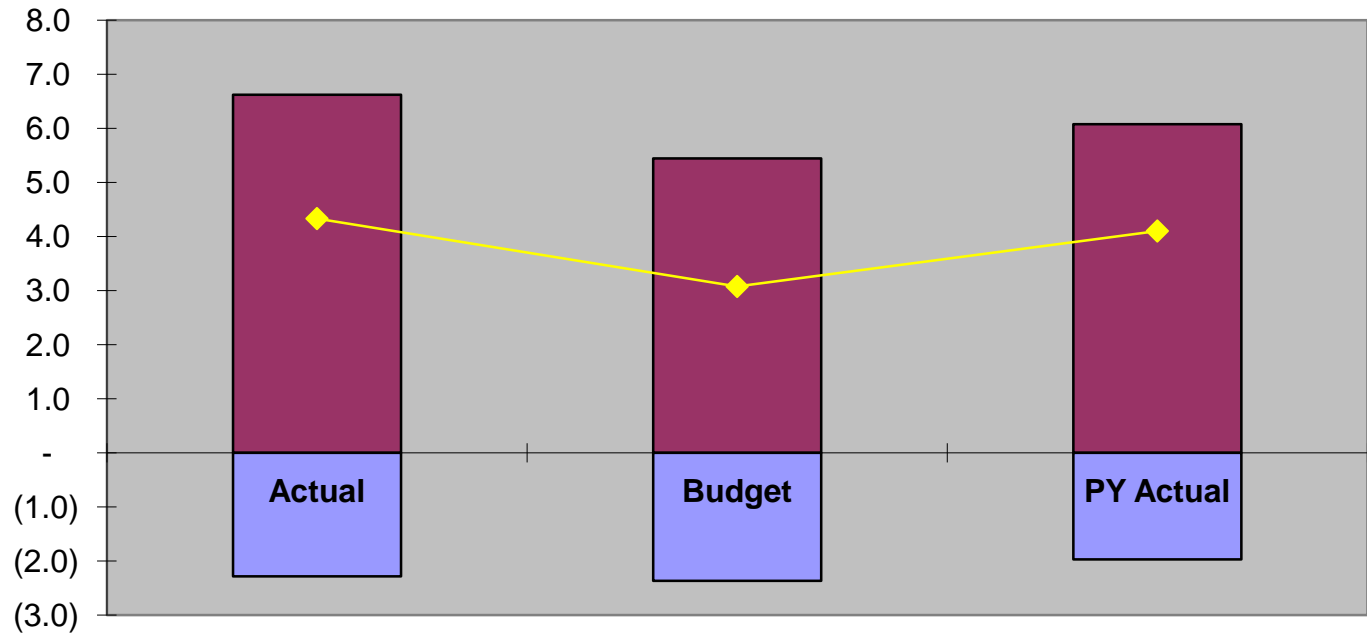


OC Fair & Event Center
Cash Flow Summary by Business Unit

Year to Date as of October, 2015

	2015 Year to Date <u>Actual</u>	2015 Year to Date <u>Budget</u>	2014 Year to Date <u>Actual</u>	2015 Full Year <u>Budget</u>
Contribution Margins:				
Self-Produced Events Business Unit	11.7	10.2	13.4	10.0
Events Business Unit	4.3	3.1	4.1	3.5
Pacific Amphitheatre Business Unit	<u>1.7</u>	<u>1.3</u>	<u>1.7</u>	<u>1.1</u>
Total Business Unit Contribution Margin	17.8	14.6	19.2	14.5
Net Overhead Expense (Cash)	<u>(8.2)</u>	<u>(9.6)</u>	<u>(8.2)</u>	<u>(11.2)</u>
Net Cash Provided (Used) Subtotal	9.6	4.9	11.0	3.4
Major Projects	(0.2)	(0.5)	(0.2)	(0.5)
Capital Expenditures	(3.2)		(7.1)	
Balance Sheet Changes	1.1		0.4	
Net Increase (Decrease) in Cash	<u><u>7.3</u></u>	<u><u>4.4</u></u>	<u><u>4.1</u></u>	<u><u>2.8</u></u>

Year-Round Events Business Unit October 2015 YTD Contribution Margin



Direct Revenue

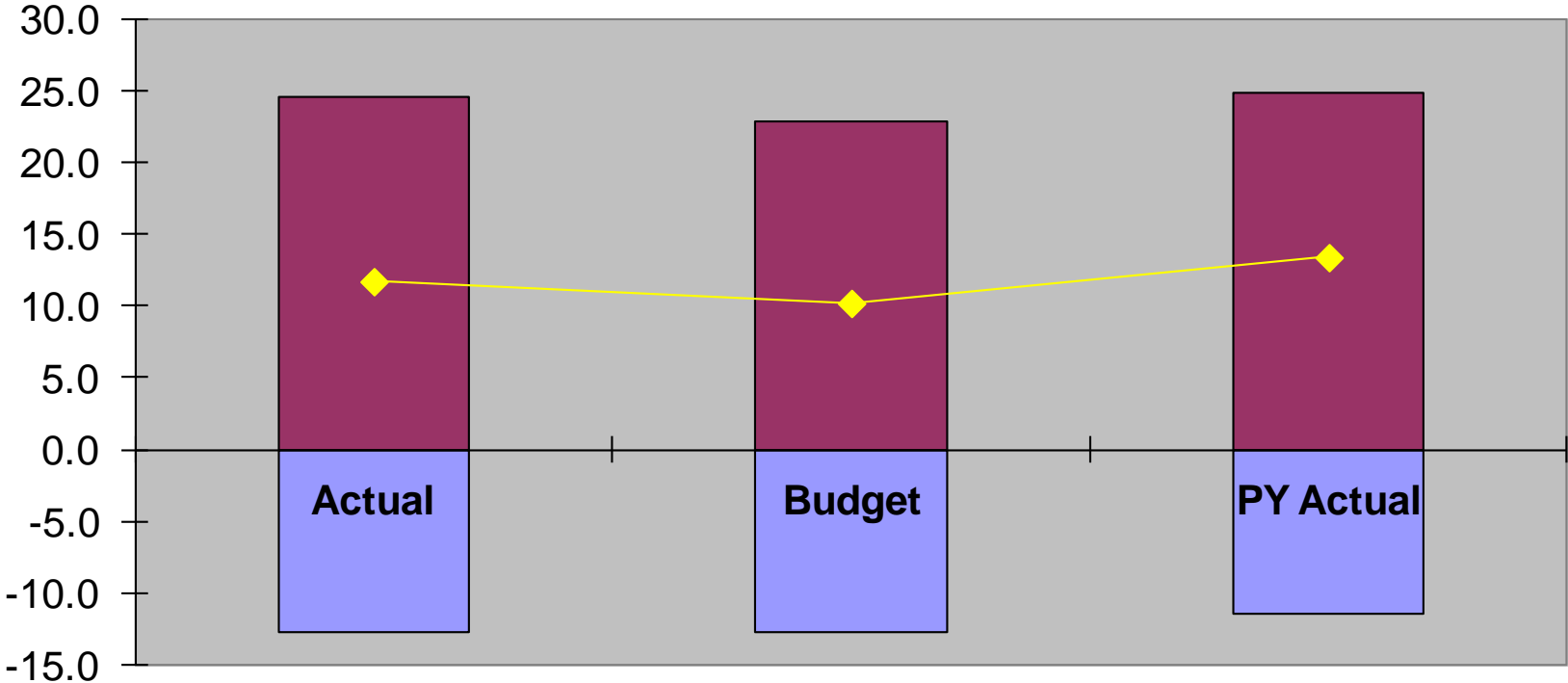
Direct Expense

Contribution Margin

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

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$2.6	\$2.3	\$2.6	\$2.8
Personnel Services	1.0	0.8	0.8	0.8
Concessions	0.9	0.6	0.7	0.7
Equipment Rentals	0.5	0.4	0.5	0.5
Admissions/Parking	1.6	1.2	1.3	1.3
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	6.6	5.4	6.1	6.2
Payroll/Related	1.6	1.7	1.5	2.0
Outside Services	0.2	0.2	0.1	0.2
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.3	0.2	0.4
Marketing/Related	0.0	0.1	0.1	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	2.3	2.4	2.0	2.8
Contribution to Overhead and CapEx	\$4.3	\$3.1	\$4.1	\$3.5

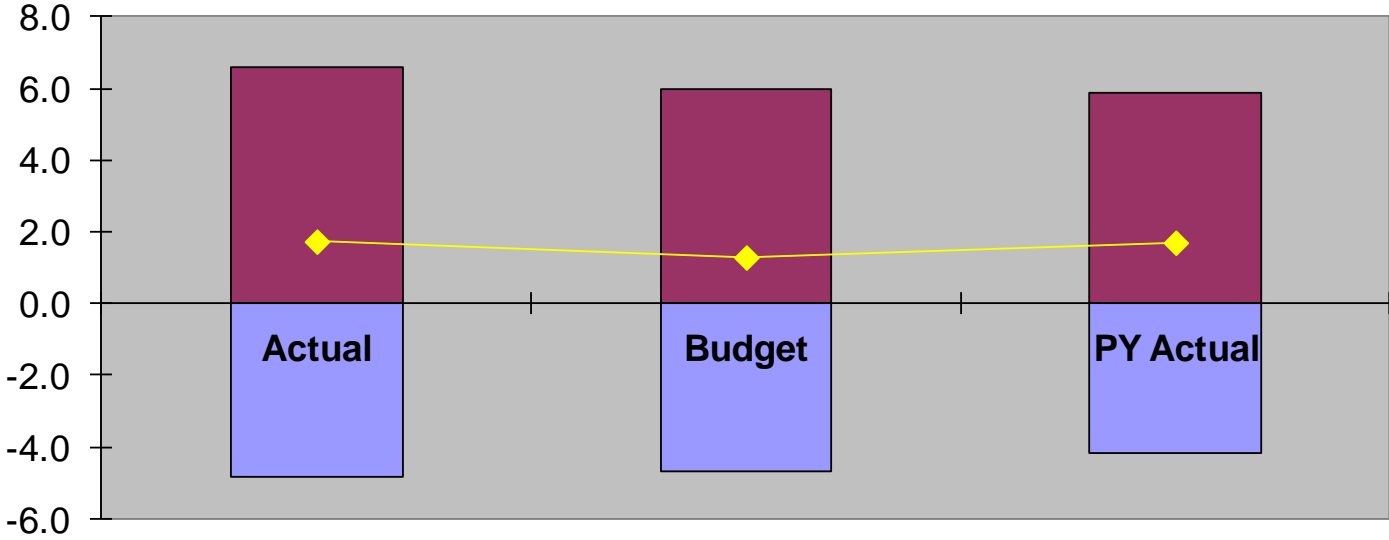
Self-Produced Events Business Unit October 2015 YTD Contribution Margin



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

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Admissions	\$7.8	\$7.7	\$8.3	\$7.7
Concessions	6.5	6.0	6.5	6.0
Carnival	3.6	3.1	3.5	3.1
Sponsorships	1.8	1.6	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	2.2	2.1	2.3	2.1
Other Revenue	1.2	1.0	1.1	1.0
Total Direct Revenue	<u>24.5</u>	<u>22.9</u>	<u>24.9</u>	<u>22.9</u>
Payroll/Related	4.3	4.1	3.8	4.3
Outside Services	1.9	2.1	1.4	2.1
Marketing/Related	1.3	1.2	1.3	1.2
Supplies/Equipment/Rentals	2.6	2.5	2.2	2.6
Attractions	1.1	1.1	1.2	1.1
Other Expense	1.7	1.6	1.5	1.6
Total Direct Expense	<u>12.8</u>	<u>12.7</u>	<u>11.5</u>	<u>12.9</u>
Contribution to Overhead and CapEx	<u><u>\$11.7</u></u>	<u><u>\$10.2</u></u>	<u><u>\$13.4</u></u>	<u><u>\$10.0</u></u>

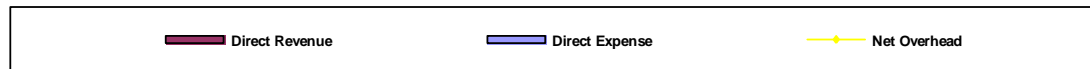
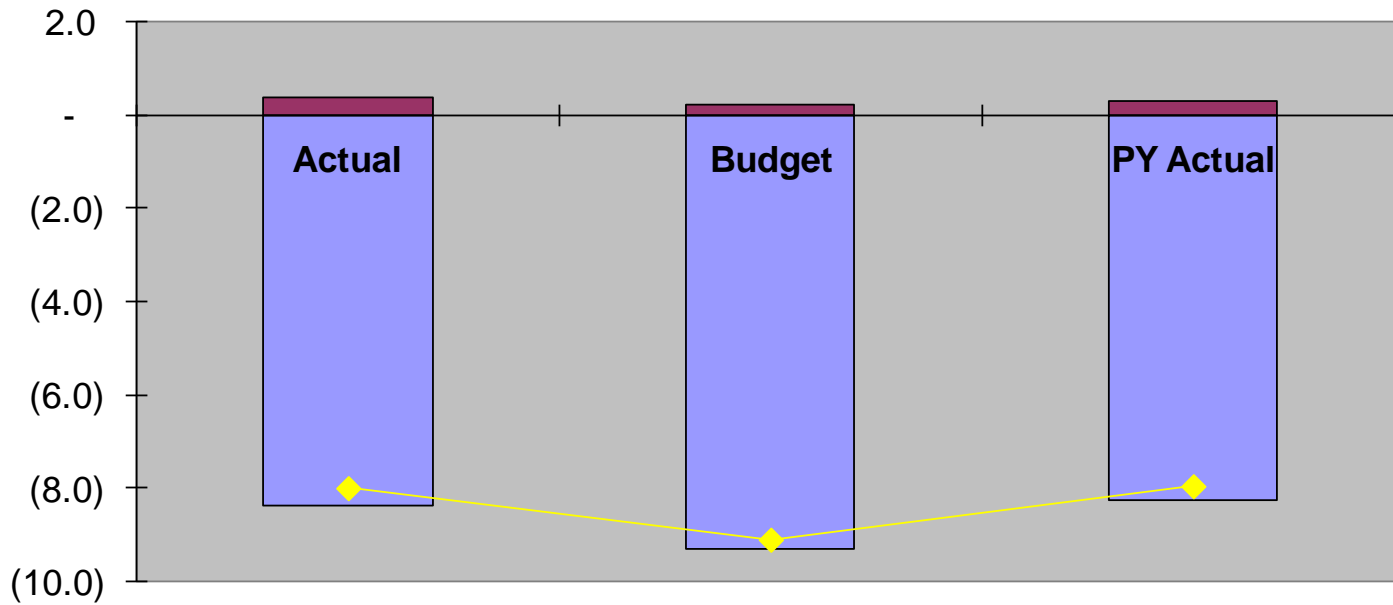
Pacific Amphitheatre Business Unit October 2015 YTD Contribution Margin



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

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Ticket Sales	\$4.7	\$4.1	\$4.0	\$4.1
Facility Fee	0.8	0.8	0.7	0.8
Concessions	0.5	0.4	0.4	0.4
Parking	0.6	0.4	0.5	0.4
Sponsorship	0.0	0.1	0.1	0.1
Other Revenue	0.1	0.3	0.1	0.3
Total Direct Revenue	6.6	6.0	5.9	6.0
Performers' Fees	3.2	3.1	2.6	3.1
Outside Services	0.5	0.5	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.6	0.5	0.5	0.5
Payroll/Related	0.1	0.1	0.1	0.3
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	4.8	4.7	4.2	4.9
Contribution to Overhead and CapEx	\$1.7	\$1.3	\$1.7	\$1.1

Support Services/Outreach October 2015 YTD Net Overhead



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

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Interest	\$0.0	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.2	\$0.1
Total Revenue	<u>\$0.4</u>	<u>\$0.2</u>	<u>\$0.3</u>	<u>\$0.3</u>
Payroll/Related	\$5.3	\$6.3	\$4.9	\$7.5
Facility/Related	\$1.6	\$1.7	\$1.7	\$1.9
Supplies/Telephone/Postage	\$0.6	\$0.5	\$0.6	\$0.6
Outside Services	\$0.3	\$0.4	\$0.6	\$0.4
Insurance	\$0.3	\$0.3	\$0.3	\$0.3
Other Expense	\$0.2	\$0.2	\$0.2	\$0.2
Total Expense	<u>\$8.4</u>	<u>\$9.3</u>	<u>\$8.3</u>	<u>\$10.9</u>
Net Overhead	<u>(\$8.0)</u>	<u>(\$9.1)</u>	<u>(\$8.0)</u>	<u>(\$10.6)</u>
Major Projects	\$0.2	\$0.5	\$0.2	\$0.5
Non-Cash Expenses:				
Depreciation Expense	<u>\$2.0</u>	<u>\$2.0</u>	<u>\$2.5</u>	<u>\$2.4</u>
Total Non-Cash Expense	<u>\$2.0</u>	<u>\$2.0</u>	<u>\$2.5</u>	<u>\$2.4</u>

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

	<u>2015</u>	<u>2014</u>
Assets		
Cash	\$ 2,317,454	\$ 989,274
Investments	33,996,028	30,840,032
Accounts Receivable	461,376	426,004
Reserve for Bad Debt	(11,850)	(29,614)
Prepaid Assets	-	-
Notes Receivable	277,786	-
Current Assets	<u>37,040,794</u>	<u>32,225,696</u>
Deferred Expenses	81,715	69,584
Capital Projects in Process	15,414,957	12,106,896
Land	133,553	133,553
Buildings and Improvements	31,129,380	32,963,400
Equipment	303,181	76,819
Long Term Assets	<u>47,062,786</u>	<u>45,350,252</u>
Total Assets	<u>\$ 84,103,580</u>	<u>\$ 77,575,948</u>
Liabilities		
Accounts Payable	\$ 1,499,331	\$ 1,305,026
Deferred Revenue	399,081	363,554
Other Payroll Deductions	344,240	206,665
Deposits	55,001	30,250
Other Liabilities	440	-
Short Term Liabilities	<u>2,298,094</u>	<u>1,905,495</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>3,260,363</u>	<u>2,913,025</u>
Resources		
Investment in Capital Assets	\$ 46,981,072	\$ 45,280,668
Net Resources - Designated Use	859,341	866,460
Restricted Capital	-	-
Net Resources Available for Operations	25,405,749	19,942,469
Net Resources - Auction Fund	20,981	26,459
	<u>73,267,142</u>	<u>66,116,056</u>
Net Proceeds from Operations	7,576,075	8,546,867
Total Resources	<u>80,843,217</u>	<u>74,662,923</u>
Total Liabilities and Net Resources	<u>\$ 84,103,580</u>	<u>\$ 77,575,948</u>

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of October, 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	\$ 9,661,056	\$ 9,149,000	\$ 512,056	5.6%	\$ 10,020,329	\$ (359,273)	-3.6%	\$ 9,149,000
Commercial Space Rental Revenue	1,498,395	1,444,000	54,395	3.8%	1,460,983	37,412	2.6%	1,444,000
Carnival and Concessions Revenue	10,500,327	9,434,000	1,066,327	11.3%	10,431,431	68,897	0.7%	9,434,000
Exhibits Revenue	116,356	91,000	25,356	27.9%	101,499	14,857	14.6%	91,000
Attractions Revenue	4,041,269	3,886,300	154,969	4.0%	3,394,305	646,963	19.1%	3,886,300
Miscellaneous Revenue	5,210,308	4,774,000	436,308	9.1%	5,264,770	(54,462)	-1.0%	4,774,000
Total OCFEC-Produced Event Revenue	31,027,711	28,778,300	2,249,411	7.8%	30,673,317	354,395	1.2%	28,778,300
Facility Rental Revenue	2,628,029	2,283,968	344,061	15.1%	2,599,320	28,709	1.1%	2,771,534
Other Event Revenue	4,029,415	3,126,600	902,815	28.9%	3,421,093	608,322	17.8%	3,432,700
Equestrian Center Revenue	98,369	85,720	12,649	14.8%	86,731	11,638	13.4%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	122,539	96,415	26,124	27.1%	108,821	13,718	12.6%	109,415
Total Rental Revenue	6,878,352	5,592,703	1,285,649	23.0%	6,215,966	662,387	10.7%	6,413,649
Interest Earnings	49,493	53,000	(3,507)	-6.6%	53,155	(3,662)	-6.9%	63,000
Grants	15,021	-	15,021	N/A	79,530	(64,509)	-81.1%	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	112,878	112,500	378	0.3%	112,500	378	0.3%	112,500
Prior Year Revenue	333	-	333	N/A	-	333	N/A	-
Total Non-Operating Revenue	177,725	165,500	12,225	7.4%	245,185	(67,460)	-27.5%	175,500
Total Revenue	\$ 38,083,788	\$ 34,536,503	\$ 3,547,285	10.3%	\$ 37,134,467	\$ 949,321	2.6%	\$ 35,367,449
Expenses								
Payroll and Related Expense	\$ 11,266,864	\$ 12,186,962	\$ 920,098	7.5%	\$ 10,341,836	\$ (925,028)	-8.9%	\$ 14,008,769
Professional Services Expense	2,934,190	3,111,998	177,808	5.7%	2,654,699	(279,491)	-10.5%	3,246,653
Directors Expense	12,058	9,900	(2,158)	-21.8%	5,982	(6,076)	-101.6%	11,600
Insurance Expense	310,185	297,850	(12,335)	-4.1%	286,771	(23,414)	-8.2%	297,850
Telephone & Postage Expense	130,770	105,440	(25,330)	-24.0%	97,142	(33,628)	-34.6%	129,866
Supplies and Equipment Expense	3,767,021	3,571,644	(195,377)	-5.5%	3,277,594	(489,428)	-14.9%	3,632,573
Facility and Related Expense	3,124,417	3,052,010	(72,407)	-2.4%	2,963,734	(160,683)	-5.4%	3,352,915
Publicity & Related Expense	1,634,745	1,623,255	(11,490)	-0.7%	1,646,282	11,537	0.7%	1,664,665
Attractions Expense	4,216,163	4,238,584	22,421	0.5%	3,779,020	(437,142)	-11.6%	4,238,584
Other Self-Prod Event Expense	276,350	251,583	(24,767)	-9.8%	253,471	(22,880)	-9.0%	256,083
Premium Expense	109,971	119,445	9,474	7.9%	115,474	5,503	4.8%	121,245
Other Operating Expense	479,117	496,725	17,608	3.5%	415,617	(63,500)	-15.3%	515,410
Total Operating Expense	28,261,851	29,065,396	803,545	2.8%	25,837,621	(2,424,230)	-9.4%	31,476,213
Depreciation Expense	1,990,942	1,990,942	-	0.0%	2,481,006	490,064	19.8%	2,389,130
Major Projects	227,743	528,000	300,257	56.9%	222,902	(4,842)	-2.2%	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	27,178	-	(27,178)	N/A	46,072	18,894	N/A	-
Total Non-Operating Expense	2,245,862	2,518,942	273,079	10.8%	2,749,979	504,117	18.3%	2,917,130
Total Expense	\$ 30,507,714	\$ 31,584,338	\$ 1,076,624	13.6%	\$ 28,587,600	\$ (1,920,113)	8.9%	\$ 34,393,343
Net Proceeds	\$ 7,576,075	\$ 2,952,165	\$ 4,623,910	156.6%	\$ 8,546,867	\$ (970,792)	-11.4%	\$ 974,106

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

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

Net Proceeds	\$7,576,075
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Non-Cash Expenses:

Depreciation Expense	1,990,942
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	148,754
(Incr) Decr in Notes Receivable	(277,786)
(Incr) Decr in Other Assets	(62,916)
Incr (Decr) in Accounts Payable	1,129,563
Incr (Decr) in Other Accrued Liabilities	169,884
Subtotal	1,107,499

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

10,674,516

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(3,180,365)

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

(3,180,365)

Net Increase (Decrease) in Cash	\$7,494,151
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Cash at Beginning of Year	28,819,331
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Cash at End of Period

\$36,313,482

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
October, 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	2,530,017	1,869,983
West End Facility Electrical	0	95,082	(95,082)
AG Memorial	111,000	78,318	32,682
Livestock Lane: Elec 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	16,712	3,288
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	5,750	39,250
Pac Amp: Seat Replacement	1,500,000	1,746	1,498,254
Ranch Bldg: Remodel	88,000	68,501	19,499
Ranch Bldg: Water Clarifier	18,000	0	18,000
Veterans Exhibit	1,000,000	12,003	987,997
ASA: Entry Sign Replacement	0	16,309	(16,309)
Parking: Signage	80,000	0	80,000
EQC: Wash Rack Canopy	30,000	37,599	(7,599)
Arlington Rest Room Trailer Removal	10,000	13,266	(3,266)
Exterior Rest Room Countertop Replacement	22,000	18,127	3,873
Solar Cart Parking - Charging Station	25,000	29,181	(4,181)
Total Buildings and Improvements	8,621,000	2,958,155	5,662,845
Carnival Improvements			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	0	50,000
Lot G: Asphalt Repair/Replace/Slurry/Stripe	250,000	26,620	223,380
Lot I/A: Tree Line Improvement	220,000	0	220,000
Interior Ground Seal	170,000	30,819	139,181
Carnival Water Line	0	12,932	(12,932)
Total Carnival Improvements	780,000	70,371	709,629
Equipment			
Compressor: Towable/Portable	18,000	0	18,000
Event Ops: Cart	7,000	49,798	(42,798)
Exhibit Equipment	20,000	33,418	(13,418)
Parking: Utility Truck	30,000	28,074	1,926
Portable Generator - Emergency Backup	60,000	0	60,000
Jetter Trailer - Steam Cleaning	27,000	32,995	(5,995)
S&S: Parking Lot Lighting Controls	80,000	0	80,000
S&S: Cart	9,000	7,555	1,445
Total Equipment	251,000	151,839	99,161
Total Capital Expenditures	9,652,000	3,180,365	6,471,635
Major Projects			
Organizational Needs Assessment	0	3,113	(3,113)
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)
Box Office: Flooring	0	9,707	(9,707)
Pit Barricades - Crowd Control	12,000	5,618	6,382
Park Plaza Rest Room Repairs	0	3,422	(3,422)
IT: Web Design	20,000	0	20,000
Maint Office: Flooring	0	8,974	(8,974)
Pac Amp: Step Lights Repair/Replace	25,000	20,888	4,112
Pac Amp: Trash Cans - Plaza Area	12,000	7,838	4,162
Parking Shelter Study	15,000	0	15,000
Picnic Tables: ADA Compliant	18,000	16,812	1,188
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	78,583	1,417
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	227,743	300,257
Total Capital Expenditures & Major Projects	10,180,000	3,408,108	6,771,892

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

Check No.	Date	Vendor Name	Amount
78105	10/08/15	Association of State CA Supervisors	108.00
78106	10/08/15	Alejandro Pijuan	150.00
78107	10/08/15	AT&T	40.65
78108	10/08/15	B & L Productions	521.64
78109	10/08/15	Bob Slane	50.00
78110	10/08/15	California Fairs Financing Authority	395.00
78111	10/08/15	California Fair Services Authority	1,669.74
78112	10/08/15	Charles Brown	150.00
78113	10/08/15	Moor+South/Pier Mngmt Co., LP (Tandem)	43,263.85
78114	10/08/15	Cruisin For A Cure	41,439.99
78115	10/08/15	Tsutsumida Pictures	216.00
78116	10/08/15	Void	-
78117	10/08/15	DeltaCare USA	675.35
78118	10/08/15	Delta Dental Plan Of California	4,428.76
78119	10/08/15	Department Of Human Resources	76.50
78120	10/08/15	Incognitus LLC	4,603.50
78121	10/08/15	IUOE, Craft/Maint. Division	1,404.00
78122	10/08/15	Kaiser Permanente	38,868.60
78123	10/08/15	Keith Davis	200.00
78124	10/08/15	Ken Cowell	150.00
78125	10/08/15	Kimco Staffing Services, Inc.	1,216.00
78126	10/08/15	LAC Events	4,533.75
78127	10/08/15	Lisa Sexton	6,996.75
78128	10/08/15	Michael Murphy	200.00
78129	10/08/15	Orange County Treasurer-Tax Collector	506,473.47
78130	10/08/15	Pacific Carpet and Tile Cleaning	723.20
78131	10/08/15	Paper Depot	90.00
78132	10/08/15	CA Public Employees Retirement System	45,341.29
78133	10/08/15	Pinnacle Petroleum, Inc.	1,312.23
78134	10/08/15	Precision Engineering Surveyors, Inc.	5,620.00
78135	10/08/15	Securitas Security Services USA, Inc.	47,794.11
78136	10/08/15	SEIU Local 1000 CA State Employees Asso.	1,873.62
78137	10/08/15	Quijote Corporation dba Sensis	8,860.00
78138	10/08/15	Silverado Stages, Inc.	114,187.50
78139	10/08/15	Spectra	582.12
78140	10/08/15	Tracy's Mobile Repair	142.50
78141	10/08/15	United Rentals (North America), Inc.	608.37
78142	10/08/15	Wayne Montz	200.00
78143	10/08/15	Dawn R. Lantz	150.00
78144	10/09/15	Sand Sports Super Show	159,322.31
78145	10/21/15	CWF, Inc. dba A1 Event & Party Rental	43,935.50
78146	10/21/15	AT&T	75.42
78147	10/21/15	AT&T	1,609.90
78148	10/21/15	AT&T	80.00
78149	10/21/15	Boyd & Associates, Inc.	1,456.50

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

Check No.	Date	Vendor Name	Amount
78150	10/21/15	BurrellesLuce	189.28
78151	10/21/15	Cart Mart, Inc.	2,700.86
78152	10/21/15	California Fair Services Authority	30,305.61
78153	10/21/15	Costa Mesa Chamber Of Commerce	37.50
78154	10/21/15	CCS Orange County Janitorial, Inc.	8,231.09
78155	10/21/15	Moor+South/Pier Mngmt Co., LP (Tandem)	28,036.25
78156	10/21/15	CR&R Inc.	8,930.95
78157	10/21/15	CR&A Custom, Inc.	89.78
78158	10/21/15	Darrell Komick	675.78
78159	10/21/15	Department of Forestry & Fire Protection	1,543.02
78160	10/21/15	Fire Sprinkler Inspections, Inc.	1,450.00
78161	10/21/15	The Fly Guy	782.20
78162	10/21/15	Haitbrink Asphalt Paving, Inc.	8,000.00
78163	10/21/15	Void	-
78164	10/21/15	Jerry Liu & Associates	1,025.00
78165	10/21/15	Kathy Kramer	51.54
78166	10/21/15	Kennah Construction, Inc.	845.00
78167	10/21/15	Khavarian Enterprises, Inc.	31,876.00
78168	10/21/15	Kimco Staffing Services, Inc.	1,641.60
78169	10/21/15	Lisa Sexton	6,996.75
78170	10/21/15	Melody Avena	97.54
78171	10/21/15	Mobile Mini	121.50
78172	10/21/15	Modular Space Corporation / Modspace	1,165.85
78173	10/21/15	Gravity Technologies Inc.	349.00
78174	10/21/15	Orange County Treasurer-Tax Collector	7,820.07
78175	10/21/15	Pacific Clippings	59.00
78176	10/21/15	Peter James Riojas	1,009.95
78177	10/21/15	Pinnacle Landscape Company	4,457.00
78178	10/21/15	Pre-Fab Builders, Inc.	1,500.00
78179	10/21/15	Quinn Company	104,197.73
78180	10/21/15	Red Wing Hatchery	188.60
78181	10/21/15	Research Design Specialists	836.00
78182	10/21/15	Safeguard Health Plans	37.62
78183	10/21/15	Quijote Corporation dba Sensis	6,602.12
78184	10/21/15	Silverado Stages, Inc.	133,259.50
78185	10/21/15	Southern California Edison	28,115.22
78186	10/21/15	Southwest Mobile Storage, Inc.	1,162.59
78187	10/21/15	Spectra	299.73
78188	10/21/15	State Disbursement Unit	331.00
78189	10/21/15	Sugar Plum Festivals	1,815.50
78190	10/21/15	The Gas Company	485.94
78191	10/21/15	Ultimate Trade Shows & Events, Inc.	590.00
78192	10/21/15	United Rentals (North America), Inc.	819.50
78193	10/21/15	Verizon Wireless	1,647.91
78194	10/22/15	Ray Cammack Shows, Inc.	22,367.20

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

Check No.	Date	Vendor Name	Amount
78195	10/22/15	AMFM Broadcasting Inc DBA iHeartMedia	50,762.06
78196	10/28/15	Advanced Surfaces, Inc.	7,606.00
78197	10/28/15	Amlon Industries, Inc.	1,611.79
78198	10/28/15	AT&T	2,861.42
78199	10/28/15	California Technology Agency	646.00
78200	10/28/15	CCS Orange County Janitorial, Inc.	7,168.60
78201	10/28/15	CORT Business Services, Inc.	1,014.96
78202	10/28/15	CR&A Custom, Inc.	12,948.01
78203	10/28/15	Tsutsumida Pictures	216.00
78204	10/28/15	Department of General Services	179.89
78205	10/28/15	Department of Justice	6,545.00
78206	10/28/15	Fire Sprinkler Inspections, Inc.	950.00
78207	10/28/15	Gem Faire, Inc.	739.88
78208	10/28/15	Christine Gunst	26.99
78209	10/28/15	Hahn & Bowersock	768.34
78210	10/28/15	IIDA Southern California Chapter	1,315.88
78211	10/28/15	Medical and Safety Management, Inc.	675.00
78212	10/28/15	Mesa Water District	13,307.00
78213	10/28/15	Orange County Register - Advertising	105.00
78214	10/28/15	Pinnacle Petroleum, Inc.	1,355.09
78215	10/28/15	Platinum Resource Group	936.00
78216	10/28/15	Ricoh Americas Corporation	3,093.35
78217	10/28/15	Robin Wachner	72.30
78218	10/28/15	Sectran Security, Inc.	100.00
78219	10/28/15	Quijote Corporation dba Sensis	12,342.50
78220	10/28/15	Southern California Edison	207,674.44
78221	10/28/15	Southern California Marine Association	914.00
78222	10/28/15	Sound Media Fusion, LLC	8,250.00
78223	10/28/15	State Disbursement Unit	331.00
78224	10/28/15	Suck-It Up	332.64
78225	10/28/15	The Wellness Group, LLC	690.00
Total October 2015 AP Checks			1,890,079.54

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

Reference No.	Date	Vendor Name	Amount
E118452078	10/01/15	E4C Enterprises, LLC (Brew Hee Haw)	52,938.20
E0f54c71a92	10/01/15	Internal Revenue Service	450.00
E100215-1	10/02/15	Signapay Accounting - 0964	1,339.44
E100215-2	10/02/15	Signapay Carnival - 3185	362.24
E100215-3	10/02/15	Global Payments ESS - 4284	89.66
E100215-4	10/02/15	Authorize.net Gateway - WiFi	32.05
E100215-5	10/02/15	Global Payments WiFi - 3304	31.76
E100215-6	10/02/15	Authorize.net Gateway - ESS	31.65
E100215-7	10/02/15	Global Payments Visual Arts - 3277	20.95
E100215-8	10/02/15	Signapay PacAmp Merch - 5003	13.55
E100215-9	10/02/15	Signapay PacAmp Sales - 1608	12.95
E100215-10	10/02/15	Paymentech TM - 6990	12.26
E100215-11	10/02/15	Signapay JLA - 6845	10.00
E100515-1	10/05/15	AMEX TM - 5809	215.78
E100515-2	10/05/15	Carnival Chargebacks - 3185	50.00
E100515-3	10/05/15	AMEX ESS APP - 1581	14.02
E100515-4	10/05/15	CBB Exhibit Entries - 8888	13.56
E100515-5	10/05/15	AMEX WiFi - 3435	1.12
EP100515-1	10/05/15	Payroll Tax - Federal	55,288.57
EP100515-2	10/05/15	Payroll Tax - State	6,869.92
ER3371443137	10/05/15	PayPal	59.95
E100615	10/06/15	Paymentech TM - 6990	13.77
E14551705	10/06/15	CA Public Employees Retirement System	18,892.41
E14551705	10/06/15	CA Public Employees Retirement System	10,782.28
E14551705	10/06/15	CA Public Employees Retirement System	1,018.86
E100715	10/07/15	Signapay Carnival - 3185	325.00
EP100715-1	10/07/15	Payroll Tax - Federal	4,897.06
EP100715-2	10/07/15	Payroll Tax - State	199.76
E100915	10/09/15	Admissions Chargebacks - 1087	31.00
E101315	10/13/15	Paymentech TM - 6990	17.06
EP101315-1	10/13/15	Payroll Tax - Federal	63.75
EP101315-2	10/13/15	Payroll Tax - State	1.30
E101415	10/14/15	Global Payments ESS - 4284	50.00
E101515	10/15/15	Admissions Chargebacks - 1087	36.00
E101615	10/16/15	Admissions Chargebacks - 1087	206.00
E101915-1	10/19/15	Admissions Chargebacks - 1087	60.00
E101915-2	10/19/15	Paymentech TM - 6990	15.53
EP101915-1	10/19/15	Payroll Tax - Federal	58,805.20
EP101915-2	10/19/15	Payroll Tax - State	7,907.78
E102115	10/21/15	Carnival Chargebacks - 3185	20.00
EP102215	10/22/15	Payroll Tax - Federal	59.33
E102315-1	10/23/15	Carnival Chargebacks - 3185	20.00
E102315-2	10/23/15	Admissions Chargebacks - 1087	12.00
E102315-3	10/23/15	Paymentech TM - 6990	10.86
E14551705	10/23/15	CA Public Employees Retirement System	1,259.03

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

Reference No.	Date	Vendor Name	Amount
EP102615	10/26/15	Payroll Tax - Federal	6.86
E14551705	10/27/15	CA Public Employees Retirement System	134,993.63
EP102815	10/28/15	Payroll Tax - Federal	1,049.44
E103015	10/30/15	PacAmp Chargebacks	125.00
Total October 2015 Electronic Payments			358,736.54



OC Fair & Event Center December 2015 Events Calendar Features Fight Club OC, Garden Class & Winter Fest

Costa Mesa, Calif. (December 2015) – The OC Fair & Event Center is home to a variety of events throughout the year. Here is the current December 2015 events calendar:

December 2015 at the OC Fair & Event Center

- Open through Dec. 16** [Magic Trees Christmas Tree Lot](#) ★
Find your holiday centerpiece at this large display of Noble Fir and Douglas Fir Christmas trees for sale. Flocking and wreaths are also available.
Hours: Daily 9 a.m.-9 p.m.
Admission: Free admission & parking. Prices for trees, wreaths and additional services vary.
Information: [magictrees.ocfair \[at\] gmail \[dot\] com](mailto:magictrees.ocfair@gmail.com), (818) 730-9074, [Facebook.com/MagicTreesOC](https://www.facebook.com/MagicTreesOC)
- 3** [Fight Club OC](#)
An innovative, bi-monthly series featuring boxing and mixed martial arts competitive fights with ringside luxury suites, VIP perks for season ticket holders and a happy hour bar and grill for all attendees. Join us Friday, December 11 for a special edition of Fight Club OC, details available at fightclub.com.
Hours: Thursday 7:30-9:30 p.m. Join us for Happy Hour specials 5:30-6:30 p.m.
Admission: \$50-\$100
Information: fightcluboc.com, (949) 760-3131
- 4-5** [Shoreline Dog Fanciers Association Holiday Classic](#) ★
All-breed dog show and obedience/rally event.
Hours: Friday-Saturday 8 a.m.-5 p.m.
Admission: Free
Information: shorelinedfa.intuitwebsites.com, [espreepdls \[at\] aol \[dot\] com](mailto:espreepdls@aol.com), 949-380-0885
- 5** [Centennial Farm Garden Class – “Make It & Take It Wreaths”](#)
Learn to make a fresh winter wreath from live greens. All tools and materials will be provided. Garden Classes are open to gardeners 16 years or older. Class sizes are limited so pre-registering online is strongly encouraged.
Hours: Saturday 9:30 a.m. (Classes last 1.5-2 hours unless otherwise specified.)
Admission: \$20 (Reservation deadline: Thurs., Dec. 3)
Information: ocfair.com/gardenclasses, CFGardenClass@ocfair.com, (714) 708-1619

- 5-6** [Sugar Rush](#)
Sugar Rush is a one-of-a kind dessert showcase and sweet market experience that offers a "Big Bite" of entertainment, competitions, demonstrations, cookie decorating for children, walk-about tasting of decadent and delicious sweet treats and shopping from dozens of the best pastry chefs and confectioners in Southern California.
Hours: Saturday-Sunday Noon-5 p.m.
Admission: General \$20 Presale, \$30 Day of Event, VIP \$50 Presale, \$60 Day of Event (Limited availability. 21 & older. Early entrance at 11 a.m.), Child (5-12) \$10 Presale, \$15 Day of Event, Children 4 & younger are free
Information: sugarrushoc.com, info [at] bigbiteevents [dot] com, (714) 550-9700
- 6-7** [Malibu Kennel Club](#) ★
Two-day all-breed dog show and obedience/rally event.
Hours: Sunday-Monday 8 a.m.-5 p.m.
Admission: Free
Information: onofrio.com, (310) 470-0662, danapearl [at] earthlink [dot] net
- 11-13** [Gem Faire](#)
Shop for fine jewelry, gems, beads, minerals, crystals, findings and more at manufacturer's prices. Plus, find nearly 200 exhibitors from around the world, classes, demonstrations, jewelry repair, ring sizing and free hourly door prizes.
Hours: Friday Noon-6 p.m., Saturday 10 a.m.-6 p.m., Sunday 10 a.m.-5 p.m.
Admission: General \$7 weekend pass, Children 11 & younger are free
Information: gemfaire.com, info [at] gemfaire [dot] com, (503) 252-8300
- 17** **Share Our Selves 46th Annual Adopt A Family Program**
Share Our Selves' annual holiday donation program, Adopt A Family, pairs generous donors with struggling families with children in the Costa Mesa & Santa Ana public school districts to provide them a holiday dinner plus new gifts for the children. Pre-registered donations are collected Dec. 17 at the OC Fair & Event Center and information on contributing is available online at ShareOurSelves.org.
Donation Drop-Off Hours: Thursday, 6 a.m.-5 p.m.
Admission & Parking: Free
Information: shareourselves.org, aaf [at] shareourselves [dot] org
- Dec. 18-
Jan. 3** [Winter Fest](#) ★
Enjoy winter in the OC with ice skating, holiday film viewings, ice tubing, nightly snowfall, Christmas tree lighting celebration and more festive entertainment and family-friendly activities.
Hours: Sunday-Thursday* 11 a.m.-10 p.m., Friday**-Sunday 11 a.m.-11 p.m.
(*Thursday, Christmas Eve 11 a.m.-5 p.m. & **Friday, Christmas Day 2-11 p.m.)
Admission: (Single-Day) General/Adult (Mon-Fri) \$20 online, \$25 day-of | (Sat-Sun) \$25 online, \$30 day-of, Child (4-11) (Mon-Fri) \$10 online, \$15 day-of | (Sat-Sun) \$15 online, \$15 day-of. (17-Day Pass) General/Adult \$45 online, \$50 day-of, Child (4-11) \$25 online, \$30 day-of. Children 3 & younger are free
Information: WinterFestOC.com, info [at] WinterFestOC [dot] com, (714) 550-9700

★ *This is a family-friendly event. Click on the icon for a full list of upcoming events for children and families.*

December 2015 Weekly Events

[Centennial Farm](#) ★

Three-acre working farm designed to educate youth and their families about agriculture and its importance to daily life with fruit and vegetable gardens, livestock and the Millennium Barn.

Hours (Dec. 1-13): Monday-Friday 1-4 p.m., Saturday-Sunday 9 a.m.-4 p.m.

Hours (Dec. 14-31): Daily 9 a.m.-4 p.m.

Closed Dec. 24-27

Admission: Free (During all-grounds events, admission may be required. Check ocfair.com for more information.)

Information: OC Fair & Event Center, ocfair.com or (714) 708-1916

Food Truck Fare – Wednesday (After Dark) & Thursday (Lunch) ★

Enjoy a gourmet food truck meal twice a week at the OC Fair & Event Center. Wednesday features tasty dinner options with entertainment and a cash bar while Thursday features lunchtime options from a variety of food trucks. Held near the Pacific Amphitheatre Box Office, enter at Gate 1 off Fair Drive.

Hours: Wednesday 5:30-9 p.m., Thursday 11 a.m.-2 p.m.

Closed Dec. 23, 24, 30 & 31

Admission and Parking: Free (Food prices vary per truck)

Information & Weekly Offerings: ocfair.com, [Twitter.com/ocfair](https://twitter.com/ocfair), [Facebook.com/ocfair](https://facebook.com/ocfair)

Farmers Market ★

Find the freshest fruit, vegetables, nuts and more at this weekly California-certified market.

Hours: Thursday 9 a.m.-1 p.m.

Closed Dec. 24 & 31

Admission and Parking: Free

Information: Orange County Farm Bureau, orange.cfbf.com or (714) 573-0374

OC Market Place / Cars & Coffee ★

A unique weekend swap meet celebrating food, fun, value and the entrepreneurial spirit.

Hours: Saturday and Sunday 7 a.m.-4 p.m.

Admission: General \$2 (Children 11 and younger are free) **Parking:** Free

Information: Tel Phil Enterprises, ocmarketplace.com or (949) 723-6660

Mark Your Calendar: January 2016 Events

Dec. 18-Jan. 3	Winter Fest
30	<u>Centennial Farm Garden Class – Pruning Workshop</u>
2	BrideWorld Expo
16-17	Crossroads of the West Gun Show
23-24	SoCal World Guitar Show
30-31	Great Train Expo

For additional information on any show, please contact the promoter listed in the event's information.

General parking for most events is \$7. Scheduled events are subject to change without notice. Visit ocfair.com for event updates.

The OC Fair & Event Center is located off the 405 and 55 freeways at 88 Fair Drive in Costa Mesa. For more information, please visit ocfair.com, become a fan on [Facebook.com/OCFair](https://facebook.com/OCFair), follow us at [Twitter.com/ocfair](https://twitter.com/ocfair) or call (714) 708-1500.

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-145-15FT	CORT	Furniture rental for 2015 OC Fair	Fair Time	06/09/15 - 08/31/15		\$8,846.00
SA-260-15SP	Haggen, Inc.	Sponsorship	Fair Time	07/01/15 - 08/16/15	\$104,543.00	
SA-170-15FT	Southwest Mobile Storage	Mobile unit rental	Fair Time	06/16/15 - 08/31/15		\$4,700.00
SA-201-15SP	Straub Distributing Company, LTD O/B/O Anheuser-Busch InBev	Sponsorship	Fair Time	06/06/15-08/17/15	\$262,726.00	
SA-254-15FT	United Site Services of Southern California, Inc.	Rental fencing for 2015 OC Fair	Fair Time	06/23/15 - 08/24/15		\$19,000.00
SA-255-15FT	United Site Services of Southern California, Inc.	Rental portable toilets for 2015 OC Fair	Fair Time	07/01/15 - 08/21/15		\$8,500.00
SA-257-15FT	United Rentals (North America), Inc.	Light tower rental for 2015 OC Fair	Fair Time	07/03/15 - 08/31/15		\$9,250.00
SA-261-15SP	Live Nation (Cirque)	Sponsorship	Fair Time	06/18/15 - 08/16/15		\$1,800.00
SA-262-15SP	Uber	Sponsorship	Fair Time	04/24/15 - 11/30/15	\$5.00 for every rider acquired with code "OCFAIR"	
SA-265-15YR	Schuller Ride Safety, LLC	Carnival/Independent Amusement Ride Safety Inspection Services	Year-Round	10/23/15 - 10/25/15		\$2,500.00
SA-266-15CF	Hart Bros. Livestock dba Hart Livestock	Horse rentals	Year-Round	01/21/16 - 02/12/15		\$2,430.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-253-15SP (Amend #1)	On Hold					
SA-200-15SP	Orange County Register	Sponsorship	Fair Time	4/1/2015 - 08/17/15	\$28,098.00 (TRADE)	

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-145-15FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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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. CORT BUSINESS SERVICES CORPORATION
---	--

2. The agreement term is from **06/09/15** through **08/31/15**

3. The maximum amount payable is \$ **8,846.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **8,846.00** (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 – Furniture Rental for 2015 OC Fair
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit F – Furniture Schedule (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.) CORT BUSINESS SERVICES CORPORATION			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Doug Steil, Area Manager			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 2540 Main Street, Irvine, CA 92614 (949) 852-0711			
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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide rental furniture to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from June 9th – August 31st 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 provide furniture according to the specifications outlined in the "Furniture Schedule" provided herein as Exhibit F.
- C. To deliver and pick up all furniture for the total cost outlined in "Furniture Schedule" provided herein as Exhibit F.
- D. All deliveries and pick-ups shall take place between the hours stated for each piece of equipment listed in Exhibit F. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
- E. 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. Furniture rented from Contractor is the property of Contractor and District shall have no right, title or interest therein or thereto other than the right to the possession and use of the furniture for the term of this Agreement.
- B. District is responsible for maintaining the rental furniture in the same condition as delivered, with the exception of normal and reasonable wear and tear.
- C. In the event rental furniture is damaged beyond reasonable wear and tear, Contractor may charge a replacement cost for any damaged items.
- D. To pay Contractor a total amount not to exceed EIGHT THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$8,846.00) will be Net 30 and delivered via US Mail upon satisfactory completion of services herein required.

--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.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45546. 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-



EXHIBIT F – FURNITURE SCHEDULE

All deliveries and pick-ups shall take place on the dates and between the hours stated with each piece of equipment.

Supp	Category	Item Type	Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delivery	Pick-Up	Preferred Delivery Time	Account	Invoice Number	Supplier (P.O. list only)
TERESA M	OFFICE FURNITURE	Chairs	1	EACH	Rolling Task Chair - no arms		Badging Office - Campground Gate	06/06/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Chairs	2	EACH	Alura Dining Stools (new back and cushion)		Information Booth	06/05/15	06/16/15	Afternoon 1-3:30	5220-47		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Work Stations	4	EACH	4 Work Stations		Badging Office - Campground Gate	06/06/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA D	OFFICE FURNITURE	Desks	4	EACH	30" x 60" Desks - Drawers: 4 (2 on each side with top small and bottom large)		Mailstock	06/06/15	06/20/15	No Preference	5220-62		CORT Furniture Rental
BARB Q	OFFICE FURNITURE	Tables	40	EACH	8 Plastic Folding Tables		Centennial Farm - Building #15 - Floral	06/15/15	06/16/15	No Preference	5220-32		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Lateral File	1	EACH	Two Drawer Locking Lateral File - 30" W	yes	Family Fair Way - Courtesy Booth	06/16/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
CHRIS	OFFICE FURNITURE	Desks	1	EACH	24" x 48" Desk - with 2 drawers minimum		Centennial Farm - Site Building	06/15/15	06/21/15	No Preference	5220-53		CORT Furniture Rental
CHRIS	OFFICE FURNITURE	Bookcases	1	EACH	30" x 48" 3-Shelf Bookcases		Centennial Farm - Site Building	06/15/15	06/21/15	No Preference	5220-53		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Chairs	3	EACH	Rolling Desk Chair - with arms	06/15 - On changed date by match w/other 523 deliveries	Cell Center - Admin Lamin Inter	06/23/15	06/17/15	AM	5220-47		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Work Stations	2	EACH	4 Work Stations		Family Fair Way - Courtesy Booth	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Chairs	2	EACH	Rolling Task Chair - no arms		Family Fair Way - Courtesy Booth	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Chairs	3	EACH	Rolling Office Chair - with arms		Costa Mesa Bldg (#10) - Office of Products	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Chairs	1	EACH	Alura Dining Stools (new back and cushion)		Costa Mesa Bldg (#10) - Office	06/23/15	06/16/15	8:00 AM	5220-47		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Desks	1	EACH	30" x 48" Desk - with 4 drawers (at least two must be full drawers)		Costa Mesa Bldg (#10) - Office	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Work Stations	2	EACH	24" x 48" Work Stations		Costa Mesa Bldg (#10) - Office	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Lateral File	1	EACH	2 Drawer LOCKING file cabinet (either letter-legal or legal-sized file)		Costa Mesa Bldg (#10) - Office	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Lateral File	1	EACH	30" Two Drawer Lateral File (legs)		Costa Mesa Bldg (#10) - Office	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
TERESA M	OFFICE FURNITURE	Chairs	4	EACH	Rolling Task Chair - with arms		Elevator - Mobile Unit	06/23/15	06/16/15	8:00 AM	5220-54		CORT Furniture Rental
BARBARA T.	OFFICE FURNITURE	Storage Cabinets	2	EACH	30" x 72" Metal Storage Cabinets		Visual Arts - Los Altos Bldg (#10)	06/23/15	06/23/15	No Preference	5220-44		CORT Furniture Rental
CHRIS	OFFICE FURNITURE	Chairs	2	EACH	Rolling Desk Chair - No Arms		Homa Arts - Anaheim Bldg (#15)	06/23/15	06/20/15	No Preference	5220-53		CORT Furniture Rental
CHRIS	OFFICE FURNITURE	Desks	2	EACH	30" x 60" Desks - with minimum 2 drawers	Pick Up Late Afternoon	Homa Arts - Anaheim Bldg (#15)	06/23/15	06/20/15	No Preference	5220-53		CORT Furniture Rental
CHRIS	OFFICE FURNITURE	Bookcases	2	EACH	30" x 48" 3-Shelf Bookcases	Pick Up Late Afternoon	Homa Arts - Anaheim Bldg (#15)	06/23/15	06/20/15	No Preference	5220-53		CORT Furniture Rental
PEREE	OFFICE FURNITURE	Desks	2	EACH	30" x 60" Desk - 4 Drawers		Exhibit Promenade (near Mobile Unit)	06/23/15	06/20/15	AM 7-10	5220-40		CORT Furniture Rental
PEREE	OFFICE FURNITURE	Chairs	3	EACH	Rolling Desk Chair - No Arms		Exhibit Promenade - Entrance	06/23/15	06/20/15	AM 7-10	5220-40		CORT Furniture Rental
PEREE	OFFICE FURNITURE	Desks	1	EACH	24" x 48" Desk - 2 Drawers		Exhibit Promenade (near Mobile Unit)	06/23/15	06/20/15	Am 7-10	5220-40		CORT Furniture Rental
SHARON	OFFICE FURNITURE	Tables	8	EACH	8 Plastic Table		Cash Ops Area	06/24/15	06/21/15	7:00 AM - 3:00 PM	5220-49		CORT Furniture Rental
SHARON	OFFICE FURNITURE	Tables	6	EACH	8 Plastic Table	5/21/15 - Reduced # of tables from 15 to 6	Cash Ops Area	06/24/15	06/21/15	7:00 AM - 3:00 PM	5220-49		CORT Furniture Rental
SHARON	OFFICE FURNITURE	Chairs	8	EACH	Rolling Desk Chair - No arms		Cash Ops Area	06/24/15	06/21/15	7:00 AM - 3:00 PM	5220-49		CORT Furniture Rental
BETTY	OFFICE FURNITURE	Tables	4	EACH	8 Plastic Table		Cash Ops Area	06/25/15	06/20/15	No Preference	5220-43		CORT Furniture Rental
BETTY	OFFICE FURNITURE	Chairs	1	EACH	Rolling Office Chair - with arms		Exposition - Tent	06/25/15	06/20/15	No Preference	5220-43		CORT Furniture Rental
BETTY	OFFICE FURNITURE	Bookcases	1	EACH	30" x 48" 3-Shelf Bookcases		Exposition - Tent	06/25/15	06/20/15	No Preference	5220-43		CORT Furniture Rental
BETTY	OFFICE FURNITURE	Desks	1	EACH	30" x 60" Desk - with 2 Locking Drawers		Exposition - Tent	06/25/15	06/20/15	No Preference	5220-43		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Chairs	4	EACH	Rolling Desk Chair with arms		Guest Services Office	06/25/15	06/17/15	No Preference	5220-47		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Tables	1	EACH	Coffee Table	Dimensions same as previous years	Baby Conscience	06/26/15	06/17/15	No Preference	5220-47		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Softs	2	EACH	8 Sofa		Baby Conscience	06/26/15	06/17/15	No Preference	5220-47		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Tables	2	EACH	End Table	Dimensions same as previous years	Baby Conscience	06/26/15	06/17/15	No Preference	5220-47		CORT Furniture Rental
JANIS	OFFICE FURNITURE	Desks	1	EACH	30" x 60" Desk with Side Drawers & Center Drawer		Safety & Security - Office Area	07/03/15	06/16/15	No Preference	5220-52		CORT Furniture Rental
JANIS	OFFICE FURNITURE	Chairs	1	EACH	Rolling Office Chair - ARMS		Safety & Security - Office Area	07/03/15	06/16/15	No Preference	5220-52		CORT Furniture Rental
JAY	OFFICE FURNITURE	Softs	3	EACH	8 Sofa		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Softs	3	EACH	4 Loveseat		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Softs	4	EACH	2 Comfortable Oversized Tufted Chair		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Chairs	5	EACH	Dining Chair with padded seat		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Work Stations	5	EACH	50 Workstations		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Tables	2	EACH	Maple Rectangle Cocktail Table - 48" W x 28" D x 17" H		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
JAY	OFFICE FURNITURE	Tables	1	EACH	Maple End Table - 48" W x 28" D x 17" H		Pacific Amphitheatre - Dressing Rooms	07/06/15	06/16/15	AM	5220-72		CORT Furniture Rental
DANIG	OFFICE FURNITURE	Tables	2	EACH	Coffee Table - no specific size		Hanger Building - Backstage	07/06/15	06/16/15	No Preference	5220-70		CORT Furniture Rental
DANIG	OFFICE FURNITURE	Softs	2	EACH	8 Sofa - 1 in each trailer		Hanger Building - Backstage	07/06/15	06/16/15	No Preference	5220-70		CORT Furniture Rental
JANIS	OFFICE FURNITURE	Desks	1	EACH	24" x 48" Desk with Side Drawers - 3 DRAWER 1 MODULE		Pac Amp - 3rd Base	07/06/15	06/16/15	No Preference	5220-74		CORT Furniture Rental
JANIS	OFFICE FURNITURE	Chairs	1	EACH	Rolling Desk Chair - NO ARMS		Pac Amp - 3rd Base	07/06/15	06/16/15	No Preference	5220-74		CORT Furniture Rental
LOVE	OFFICE FURNITURE	Desks	3	EACH	30" x 60" Desk - Minimum of 4 drawers		Admissions Sales Trailer	07/06/15	06/16/15	No Preference	5220-50		CORT Furniture Rental
LOVE	OFFICE FURNITURE	Cabinet	2	EACH	30" x 72" Half Locking Cabinet		Admissions Sales Trailer	07/06/15	06/16/15	No Preference	5220-50		CORT Furniture Rental
LOVE	OFFICE FURNITURE	Chairs	5	EACH	Rolling Desk Chair - No arms		Admissions Sales Trailer	07/06/15	06/16/15	No Preference	5220-50		CORT Furniture Rental
JENNIFER K	OFFICE FURNITURE	Chairs	12	EACH	Alura Dining Stools (new back and cushion)		Information Booth	07/10/15	06/17/15	Afternoon 1-3:30	5220-47		CORT Furniture Rental
DANIG	OFFICE FURNITURE	Fantron	1	EACH	8" x 6" Upright Folding Fantron		Hanger Building - S. per Pass Fulfillment Center	07/13/15	06/17/15	No Preference	5220-70		CORT Furniture Rental
ANICA	OFFICE FURNITURE	Tables	5	EACH	8 Plastic Table		Dry Office (by Aston Sports Arena)	07/13/15	06/16/15	No Preference	5220-48		CORT Furniture Rental
LOVE	OFFICE FURNITURE	Desks	1	EACH	30" x 60" Desk Minimum of 4 drawers		Data Operations Trailer	07/14/15	06/17/15	No Preference	5220-56		CORT Furniture Rental
DANIG	OFFICE FURNITURE	Softs	1	EACH	8 Sofa		Hanger Building - Vendor Break Area	07/15/15	06/17/15	No Preference	5220-70		CORT Furniture Rental
DANIG	OFFICE FURNITURE	Softs	2	EACH	8 Sofa		Aston Sports Arena Trailer	07/15/15	06/16/15	No Preference	5220-70		CORT Furniture Rental



EXHIBIT F – FURNITURE SCHEDULE (CONT.)

Delivery Area	Time Onsite	Total Rent	Delivery / Pickup Fee	Deliv Date	Pickup Date
Livestock	6/9-8/20	\$670.74	\$ 175.00	6/9/15	8/20/15
Badging Office - Campground Gate	6/9-8/19	\$248.70		6/9/15	8/19/15
Information Booth	6/9-8/19	\$110.27		6/9/15	8/19/15
Family Fair Way - Courtesy Booth	6/19-8/19	\$94.61	\$ 175.00	6/19/15	8/19/15
Centennial Farm - Building #15 Floral	6/19-8/18	\$1,703.35		6/19/15	8/18/15
Centennial Farm - Silo Building	6/19-8/21	\$225.40		6/19/15	8/21/15
Home Arts - Building #16	6/23-8/20	\$504.72	\$ 175.00	6/23/15	8/20/15
Exhibit Promenade - Breezeway	6/23-8/20	\$451.19		6/23/15	8/20/15
Visual Arts Department - Building #14	6/23-8/20	\$286.77		6/23/15	8/20/15
Building #10 - Office	6/23-8/19	\$441.70		6/23/15	8/19/15
Carnival of Products - Building #10	6/23-8/19	\$107.14		6/23/15	8/19/15
Family Fairway - Courtesy Booth	6/23-8/19	\$133.45		6/23/15	8/19/15
Evaluator - Mobile Unit	6/23-8/19	\$142.85		6/23/15	8/19/15
Call Center - Admin Lawn Trailer	6/23-8/17	\$103.46		6/23/15	8/17/15
Cash Ops Area	6/24-8/21	\$1,235.30	\$ 175.00	6/24/15	8/21/15
Explorium - Tent	6/25-8/20	\$466.83	\$ 175.00	6/25/15	8/20/15
Baby Convenience	6/29-8/17	\$564.06	\$ 175.00	6/29/15	8/17/15
Guest Services Office	6/29-8/17	\$122.74		6/29/15	8/17/15
Safety & Security - Office Area	7/2-8/18	\$138.58	\$ 175.00	7/2/15	8/18/15
Pacific Amphitheatre - Dressing Rooms	7/6-8/19	\$1,474.84	\$ 175.00	7/6/15	8/19/15
Admission Sales Trailer	7/8-8/19	\$584.66	\$ 175.00	7/8/15	8/19/15
Pacific Amphitheatre -3rd Base	7/8-8/18	\$96.19		7/8/15	8/18/15
Hangar Building - Backstage	7/8-8/17	\$320.06		7/8/15	8/17/15
Information Booth	7/10-8/17	\$354.77	\$ 175.00	7/10/15	8/17/15
Drag Office	7/13-8/19	\$174.68	\$ 175.00	7/13/15	8/19/15
Hangar Building - Super Pass Fulfillment Center	7/13-8/17	\$476.71		7/13/15	8/17/15
Gate Operations Trailer	7/14-8/17	\$386.13	\$ 175.00	7/14/15	8/17/15
Hangar Building - Mascot Break Area	7/15-8/17	\$106.94	\$ 175.00	7/15/15	8/17/15
Action Sports Arena Trailer	7/15-8/18	\$220.16		7/15/15	8/18/15
	TOTALS	\$11,947.00	\$ 2,275.00		
	OC Fair				
	Discount: 45%				
	Off	-\$5,376.15			
	Delivery Fees	\$ 2,275.00			
	Total Bid	\$8,845.85			

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-260-15SP	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. HAGGEN, INC.
---	---

2. The agreement term is from **07/01/15** through **08/16/15**

3. The maximum amount payable is **\$104,543.00 (CASH)** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$104,543.00 (CASH)**

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
- Exhibit D – Rules and Regulations Governing Rental Space

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.) HAGGEN, INC.			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Chris Linskey, Senior Vice President, Marketing			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 49 Discovery, Suite 150 Irvine, CA 92618 949-654-4246			
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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. For Haggen Inc. to be Sponsor of the 2015 OC Fair and Presenting Sponsor of Centennial Farm, We Care Wednesdays, Livestock Show Ring, Junior Livestock Auction, and the OC Promenade Stage at the OC Fair with a two (2) year option to renew for the 2018 and 2019 OC Fair as mutually agreed by District and Sponsor.
2. To provide payment in the sum of ONE HUNDRED AND FOUR THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS (\$104,543) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 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 provide staff and product for distribution of 2oz orange juice samples on the following dates and locations (location and distribution timeline in subsequent years to be mutually agreed by District and Sponsor):
 - a. Daily: 7/17 - 8/2 (Centennial Farm Location)
 - b. Saturday & Sunday only: 8/8-9 & 8/15-16 (Growers Tent Location)
6. 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.
7. 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.
8. 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.
9. 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.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. 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.
12. 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.
13. 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.

DISTRICT AGREES:

1. To provide Haggen Inc. Sponsorship of the 2015 OC Fair and Presenting Sponsorship of Centennial Farm, We Care Wednesdays, Livestock Show Ring, Junior Livestock Auction, and the OC Promenade Stage for the 2015 OC Fair.
2. To produce Sponsor signage at Centennial Farm during the 2015 OC Fair (signage to be produced/installed by the District):
 - a. Two (2) 22" x 28" signs adhered to pre-existing hand washing stations.
 - b. One (1) 144" x 42" sign adhered to the Windmill Tower.



3. To produce Sponsor signage at all three (3) entrance gate collection stations during We Care Wednesday promotions during the 2015 OC Fair (signage to be produced/installed by the District). Promotions to be held on 7/22, 7/29, 8/5, 8/12.
 - a. Four (4) 2' x 10' banners at Blue Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
 - b. Three (3) 2' x 10' banners at Yellow Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
 - c. Three (3) 2' x 10' banners at Green Gate "We Care Wednesday" booth (artwork to be created by District and approved by Sponsor).
4. Logo inclusion on Main Gate Reader Board whenever We Care Wednesday promotion is displayed.
5. To provide Sponsor with one (1) 10' x 10' booth space for 2oz Haggen branded orange juice samples at the OC Fair; daily from 7/17 - 8/2 at the Centennial Farm Location and Saturday & Sunday only from 8/8-9 & 8/15-16 at the Growers Tent Location (location and distribution timeline in subsequent years to be mutually agreed by District and Sponsor):
 - a. One (1) 10' x 10' tent with up to four (4) side walls for overnight closure.
 - b. Two (2) 8' tables.
 - c. Two (2) chairs.
6. 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 (pending deadline).
 - c. In the @The Fair e-newsletter, summer issue (pending deadline).
 - d. On the 2015 OC Fair web site with a link to the Sponsor web site.
 - i. Free Entertainment page, Promenade Stage section
 - ii. Special Events page, Junior Livestock Auction section
 - iii. Competitors & Contests page, Livestock page
 - iv. Discounts and Promotions page, "We Care Wednesday" section
 - v. Homepage "HERO", logo on "We Care Wednesday" slide
 - e. In 10 - 15 print ads featuring "We Care Wednesdays" promotion (pending deadlines).
 - f. In mentions of "We Care Wednesdays" promotion in OC Fair collateral, website, and social media (when applicable)
 - g. On the Southwest facing "eyebrow" on the Haggen Livestock Show Ring
 - h. OC Promenade stage signage (artwork to be designed by District and approved by Sponsor).
 - i. OC Promenade Schedule of Events signage (artwork to be designed by District and approved by Sponsor. Pending deadline)
7. To provide Sponsor with the following promotional components for the Haggen Junior Livestock Auction:
 - a. Allocation of \$2,500 from Sponsorship Fee toward the purchase of an animal(s) at the 2015 Haggen Junior Livestock Auction
8. To provide the following hospitality benefits:
 - a. One thousand (1,000) 2015 OC Fair Admission Tickets
 - b. One hundred seventy five (175) 2015 OC Fair Parking Passes for Adams Lot.
 - c. Two (2) Parking Hang Tag for F Lot
 - d. One thousand (1,000) Carnival Ride Cards (three [3] rides per card)
 - e. Sixteen (16) 2015 Pacific Amphitheatre concert tickets, not to exceed four (4) tickets to any one select show [pending availability]
 - f. Sixteen (16) 2015 Hangar Building entertainment tickets, not to exceed four (4) tickets to any one select show [pending availability]
 - g. Sixteen (16) 2015 Action Sports Arena entertainment tickets, not to exceed four (4) tickets to any one select show [pending availability]
9. To provide a mutually agreed upon number of working credentials and staff parking passes for Sponsor staff.



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 (IF ONSITE)

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 (IF ONSITE) (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 (IF ONSITE) (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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.
- L. Sponsor 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



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District 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.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. 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.
- W. 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. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

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

STD. 210 (Revised 6/2003)

R _____ A _____ F _____

CONTRACT NUMBER SA-170-15FT	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
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.

SOUTHWEST MOBILE STORAGE, INC.2. The agreement term is from 06/16/15 through 08/31/153. The maximum amount payable is \$ 4,700.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 4,700.00 (Attach list if applicable.)

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

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

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Mobile Office Unit Rental for 2015 OC Fair**

Exhibit B – Budget Detail and Payment Provisions

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

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

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

Exhibit F – Mobile Unit Schedule

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		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		SOUTHWEST MOBILE STORAGE, INC.			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Kathy Kramer, CFE, CMP, Chief Executive Officer		Chris Thorton, Branch Manager			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		9551 Lucas Ranch Rd., Rancho Cucamonga, CA 91730 909-948-7700			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	Distribution				
<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 three (3) Storage Containers Units and ten (10) Mobile Office Units ("Unit") to the 32nd District Agricultural Association, OC Fair & Event Center ("District") for the 2015 OC Fair.
- B. Rental fees, delivery and pick-up fees, sales tax, and all other fees to be charged by Contractor are included in the "Mobile Unit Schedule" provided herein as Exhibit F. 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.
- C. To deliver and pick up mobile units according to the dates and times outlined in the "Mobile Unit Schedule" provided herein as Exhibit F.
- D. Contractor shall provide Units that are in good condition and Units shall be delivered clean and ready to use.
- E. All deliveries and pick-ups shall take place between the hours 7:00 a.m. to 3:00 p.m. unless otherwise directed by the District. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified, unless otherwise agreed upon by the District.
- F. 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.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To provide Contractor access for delivery, installation, and removal of the Units.
- B. 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.
- C. To pay Contractor a total amount not to exceed FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700.00) based upon the included "Mobile Unit Schedule" provided herein as Exhibit F.

- 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.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45668. 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-



EXHIBIT F – MOBILE UNIT 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 will be 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	Duration	Per Day Cost	Total
1	8' x 20' Storage Container	Centennial Farm - Building #15 - Northeast Side	6/16/2015	8/21/2015	67	2.11	141.37
1	8' x 20' Open Bay Office with HVAC	Explorium - Tent	6/19/2015	8/21/2015	64	6.61	423.04
1	8' x 10' Storage Container	Clowns - Gate 4-1/2	7/6/2015	8/18/2015	44	1.79	78.76
1	8' x 10' Open Bay Office with HVAC	Clowns - Gate 4-1/2	7/6/2015	8/18/2015	44	5.54	243.76
1	8' x 10' Storage Container	Entertainment - Gate 4-1/2	7/6/2015	8/18/2015	44	1.79	78.76
4	8' x 10' Open Bay Office with HVAC	Entertainment - Gate 4-1/2	7/6/2015	8/18/2015	44	22.16	975.04
1	8' x 10' Open Bay Office with HVAC	Entertainment - Gate 4-1/2	7/6/2015	8/18/2015	44	5.54	243.76
1	8' x 20' Open Bay Office with HVAC	OC Connection - Memorial Way	7/6/2015	8/18/2015	44	6.61	290.84
1	8' x 20' Open Bay Office with HVAC	Pacific Amphitheatre - 3rd Base	7/6/2015	8/18/2015	44	6.61	290.84
1	8' x 20' Open Bay Office with HVAC	Drag Office (by Action Sports Arena)	7/6/2015	8/21/2015	47	6.61	310.67
6	Delivery Fees					100	\$ 600.00
5	Pick-up Fees					100	\$ 500.00
						Subtotal	\$ 4,176.84
						Taxes	\$ 334.14
						Total	\$ 4,510.98

-End Exhibit F-

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 STD. 210 (Revised 6/2003)

R. Mack *AMAR* *F. D. M.*

CONTRACT NUMBER SA-201-15SP	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State. 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Sponsor. STRAUB DISTRIBUTING COMPANY, LTD O/B/O ANHEUSER-BUSCH INBEV
--	--

2. The agreement term is from **06/15/15** through **06/14/2016** with two (2) one (1) year option periods.

3. The maximum amount payable is \$ **262,726.00 CASH SPONSORSHIP** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **262,726.00 CASH SPONSORSHIP**

4. Payment Terms (*Note: All payments are in arrears.*) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY
 ITEMIZED INVOICE OTHER **\$262,726.00 CASH SPONSORSHIP**

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*)
- Exhibit D – Rules and Regulations Governing Rental Space

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 STRAUB DISTRIBUTING COMPANY LTD O/B/O ANHEUSER-BUSCH INBEV	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Jim Brown, Vice President of Marketing	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 4633 E. La Palma Avenue, Anaheim, CA 92807 (714) 743-5418	
FUND TITLE Operating	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 *[Signature]* DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. That the contract term is June 6, 2015 – 06/14/2016 with two (2) one (1) year options to renew at the sole discretion of the District.
2. To be the Exclusive Malt Beverage Advertiser of the 2015 OC Fair with the exception of Hussong's Cantina.
3. To provide payment in the sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received by District 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**
 - b. Sponsorship fee during each of the subsequent years shall be subject to a 3% annual escalator if the contract is renewed.
4. To provide access to Budweiser Clydesdales team for parades when available (as scheduled), shows (as scheduled), grooming demonstrations, question/answer sessions and presentations, setting-up hitch, public photo opportunities, public interaction at no charge to the District. Value of \$2,000/day.
5. To increase sponsorship fee by TEN THOUSAND DOLLARS (\$10,000) each of the years during which the Budweiser Clydesdales team is unavailable.
6. 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.
7. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
8. 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 Sponsor, is not a registered sex offender per the Megan's Law registry.
9. That staff members shall comply with all of 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;
 - c. Any staff working less than ten (10) days at the 2015 OC Fair will be provided single-day working credentials; and
 - d. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office, all required paperwork, including the Megan's Law Screening(s), must be submitted to Tandem. Photo badge credentials must be obtained prior to the start of the 2015 OC Fair.
10. Sponsor will provide a list of staff working the following week and all 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.
11. Mobile tours and other exhibitors may be near the designated spaces.
12. To abide by all 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 contract term.
13. 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.
14. 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 Straub Distributing Company, LTD on behalf of Anheuser-Busch InBev with Exclusive Malt Beverage Advertiser of the 2015 OC Fair with the exception of Hussong's Cantina.
2. To provide Straub Distributing Company, LTD on behalf of Anheuser-Busch InBev with Exclusive Malt Beverage Advertiser of the 2016 and 2017 OC Fair with the exception of Hussong's Cantina if the contract is renewed during each of the subsequent years.
3. To provide Sponsor with access to a secured storage area and electricity during the 2015 OC Fair.
4. To provide Sponsor with access to a secured storage area and electricity during the 2016 and 2017 OC Fair if the contract is renewed during each of the subsequent years.
5. To provide suitable accommodations to display/show the Budweiser Clydesdales team when available (as scheduled).
6. To purchase all age-verifying wristbands from Sponsor for use at 2015 OC Fair with Anheuser-Busch InBev brand logos, including Hussong's Cantina.
7. To purchase all age-verifying wristbands from Sponsor for use at 2016 and 2017 OC Fair with Anheuser-Busch InBev brand logos, including Hussong's Cantina, if the contract is renewed during each of the subsequent years.
8. 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);
 - d. On the 2015 OC Fair and Pacific Amphitheatre web site with a link to the Sponsor web site;
 - e. On Pacific Amphitheatre video screen rotation prior to each concert; and
 - f. On the OC Fair Souvenir cup at Pacific Amphitheatre.
9. To provide the following hospitality benefits:
 - a. Two hundred (200) 2015 OC Fair Admission Tickets;
 - b. Seventy-five (75) 2015 OC Fair Single Day F-Lot Parking Passes;
 - c. Forty-six (46) 2015 OC Fair Pacific Amphitheatre VIP Parking Passes (two [2] passes per concert);
 - d. One hundred (100) 2015 OC Fair Carnival Ride Cards (three [3] rides per card); and
 - e. Two hundred and thirty (230) 2015 Pacific Amphitheatre Box Tickets (ten [10] box tickets per show).
10. To provide mutually agreed upon number of working credentials and staff parking passes for Sponsor staff assigned to Sponsor's and operations in the form of either photo badges (for staff working ten [10] days or more) or single-day working credentials (for staff working less than ten [10] days).

- 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.
- 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.



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

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, attorney fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 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.)

- End Exhibit B -



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/Sub-lessor 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/Sub-lessor 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-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor 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.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit 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 Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this 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 the District, 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 Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District 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 the District.



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

- L. Sponsor 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 the District and the local law enforcement officials.
- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. 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 Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor 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 Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District 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.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. 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.
- W. 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. During OC/FEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

R. E. ALK F. D.

AGREEMENT NUMBER
SA-254-15FT

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

UNITED SITE SERVICES OF CALIFORNIA, INC.

2. The term of this Agreement is: **06/23/15** through **08/24/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$19,000.00**

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 rent temporary fencing, gates, and fence material to the District for the 2015 OC Fair. 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.)

UNITED SITE SERVICES OF CALIFORNIA, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gaetano D'Anna, General Council & Secretary

ADDRESS

**523 W. Crowther Avenue, Placentia, CA 92870
 (800) 638-1233**

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

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 rent to the District chain link fencing, fence gates, and associated materials on the dates and per the specifications as outlined in the table below, unless otherwise agreed to by District:

Super	Category	Item Type	Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delivery	Pick-Up	Preferred Delivery Time
DEAN	FENCE	Fence	650	FEET	8' (Tall) Chainlink Fence - 1 @ 4' Swing Gate - 2 @ 8' Swing Gate - 1 @ 8' Swing Gate	In Dirt	Business Develop. Area	06/23/15	08/18/15	No Preference
TERESA D.	FENCE	Fence	105	FEET	8' (Tall) Chainlink Fence	In Dirt	Livestock Horse Arena	06/23/15	08/19/15	No Preference
BETTY	FENCE	Fence	100	FEET	8' (Tall) Chainlink Fence - Including 1 @ 4' Swing Gate	In Asphalt	Explorium - Tent	06/25/15	08/20/15	No Preference
JANIS	FENCE	Fence	45-TBD	FEET	8' (Tall) Chainlink Fence	In Asphalt	Safety & Security - Office Area	06/30/15	08/20/15	No Preference
JACK Q.	FENCE	Fence	336	FEET	320' Chainlink Fence Panels - 10' tall - 2 @ 8' swing gate - End near 73 freeway can be secured to existing fence - End near Bristol St. will need to be staked - See drawing for additional detail		Bristol Lot (Meet at OCFEC and Jack will take driver over)	06/30/15	08/21/15	No Preference
JACK Q.	FENCE	Fence	80'	FEET	80' Chainlink Fence Panels		Bristol Lot (Meet at OCFEC and Jack will take driver over)	06/30/15	08/21/15	No Preference
DAN G.	FENCE	Fence	100	FEET	8' (Tall) Chainlink Fence - Including 1 @ 4' Swing Gate	In Dirt	Yellow Gate Animal Compound	07/01/15	08/17/15	No Preference
JACK	FENCE	Fence	480	FEET	8' (Tall) Chainlink Fence Panels w/ Sandbags on Both Sides & Windscreen		Davis Fence (Stock Truck Area)	07/06/15	08/24/15	No Preference
JACK	FENCE	Fence	344	FEET	8' (Tall) Chainlink Fence Panels w/ Sandbags on Both Sides		Davis Lot (RQP)	07/06/15	08/18/15	No Preference
JACK	FENCE	Fence	482	FEET	8' (Tall) Chainlink Fence Panels w/ Sandbags on Both Sides		Davis Track Fenceline	07/08/15	08/18/15	No Preference
DEAN	FENCE	Fence	240	FEET	8' (Tall) Chainlink Fence-including 1 @ 5' Swing Gate	In Grass	Administration East Fenceline	07/09/15	08/19/15	on grounds 7am
DEAN	FENCE	Fence	610	FEET	8' (Tall) Chainlink Fence - Including 1 @ 6' Slide Gate	In Asphalt & Grass	Campground South Market Place Village Fenceline	07/09/15	08/18/15	on grounds 7am
DEAN	FENCE	Fence	70	FEET	8'(Tall) Chainlink Fence	In Asphalt	Carnival Sales - Pit Area	07/09/15	08/19/15	No Preference
DEAN	FENCE	Fence	280	FEET	8' (Tall) Chainlink Fence - Including 1 @ 8' Slide Gate & 1 @ 16' Slide Gate	In Asphalt	Lot G - Animal Compound	07/09/15	08/17/15	on grounds 7am
DEAN	FENCE	Fence	100	FEET	8' (Tall) Chainlink Fence	In Grass	Yellow Gate Stroller Area Fence	07/09/15	08/19/15	on grounds 7am
JOAN	FENCE	Fence	20	FEET	Chain Line Fence		Crafter's Village	07/10/15	08/18/15	Afternoon 1-3:30
DEAN	FENCE	Fence	96	FEET	10' (Tall) Chainlink Fence - 12 @ 6x10' Panels, 1 @ 12' Swing Gate, 1 @ 8' Swing Gate	Ice Museum/Rink Generators	Park Plaza	07/11/15	08/19/15	No Preference
DEAN	FENCE	Fence	920	FEET	8' (Tall) Chainlink Fence - Including 3 @ 12' Slide Gates, 2 @ 8' Slide Gate, 1 @ 6' Slide Gates, 4 @ 8x8' Panels, 1 @ 6x8' panel	In Asphalt	Fair Square	07/13/15	08/18/15	on grounds 7am
DEAN	FENCE	Fence	32	FEET	8' (Tall) Chainlink Fence - Including 1 @ 12' Sliding Gate, 1 @ 4' x 8' Fence Panel	In Asphalt	Maintenance Gate	07/13/15	08/17/15	on grounds 7am
DAN G.	FENCE	Fence	120	FEET	8' (Tall) Chainlink Fence - Including 2 @ 8' Swing Gate	In Asphalt	Action Sports Arena - Back Staga	07/13/15	08/17/15	No Preference
LINDA	FENCE	Fence	87	FEET	8' (Tall) Chainlink Fence - Including 1 @ 12' Swing Gate	In Asphalt	Pacific Amphitheatre - Storage Area	07/13/15	08/18/15	AM
JANIS	FENCE	Fence	91	FEET	8' (Tall) Chainlink Fence - Including 1 @ 8' Slide Gate, 2 @ 4' Swing Gate, 1 @ 4x8' Panel	In Asphalt	Sheriffs Command Post	07/14/15	08/19/15	No Preference
DEAN	FENCE	Fence	755	FEET	8' (Tall) Chainlink Fence - Including 1 @ 4' Swing Gate 1 @ 8' Slider Gate	In Dirt & Grass	Festival Campground - RCS	07/15/15	08/17/15	on grounds 7am
DEAN	FENCE	Fence	95	FEET	8' (Tall) Chainlink Fence - Including: - 1 @ 4' Panel (4' between restrooms) - add 8 movable panels with legs and sand bags	In Asphalt & Dirt	Gate 4 1/2	07/15/15	08/17/15	on grounds 7am
DEAN	FENCE	Fence	225	FEET	8' (Tall) Chainlink Fence - Including 1 @ 16' Slide Gate, 1 @ 12' Slide Gate Add 2 @ 12' Swing Gates	In Asphalt	Lot G - RCS Camping	07/15/15	08/18/15	on grounds 7am
DEAN	FENCE	Fence	930	FEET	8' (Tall) Chainlink Fence - Including 1 @ 4' Swing, 1 @ 8' Slide, 1 @ 12' Slide Gate, 2 @ 12' Slide Gate	In Asphalt	Carnival Lot South Fenceline	07/16/15	08/17/15	Evening 3:30-5:30



EXHIBIT A – SCOPE OF WORK (CONT.)

2. The time of installation and removal is critical. Each installation/removal must be completed on the date and/or time specified in the bid, unless otherwise agreed upon by the District.
3. The District reserves the right to modify the rental period and/or increase or decrease the order quantities. Contractor shall only charge the District for actual services rendered and items delivered.
4. To charge for fencing and fence material based upon the rates detailed in Contractors quote dated June 11, 2015. Prices include delivery, pick-up, installation, removal, and all taxes. Contractor's fencing and fence material rental rates are as follows:

Item	Unit	Cost
Chain Link	Foot	\$ 1.35
Gate - 8x6 Slide	EA	\$ 175.00
Gate - 8x8 Slide	EA	\$ 175.00
Gate - 8x12 Slide	EA	\$ 175.00
Gate - 8x16 Slide	EA	\$ 220.00
Gate - 8x4 Swing	EA	\$ 35.00
Gate - 8x5 Swing	EA	\$ 35.00
Gate - 8x12 Swing	EA	\$ 50.00
Gate - 8x24 Swing	EA	\$ 100.00
Panel - 8x4	EA	\$ 15.00
Panel - 8x6	EA	\$ 17.00
Panel - 8x8	EA	\$ 17.00
Panel - 8x10	EA	\$ 17.00
Panel - 6x12	EA	\$ 17.00
Sand Bags	EA	\$ 3.00
Core Drill	EA/Foot	\$ 0.25
Hole Patch	EA/Foot	\$ 1.00

5. Fencing and fence materials are to be in new or nearly new condition. No rusted, soiled, bent, torn or broken pieces/materials are to be utilized in the fulfillment of this installation.
6. All fencing must have a smooth top (knuckle/smooth or flat finish).
7. Chain link fence polls must be plumb and in a straight line.
8. Chain link fencing is to be strung tight.
9. Contractor to use existing holes when feasible for installation. At District's request, all holes in asphalt related to fence installation will be patched upon removal. District reserves the right to conduct its own hole patching.
10. Contractor shall not charge the District for ordinary use and wear of rental unit
11. 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 fencing and fence material.
2. After hours and/or weekend trips may be incur an additional cost. Cost shall be mutually agreed upon by District and Contractor.
3. District is responsible for cost of replacement and/or repairs to rental materials that are due to fire, theft, accidental damage, vandalism or riot while rental unit is in sole possession of the District. Contractor shall not charge the District for ordinary use and wear.
4. To pay Contractor a total sum not to exceed NINETEEN THOUSAND DOLLARS (\$19,000.00) upon completion of services herein required and receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

Invoice shall be itemized and contain the District's Purchase Order (PO) number 45598. 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.
- 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-255-15FT	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
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JG
RKS A W F

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. UNITED SITE SERVICES OF CALIFORNIA, INC.
---	--

2. The agreement term is from 07/01/15 through 08/21/15

3. The maximum amount payable is \$ 8,500.00 pursuant to the following charges:
Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 8,500.00 (Attach list if applicable.)

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

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

- Exhibit A – Scope of Work – **Portable Toilet and Sink Rentals for 2015 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)
- Exhibit F – United Site Services Quotation

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 (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) UNITED SITE SERVICES OF CALIFORNIA, INC.	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Gaetano D'Anna, General Council & Secretary	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 523 W. Crowther Avenue, Placentia, CA 92870 (800) 638-1233	

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 *[Signature]* DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide portable toilet and sink rentals to the 32nd District Agricultural Association, OC Fair & Event Center (“District”), from July 1, 2015 – August 1, 2015 for the 2015 OC Fair.
2. To provide portable toilet and sink rentals as specified in this Agreement and according to the specifications provided in Contractor’s quote dated June 11, 2015 included as *Exhibit F – United Site Serves Quotation*.

Super	Item Type	Quantity	Unit of Measur	Item Description	Additional Notes	Location	Delivery	Pick-Up	Account
TERESA M.	Handwash Station	1	EACH	Three Compartment Hot/Cold Sink w/ Sewer Drainage Connection	Copy in Master OPS list	Parade of Products	07/01/15	08/19/15	5220-64
JACK	Toilet	1	EACH	Portable Toilet	Service Daily	Davis School Lot	07/06/15	08/17/15	5220-51
JACK	Handwash Station	1	EACH	Two Compartment Hand Wash Station	Service Wednesday - Sunday up to 10 Services	Parking Department Compound	07/08/15	08/17/15	5220-51
JACK	Toilet	2	EACH	Portable Toilet	Service Daily	Parking Department Compound	07/08/15	08/19/15	5220-51
JACK	Toilet	2	EACH	Portable Toilet	Service Daily	Orange Coast College - Adams Lot	07/13/15	08/17/15	5220-51
JANIS	Handwash Station	1	EACH	Portable Hand Washing Station	Service Daily	Sheriffs Command Post	07/13/15	08/18/15	5220-52
JANIS	Toilet	2	EACH	ADA Portable Toilet	Service Daily	Sheriffs Command Post	07/13/15	08/18/15	5220-52
JACK	Toilet	1	EACH	Portable Toilet	Service Daily	Gate 3 - CMPD	07/15/15	08/19/15	5220-51
JACK	Handwash Station	1	EACH	Two Compartment Hand Wash Station	Service Wednesday - Sunday up to 10 Services	Orange Coast College - Lot E	07/15/15	08/17/15	5220-51
JACK	Toilet	2	EACH	Portable Toilet	Service Daily	Orange Coast College - Lot E	07/15/15	08/17/15	5220-51
JACK	Toilet	2	EACH	Portable Toilets on Trailer	drop off at Gate 4 at the Fair 8/16/15(Service July 20, 27, August 3, 10 at Gate 4) Service Sat & Sun at Experian	Experian Lot	07/18/15	08/17/15	5220-51
LOVE	Portable Toilet	1	EACH	ADA Portable Toilet	DELIVER TO BLUE GATE PARKING LOT SIDE IN FRONT OF TEL PHIL TOILETS. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. - 3 P.M.	Blue Gate	07/16/15	07/17/15	5220-50
LOVE	Portable Toilet	2	EACH	Portable Toilet	DELIVER TO BLUE GATE PARKING LOT SIDE IN FRONT OF TEL PHIL TOILETS. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. - 3 P.M.	Blue Gate	07/16/15	07/17/15	5220-50
LOVE	Portable Toilet	1	EACH	ADA Portable Toilet	DELIVER TO PAC AMP NORTH SIDE OF BOX OFFICE ON GRASS BY OVATIONS STORE ROOM. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. - 3 P.M.	PACIFIC AMPHITHEATRE	07/16/15	07/17/15	5220-50
LOVE	Portable Toilet	2	EACH	Portable Toilet	DELIVER TO PAC AMP NORTH SIDE OF BOX OFFICE ON GRASS BY OVATIONS STORE ROOM. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. - 3 P.M.	PACIFIC AMPHITHEATRE	07/16/15	07/17/15	5220-50
LOVE	Portable Toilet	1	EACH	ADA Portable Toilet	DELIVER TO YELLOW GATE AREA IN PARKING LOT BEHIND CLASSIC COMPOUND. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. AND 3 P.M.	YELLOW GATE	07/16/15	07/17/15	5220-50
LOVE	Portable Toilet	2	EACH	Portable Toilet	DELIVER TO YELLOW GATE AREA IN PARKING LOT BEHIND CLASSIC COMPOUND. MUST BE PICKED UP ON 7/17/2015 BETWEEN 2 P.M. AND 3 P.M.	YELLOW GATE	07/16/15	07/17/15	5220-50
DOUG	Portable	1	EACH	ADA Portable Toilet	Service Daily	Cow Camp - OCC	06/05/15	08/09/15	5220-88
DOUG	Portable	3	EACH	Portable Toilet	Service Daily	Cow Camp - OCC	06/05/15	08/09/15	5220-88
DOUG	Handwash	1	EACH	Hand Washing Sink	Service Daily	Cow Camp - OCC	06/05/15	08/09/15	5220-88

3. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
4. Invoices shall be submitted at the rental period and the District shall submit payment within thirty (30) days of completion of services herein required and upon receipt of proper invoice.
5. All pumping services are to be conducted daily unless otherwise noted in Exhibit F. The pumping service must be completed and the truck off grounds by 9:00 a.m.
6. 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 amount not to exceed EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00) based upon the unit price of each item as shown in the Contractor's Price Quotation dated June 11, 2015.
- B. Payment will be Net 30 upon satisfactory completion of services herein required and upon receipt of proper monthly invoices.

-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.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45360. 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.
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).



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. **Cancellation Notice:**
Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. **Certificate Holder:**
 - a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
 - 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 – UNITED SITE SERVICES QUOTATION

United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92870



Salesperson Contact
 Dian M. Nipper
 Mobile: 626-255-8790
 Office: 800-638-1233 x72006
 Fax: 909-888-9158
 dian.nipper@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-101010 Quote Date: 08/11/15 Quote Expires: 07/11/15

Sell To: ORANGE COUNTY FAIR & EVENT CTR
 32nd Dist Agricultural Assoc.
 KAREN RICHMOND
 88 Fair Dr
 Costa Mesa, CA 92626

Ship To: 2015 ORANGE COUNTYFAIR
 ORANGE COUNTY FAIRGROUNDS
 88 Fair Dr
 COSTA MESA, CA 92626

Cust. #: USS-50420
Phone: 714-708-1557
Fax: 714-708-1876

Attn: KAREN RICHMOND
Phone: 714-708-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
*Deluxe Restroom Davis School	EA	1	07/06/15	08/17/15	10.00	10.00	one time
*29 Weekday Services Davis School	EA	29	07/06/15	08/17/15	12.00	348.00	one time
*12 Wkend/holiday Services Davis Sch	EA	12	07/06/15	08/17/15	14.00	168.00	one time
Delivery, Removal	EA	1	07/06/15	07/06/15	10.00	10.00	one time
Environment/Energy/Compliance						21.44	one time
DELIVER THURSDAY 7/6/15							
*Deluxe Restroom Davis School Subtotal:						557.44	
*Trailer Kit Single Experian Lot	EA	2	07/16/15	08/17/15	40.00	80.00	one time
*Service 2 Trailer units 4 Monday	EA	8	07/16/15	08/17/15	14.00	112.00	one time
*Service 2 Trailers 10 Weekend days	EA	20	07/16/15	08/17/15	16.00	320.00	one time
Delivery, Pickup	EA	2	07/16/15	08/17/15	20.00	40.00	one time
Environment/Energy/Compliance						22.08	one time
DELIVER FRI 7/16/15 TO EXPERIAN							
PICKUP @17/15 FROM GATE 4							
*Trailer Kit Single Experian Lot Subtotal:						574.08	
*Deluxe Restroom Gate 3 CMPD	EA	1	07/15/15	08/19/15	10.00	10.00	one time
*24 Weekday Services Gate 3 CMPD	EA	24	07/15/15	08/19/15	12.00	288.00	one time
*10 Weekend Services Gate 3 CMPD	EA	10	07/15/15	08/19/15	14.00	140.00	one time
Delivery, Removal	EA	1	07/15/15	08/19/15	10.00	10.00	one time
Environment/Energy/Compliance						17.92	one time
*Deluxe Restroom Gate 3 CMPD Subtotal:						465.92	
*Deluxe RR Adams Lot Orange Coast Colleg	EA	2	07/13/15	08/17/15	10.00	20.00	one time
*24 Weekday Services 2 units Adams L	EA	48	07/13/15	08/17/15	12.00	576.00	one time
*10 Weekend Services 2 units Adams	EA	20	07/13/15	08/17/15	14.00	280.00	one time
Delivery, Setup, Removal	EA	2	07/13/15	08/17/15	10.00	20.00	one time
Environment/Energy/Compliance						35.84	one time
*Deluxe RR Adams Lot Orange Coast Colleg Subtotal:						931.84	



United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92870



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 Dian M. Nipper
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 Fax: 909-888-9158
 dian.nipper@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-101010

Quote Date: 06/11/15

Quote Expires: 07/11/15

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Cust. #: USS-50420
Phone: 714-709-1557
Fax: 714-709-1876

Attn: KAREN RICHMOND
Phone: 714-709-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
*2 Station Sink Lot E Orange Coast College	EA	1	07/15/15	08/17/15	20.00	20.00	one time
*10 Serv Lot E Orange Coast College	EA	10	07/15/15	08/17/15	13.00	130.00	one time
Delivery, Removal	EA	1	07/15/15	08/17/15	10.00	10.00	one time
Environment/Energy/Compliance						6.40	one time
*2 Station Sink Lot E Orange Coast College Subtotal:						166.40	
Deluxe Restroom Lot E Orange Coast Colleg	EA	2	07/15/15	08/17/15	10.00	20.00	one time
*22 Weekday Serv 2 units Lot E Orang	EA	44	07/15/15	08/17/15	12.00	528.00	one time
*10 Weekend Serv 2 units Lot E Orang	EA	20	07/15/15	08/17/15	14.00	280.00	one time
Delivery, Setup, Removal	EA	2	07/15/15	08/17/15	10.00	20.00	one time
Environment/Energy/Compliance						33.92	one time
Deluxe Restroom Lot E Orange Coast College Subtotal:						881.92	
*Hot Cold Sink - Parade of Products	EA	1	07/01/15	08/19/15	50.00	50.00	one time
Hot Cold Sink Setup	EA	1	07/01/15	08/19/15	300.00	300.00	one time
Delivery, Removal	EA	1	07/01/15	08/19/15	20.00	20.00	one time
Environment/Energy/Compliance						14.00	one time
NO HOLDING TANK							
WILL BE HOOKED TO SEWER							
*Hot Cold Sink - Parade of Products Subtotal:						384.00	
HOOK TO SEWER IF REQUESTED	EA	1	07/01/15	08/19/15	0.00	0.00	one time
Environment/Energy/Compliance						0.00	one time
\$100.00 IF REQUESTED							
HOOK TO SEWER IF REQUESTED Subtotal:						0.00	
*PIPE FOR SEWER CONECTION IF REQUES	EA	1	07/01/15	08/19/15	50.00	50.00	one time
Environment/Energy/Compliance						2.00	one time
\$50.00 IF REQUESTED							
*PIPE FOR SEWER CONECTION IF REQUESTED Subtotal:						52.00	



United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92870



Salesperson Contact

Dian M. Nipper
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Cust. #: USS-50420
Phone: 714-708-1557
Fax: 714-708-1876

Attn: KAREN RICHMOND
Phone: 714-708-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
*2 Station Sink Parking Compound	EA	1	07/06/15	08/17/15	20.00	20.00	one time
*10 Weekend Sink Serv Parking Compo	EA	10	07/06/15	08/17/15	14.00	140.00	one time
Delivery, Removal	EA	1	07/06/15	08/17/15	10.00	10.00	one time
Environment/Energy/Compliance						6.60	one time
*2 Station Sink Parking Compound Subtotal:						176.60	
*Deluxe Restroom Parking compound	EA	2	07/06/15	08/18/15	10.00	20.00	one time
*29 Weekday Servi 2 units PARKING c	EA	58	07/06/15	08/18/15	12.00	696.00	one time
*12 Wkend/holida Serv 2 units PARKIN	EA	24	07/06/15	08/18/15	14.00	336.00	one time
Delivery, Removal	EA	2	07/06/15	08/18/15	10.00	20.00	one time
Environment/Energy/Compliance						42.68	one time
*Deluxe Restroom Parking compound Subtotal:						1,114.68	
*2 Station Sink SHERRIF COMMAND POST	EA	1	07/13/15	08/18/15	20.00	20.00	one time
*25 Weekday Serv Sheriff's Command	EA	25	07/13/15	08/18/15	12.00	300.00	one time
*10 Weekend Sink Serv Lot E OOC	EA	10	07/13/15	08/18/15	15.00	150.00	one time
Delivery, Removal	EA	1	07/13/15	08/18/15	10.00	10.00	one time
Environment/Energy/Compliance						18.20	one time
*2 Station Sink SHERRIF COMMAND POST Subtotal:						499.20	
ADA Wheelchair SHERRIF COMMAND POST	EA	2	07/13/15	08/18/15	65.00	130.00	one time
*25 Weekday Serv 2 units Sheriff's Co	EA	50	07/13/15	08/18/15	13.00	650.00	one time
*10 Weekend Serv 2 units Lot E OOC	EA	20	07/13/15	08/18/15	15.00	300.00	one time
Delivery, Setup, Removal	EA	2	07/13/15	08/18/15	10.00	20.00	one time
Environment/Energy/Compliance						44.00	one time
ADA Wheelchair SHERRIF COMMAND POST Subtotal:						1,144.00	
ADA Wheelchair BLUE GATE	EA	1	07/16/15	07/17/15	15.00	15.00	one time
ADA Wheelchair Acces Setup,	EA	1	07/16/15	07/17/15	60.00	60.00	one time
Delivery, Removal	EA	1	07/16/15	07/17/15	10.00	10.00	one time
Environment/Energy/Compliance						3.40	one time



United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92670



Salesperson Contact
 Dian M. Nipper
 Mobile: 626-255-879
 Office: 909-638-1233 x7200
 Fax: 909-688-915
 dian.nipper@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-101010

Quote Date: 06/11/15

Quote Expires: 07/11/15

Sell To: ORANGE COUNTY FAIR & EVENT CTR
 32nd Dist Agricultural Assoc.
 KAREN RICHMOND
 88 Fair Dr
 Costa Mesa, CA 92626

Ship To: 2015 ORANGE COUNTY FAIR
 ORANGE COUNTY FAIRGROUNDS
 88 Fair Dr
 COSTA MESA, CA 92626

Cust. #: USS-50420
Phone: 714-708-1557
Fax: 714-708-1876

Attn: KAREN RICHMOND
Phone: 714-708-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
DELIVER THURSDAY 7/16/15 ***AM EXACT TIME TBD**** PICKUP FRIDAY 7/17/15 ***MUST BE BTWN 2 PM - 3 PM ****						
ADA Wheelchair BLUE GATE Subtotal:						88.40
Deluxe Restroom BLUE GATE	EA	2	07/16/15	07/17/15	10.00	20.00 one time
Deluxe Restroom Setup,	EA	2	07/16/15	07/17/15	20.00	40.00 one time
Delivery, Removal	EA	2	07/16/15	07/17/15	10.00	20.00 one time
Environment/Energy/Compliance						3.20 one time
Deluxe Restroom BLUE GATE Subtotal:						83.20
ADA Wheelchair PACIFIC AMPHITHEATER	EA	1	07/16/15	07/17/15	15.00	15.00 one time
ADA Wheelchair Acces Setup,	EA	1	07/16/15	07/17/15	60.00	60.00 one time
Delivery, Removal	EA	1	07/16/15	07/17/15	10.00	10.00 one time
Environment/Energy/Compliance						3.40 one time
DELIVER THURSDAY 7/16/15 ***AM EXACT TIME TBD**** PICKUP FRIDAY 7/17/15 ***MUST BE BTWN 2 PM - 3 PM **** PACIFIC AMPHITHEATER NORTH SIDE OF BOX OFFICE ON GRASS BY OVATIONS STORE						
ADA Wheelchair PACIFIC AMPHITHEATER Subtotal:						88.40
Deluxe Restroom PACIFIC AMPHITHEATER	EA	2	07/16/15	07/17/15	10.00	20.00 one time
Deluxe Restroom Setup,	EA	2	07/16/15	07/17/15	20.00	40.00 one time
Delivery, Removal	EA	2	07/16/15	07/17/15	10.00	20.00 one time
Environment/Energy/Compliance						3.20 one time
Deluxe Restroom PACIFIC AMPHITHEATER Subtotal:						83.20
ADA Wheelchair Accessible YELLOW GATE	EA	1	07/16/15	07/17/15	15.00	15.00 one time



United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92670



Salesperson Contact
 Dian M. Nipper
 Mobile: 626-255-8790
 Office: 800 638-1233 x72006
 Fax: 909-828-9158
 dian.nipper@unitedsiteservices.com

Site Service Quotation

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 32nd Dist Agricultural Assoc.
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 Costa Mesa, CA 92626

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 ORANGE COUNTY FAIRGROUNDS
 88 Fair Dr
 COSTA MESA, CA 92626

Cust. #: USS-50420
Phone: 714-708-1557
Fax: 714-708-1876

Attn: KAREN RICHMOND
Phone: 714-708-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Access Setup,	EA	1	07/16/15	07/17/15	60.00	60.00	one time
Delivery, Removal	EA	1	07/16/15	07/17/15	10.00	10.00	one time
Environment/Energy/Compliance						3.40	one time
DELIVER THURSDAY 7/16/15							
AM EXACT TIME TBD*							
PICKUP FRIDAY 7/17/15							
MUST BE BTWN 2 PM - 3 PM *							
YELLOW GATE AREA IN PARKING LOT							
BEHIND CLASSIC COMPOUND.							
ADA Wheelchair Accessible YELLOW GATE Subtotal:						88.40	
Deluxe Restroom YELLOW GATE	EA	2	07/16/15	07/17/15	10.00	20.00	one time
Deluxe Restroom Setup,	EA	2	07/16/15	07/17/15	20.00	40.00	one time
Delivery, Removal	EA	2	07/16/15	07/17/15	10.00	20.00	one time
Environment/Energy/Compliance						3.20	one time
Deluxe Restroom YELLOW GATE Subtotal:						83.20	
Deluxe Restroom COW CAMP OCC	EA	3	08/05/15	08/09/15	10.00	30.00	one time
Deluxe Restroom Setup,	EA	3	08/05/15	08/09/15	20.00	60.00	one time
3 SERVICES X 3 UNITS	EA	9	08/05/15	08/09/15	14.00	126.00	one time
Delivery, Removal	EA	3	08/05/15	08/09/15	10.00	30.00	one time
Environment/Energy/Compliance						9.84	one time
Deluxe Restroom COW CAMP OCC Subtotal:						255.84	
ADA Accessible COW CAMP OCC	EA	1	08/05/15	08/09/15	15.00	15.00	one time
ADA Wheelchair Accessible Setup,	EA	1	08/05/15	08/09/15	60.00	60.00	one time
3 SERVICES	EA	3	08/05/15	08/09/15	14.00	42.00	one time
Delivery, Removal	EA	1	08/05/15	08/09/15	10.00	10.00	one time
Environment/Energy/Compliance						5.00	one time
ADA Accessible COW CAMP OCC Subtotal:						132.08	



United Site Services of California, Inc.
 523 W Crowther Avenue
 Placentia, CA 92870



Salesperson Cont
 Dian M. Nip
 Mobile: 626-255-81
 Office: 800-638-1233 x721
 Fax: 909-888-91
 dian.nippen@unitedsiteservices.com

Site Service Quotation

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Ship To: 2015 ORANGE COUNTY FAIR
 ORANGE COUNTY FAIRGROUNDS
 88 Fair Dr
 COSTA MESA, CA 92626

Cust. #: USS-50420
Phone: 714-708-1557
Fax: 714-708-1876

Attn: KAREN RICHMOND
Phone: 714-708-1557
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
2 Station Sink COW CAMP OCC	EA	1	08/05/15	08/09/15	10.00	10.00	one time
2 Station Sink Setup,	EA	1	08/05/15	08/09/15	20.00	20.00	one time
3 SERVICES	EA	3	08/05/15	08/09/15	14.00	42.00	one time
Delivery, Removal	EA	1	08/05/15	08/09/15	10.00	10.00	one time
Environment/Energy/Compliance						3.28	one time
2 Station Sink COW CAMP OCC Subtotal:						85.28	
SUNDAY PICKUP COW CAMP OCC	EA	1	08/09/15	08/09/15	200.00	200.00	one time
Environment/Energy/Compliance						8.00	one time
SUNDAY PICKUP COW CAMP OCC Subtotal:						208.00	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 63267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal: 8,145.28
Tax: 75.20
Total: 8,220.48

-End Exhibit F-

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-257-15FT

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

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

SUBMIT INVOICE IN TRIPLICATE TO:

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.

UNITED RENTALS (NORTH AMERICA), INC.

2. The agreement term is from 07/03/15 through 08/31/153. The maximum amount payable is \$ 9,250.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 9,250.00 (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.) ONE TIME PAYMENT (Lump sum) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER _____

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

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Light Towers for the 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* 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		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32 ND DISTRICT AGRICULTURAL ASSOCIATION		UNITED RENTALS (NORTH AMERICA), INC.			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Kathy Kramer, CFE, CMP, Chief Executive Officer		James Ashmore, Area General Manager – Orange County			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		16300 Gothard Street, Huntington Beach, CA 92647 (714) 842-7765			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	Distribution				
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 (CONT.)

CONTRACTOR AGREES:

- A. To provide twenty-three (23) rental light towers to the 32nd District Agricultural Association dba OC Fair & Event Center (“District”), for the 2015 OC Fair.
- B. The anticipated delivery schedule and electronic reader board specifications are provided herein in the table below.

Super	Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delivery	Pick-Up	Account
JACK	20	EACH	Light Tower		Parking	07/03/15	08/20/15	5220-51
DAN G	1	EACH	Light Tower	Used for Rodeo and Derby	Action Sports Arena	08/03/15	08/17/15	5220-70
DOUG	2	EACH	Light Tower	Used for Cattle Drive	Cow Camp - OCC	08/05/15	08/09/15	5220-88

- C. Price is inclusive of all delivery/pick-up, sales tax, fuel, rental and service fees and is detailed in “Exhibit F – United Rentals Quotation”.
- D. Unless otherwise agreed to by the District, all deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in table in Paragraph B above. The delivery and pick-up dates are critical. 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.
- E. To provide service to light tower as needed throughout the Agreement term.
- F. The District shall not be responsible for paying for damage(s) to equipment 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.
- G. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To cover the cost of parts and labor for equipment repairs resulting from damage caused directly by the District. The District will not be responsible for paying for damage(s) to equipment, except if caused directly by the District. The District will not pay “Service Fees” for any repair service calls.
- B. To pay Contractor a total amount not to exceed NINE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$9,250.00) based upon the unit price of each item as shown in the Contractor’s Price Quotation dated June 16, 2015.

-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.

All invoices are to be itemized and include the District's Purchase Order (PO) number 45685. 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-



EXHIBIT F - UNITED RENTALS QUOTATION

2015-06-16 10:30

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P 5/11

United Rentals



RENTAL QUOTE

BRANCH 531
 18300 COYARD ST
 HUNTINGTON BEACH CA 92647-47
 714-843-7765
 714-843-1028 FAX

129182831

Job Site

PARKING
 88 FAIR DR
 COSTA MESA CA 92626-6521

Office: 714-751-3247 Cell: 714-751-3247

Customer # : 649026
 Quote Date : 06/16/15
 Estimated Out : 07/03/15 07:00 AM
 Estimated In : 08/20/15 07:00 AM
 UR Job Loc : 88 FAIR DR, COSTA ME
 UR Job # : 16
 Customer Job ID: 16
 P.O. # : TBD
 Ordered By : CHERYL WILLIAMS
 Written By : JAMES ASHMORE
 Salesperson : EUNJI YOO

ORANGE COUNTY FAIR & EXPOSITIO
 88 FAIR DR
 COSTA MESA CA 92626-6521

This is not an invoice
 Please do not pay from this document

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
20	3204000	LIGHT TOWER TOWABLE SMALL Rental Rates Based On 8 Hours Use Per Day Overtime Charges Are As Follows: 8.5hrs - 16hrs Per Day Rate X 1.5 Charge 16.5hrs - 24hrs Per Day Rate X 2 Fuel charge of \$5 per gallon will be applied to any units not return full		62.50	154.00	190.00	7,600.00
							Rental Subtotal: 7,600.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	75.000		EACH		75.00
1	DELIVERY CHARGE		70.000		EACH		70.00
1	PICKUP CHARGE		70.000		EACH		70.00
							Sales/Misc Subtotal: 215.00
							Agreement Subtotal: 7,815.00
							Tax: 619.60
							Estimated Total: 8,434.60
COMMENTS/NOTES:							
Onsite contact Jack							
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT							

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT, THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



EXHIBIT F - UNITED RENTALS QUOTATION (CONT.)

2015-06-16 10:30

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P 6/11

United Rentals



RENTAL QUOTE

129183104

Job Site

ACTION SPORTS ARENA
 88 FAIR DR
 COSTA MESA CA 92626-6521

Office: 714-751-3247 Cell: 714-751-3247

ORANGE COUNTY FAIR & EXPOSITIO
 88 FAIR DR
 COSTA MESA CA 92626-6521

Customer # : 649026
 Quote Date : 06/16/15
 Estimated Out : 08/03/15 07:00 AM
 Estimated In : 08/17/15 07:00 AM
 UR Job Loc : 88 FAIR DR, COSTA ME
 UR Job # : 4
 Customer Job ID: 1
 P.O. # : TBD
 Ordered By : CHERYL MILLER
 Written By : JAMES ASHMORE
 Salesperson : EUNJI YOO

This is not an invoice
 Please do not pay from this document

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Estimated Amt
Qty	Equipment	Description				
1	3204000	LIGHT TOWER TOWABLE SMALL Rental Rates Based On 8 Hours Use Per Day Overtime Charge as follows: 8.5hrs - 16hrs Per Day Rate X 1.5 Charge 16.5hrs - 24hrs Per Day Rate X 2 Fuel charge of \$5 per gallon will be applied to any units not return full	62.50	154.00	190.00	190.00
Rental Subtotal:						190.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure			Extended Amt.
Qty	Item					
1	ENVIRONMENTAL CHARGE	[ENV/MCI] 2.470	EACH			2.47
3	DELIVERY CHARGE	35.000	EACH			35.00
1	PICKUP CHARGE	35.000	EACH			35.00
Sales/Misc Subtotal:						72.47
Agreement Subtotal:						262.47
Tax:						18.20
Estimated Total:						280.67

COMMENTS/NOTES:

Onsite Contact Dan G
 TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
 IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



EXHIBIT F - UNITED RENTALS QUOTATION (CONT.)

2015-06-16 10:31

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P 7/11

United Rentals



RENTAL QUOTE

129183331

Job Site

COW CAMP - OCC
 88 FAIR DR
 COSTA MESA CA 92626-6521
 Office: 714-751-3247 Cell: 714-708-1557

Customer # : 649026
 Quote Date : 06/16/15
 Estimated Out : 08/05/15 07:00 AM
 Estimated In : 08/09/15 07:00 AM
 UR Job Loc : 88 FAIR DR, COSTA ME
 UR Job # : 22
 Customer Job ID:
 P.O. # : TUD
 Ordered By : CHERYL MILLER
 Written By : JAMES ABHMORE
 Salesperson :

ORANGE COUNTY FAIR & EXPOSITIO
 88 FAIR DR
 COSTA MESA CA 92626-6521

This is not an invoice
 Please do not pay from this document

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Estimated Amt.
Qty	Equipment Description					
2	3204000 LIGHT TOWER TOWABLE SMALL Rental Rates Based On 8 Hours Use Per Day Overtime Charges Are As Follows: 8.5hrs - 16hrs Per Day Rate X 1.5 Charge 16.5hrs - 24hrs Per Day Rate X 2 Fuel charge of \$5 per gallon will be applied to any units not return full	62.50		154.00	190.00	308.00
Rental Subtotal:						308.00
SALES/MISCELLANEOUS ITEMS:		Price		Unit of Measure		Extended Amt.
Qty	Item					
1	ENVIRONMENTAL CHARGE	(ENV/MCI) 4.000		EACH		4.00
1	DELIVERY CHARGE	35.000		EACH		35.00
1	PICKUP CHARGE	35.000		EACH		35.00
Sales/Misc Subtotal:						74.00
Agreement Subtotal:						382.00
TAX:						27.76
Estimated Total:						409.76

COMMENTS/NOTES:

Onsite contact Doug
 TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
 WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
 IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

STATE OF CALIFORNIA
SHORT FORM CONTRACT
 (For agreements up to \$9,999.99)
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-261-15SP	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. LIVE NATION ENTERTAINMENT, INC.
---	--

2. The agreement term is from 06/18/15 through 08/16/15

3. The maximum amount payable is \$1,800.00 (CASH) pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$1,800.00 (CASH)

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.) LIVE NATION ENTERTAINMENT, INC.			
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED	BY (Authorized Signature) <i>[Signature]</i>		DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		PRINTED NAME AND TITLE OF PERSON SIGNING Brad Locker, VP of Marketing			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1800 N. Highland Ave, 2nd Floor Hollywood, CA 90028 (323) 769-4617			
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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. For the Cirque du Soleil America, Inc. Kurios graphics to be included on the OC Fair parking ticket backs for the 2015 OC Fair from June 17, 2015 – August 16, 2015.
2. To provide payment in the sum of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800) 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 provide high-resolution Sponsor logo for inclusion in ticket backs as outlined herein.

DISTRICT AGREES:

1. For the Cirque du Soleil America, Inc. Kurios graphics to be included on the OC Fair parking ticket backs for the 2015 OC Fair from June 17, 2015 – August 16, 2015.
2. To print 330,000 parking ticket backs:
 - a. Individual parking ticket size: 2" x 2.75"

- 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 (IF ONSITE)

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 (IF ONSITE) (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 (IF ONSITE) (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)

Fuller *Amur* *F* *DA*

CONTRACT NUMBER SA-262-15SP	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. UBER TECHNOLOGIES, INC.
---	--

2. The agreement term is from 04/24/15 through 11/30/15

3. The maximum amount payable is **\$5.00 for every rider acquired with code "OCFAIR" CPR** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other **\$5.00 for every rider acquired with code "OCFAIR" CPR**

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
- Exhibit D – Rules and Regulations Governing Rental Space

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 (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) UBER TECHNOLOGIES, INC.	BY (Authorized Signature)	DATE SIGNED
<i>[Signature]</i>	<i>[Signature]</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development	PRINTED NAME AND TITLE OF PERSON SIGNING Devon Dick, Marketing Manager	ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	ADDRESS 1455 Market Street, Suite 400, San Francisco, CA 94103 (949) 754-3400

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 <i>[Signature]</i>			DATE SIGNED



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AGREES:

1. For Uber to be a sponsor of 2015 OC Fair from April 24, 2015 – November 30, 2015.
2. To provide commission payment of \$5.00 for every rider acquired with code "OCFAIR" CPR during the term, due via direct deposit quarterly.
 - 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. If onsite 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.
6. To provide the following as a grand prize for the Uber "Enter to Win" promotion:
 - a. Transportation in an Uber Black SUV for the winner and up to five guests to and from the OC Fair on the date mutually selected by the Sponsor and District. This will be provided as a VIP round trip ride code (up to \$150 each way).
7. To coordinate logistics and execution of the "Enter to Win" promotion with District.
 - a. Promote "Enter to Win" promotion through Uber's blogs, social media, and possible email segment (quantity TBD).
8. To create a personalized CPR Code "OCFAIR" for new Uber users/rides valid for up to \$25.00 one-time credit. This code can also be linked to uber.com/go/ocfair to sign up.

DISTRICT AGREES:

1. To provide Uber with sponsorship of the 2015 OC Fair.
2. To produce Sponsor name/logo in the following signage at Brew Hee Haw Craft Beer Roundup during the 2015 OC Fair (signage to be produced/installed by the District):
 - a. Table top tents (quantity TBD)
 - b. Directional signage at Blue Gate to mark out Uber drop-off location
3. To produce sponsor name/logo in the following signage at the ticket booths during the 2015 OC Fair:
 - a. Window cling signage at each ticket window (size and quantity TBD)
4. 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 all applicable Brew Hee Haw Craft Beer Roundup advertising generated by the OC Fair (excludes advertising generated by Brew Ha Ha Productions)
 - d. The Band of Sponsors
 - e. In the @The Fair e-newsletter, summer issue (pending deadline)
 - f. On the 2015 OC Fair web site with a link to the Sponsor web site
 - g. Dedicated Advertising in HERO on the OC Fair's website homepage
 - h. OC FEC, 2015 OC, and Pacific Amphitheatre "Transportation" page
 - i. Entertainment Guide e-blast with link to sign-up as a new Uber user/rider
5. Social Media:
 - a. Four (4) dedicated social media posts across Facebook and Twitter.
 - b. Potential for one (1) dedicated Instagram post (based on image content)
6. To include two (2) :30 second commercial spots before the start of each concert at Pacific Amphitheatre to promote CPR code (video content to be approved by the District prior to production).
7. To include two (2) :30 second commercial spots before the start of each ticketed entertainment at Hangar Building to promote CPR code (video content to be approved by the District prior to production).
8. To include CPR code within a looped video schedule on the two (2) video screens at the Hangar Building of the 2015 OC Fair (pending production deadlines) (video content to be approved by the District prior to production).
9. To include CPR code within a looped video schedule on the thirteen video screens at the entrances/exits of the 2015 OC Fair (pending production deadlines) (video content to be approved by the District prior to production).



10. Enter to Win Promotion:

- a. To provide six (6) 2015 OC Fair Admission Tickets for Uber "Enter to Win" winner.
- b. Six (6) 2015 Pacific Amphitheatre concert tickets to any one select show in EMT Box (pending availability). Date to be mutually selected by Sponsor and the District.
- c. To provide eighteen 2015 OC Fair Carnival Ride Cards (three [3] rides per card) for Uber "Enter to Win" winner.
- d. To provide six (6) \$10 Ovations meal vouchers for Uber "Enter to Win" winner.
- e. To provide food vouchers from select concessionaires for Uber "Enter to Win" winner (quantity and concessionaries TBD).

11. To coordinate logistics and execution of the "Enter to Win" promotion with Sponsor

- 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 (IF ONSITE)

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 (IF ONSITE) (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 (IF ONSITE) (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-

CONTRACT NUMBER SA-265-15YR	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

2. The agreement term is from 10/23/15 through 10/25/15

3. The maximum amount payable is \$ 2,500.00 pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,500.00

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

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

- Exhibit A – Scope of Work – **Carnival/Independent Amusement Ride Safety Inspection 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 SCHULLER RIDE SAFETY, 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		PRINTED NAME AND TITLE OF PERSON SIGNING Mark A. Schuller, President			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 4354 Avenida De Las Flores, Yorba Linda, CA 92886 (714) 393-3065; mtschuller@roadrunner.com			
FUND TITLE Operating	ITEM 5100-30	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 carnival/independent amusement ride safety inspection and standby services to the 32nd District Agricultural Association dba OC Fair & Event Center ("District") from October 23, 2015 through October 25, 2016 in service of the L-Festival.
2. Inspection & Standby Service Fees are as follows:
 - a. **Friday, October 23** - Pre-Event Inspection of five (5) rides = \$1,000.00
 - b. **Saturday, October 24; 10:00 a.m. to 3:00 p.m.** - Event Inspection & Standby Services = \$750.00
 - c. **Sunday, October 25; 11:00 a.m. to 4:00 p.m.** - Event Inspection & Standby Services = \$750.00
3. Contractor shall be responsible for inspecting rides throughout all stages of the construction process on District property, including pre-assembly, assembly, final inspection and approval for operation.
4. Inspectors shall verify all safety measures for each ride are met, including, but not limited to:
 - a. Safety devices and restraint systems, drive systems, and structures as specified by ride manufacturers are in place, in proper working order and used on all rides.
 - b. Appropriate safety and instructional signage is clearly visible to patrons.
 - c. Installation of fencing, blocking, gates and barriers provide suitable protection to riders and spectators, and fencing/gates/barriers meet industry compliance standards.
5. Only those carnival rides/attractions and independent amusements approved for operation by Contractor will be authorized for activation during an event.
6. Contractor shall verify each ride has a current permit to operate issued by the California Division of Industrial Safety, under the provisions of California Labor Code Section 7906, before being placed in operation.
7. Upon inspection, Contractor shall notify the District and the ride owner/operator of any corrective action deemed necessary prior to approval for operation and keep records of such communication.
8. Contractor shall verify satisfactory repair completion in the event of ride breakdown and thoroughly re-inspect said ride before re-opening to the public. Contractor shall be solely responsible for determining if a ride is fit for re-opening.
9. Ride safety inspectors shall respond to all carnival and independent amusement safety-related accidents/incidents and generate in-depth investigation reports as determined necessary by District Management. Investigation reports shall be made available to the District as soon as practicable, but not more than twelve (12) hours following the accident/incident.
10. Should it be observed that there is a condition of operation that in the ride safety inspector's judgment creates an undue hazard to patrons, District Management, Carnival Management and the ride owner shall be made immediately aware of the situation so that corrective action can be taken.
11. 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.
12. 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 allow Contractor access to the District's property and carnival/independent amusement rides and attractions as needed.
2. To pay Contractor a total amount not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), based upon the rates as shown in Contractor's Proposal dated October 20, 2015.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-30

PAYMENT PROVISIONS:

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

All invoices shall contain the following (as applicable to services rendered):

1. Contractor's invoice number;
2. Invoice date;
3. District-issued Purchase Order (PO) Number 45901;
4. Event name;
5. Date(s) of service; and
6. Name/title of personnel performing duties on specified date(s).

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



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



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



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-

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

STD. 210 (Revised 6/2003)

R ___ A ___ F ___

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

SA-266-15CF

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 State.

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the Contractor.

HART BROS. LIVESTOCK dba HART LIVESTOCK

2. The agreement term is from 01/21/16 through 02/12/163. The maximum amount payable is \$ 2,430.00 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ 2,430.00 (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:**

- A. To provide six (6) horses in good condition and health beginning Thursday, January 21, through Friday, February 12, 2016 at the rate of \$1,710.00 (6 horses x \$285.00/each = \$1,710.00).
- B. The charge to deliver six (6) horses on Thursday, January 21, 2016 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). The charge to pick-up six (6) horses on Friday, February 12, 2016 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). Delivery and pick-up shall take place between 7:30 a.m. – 11:30 a.m. on the above specified dates and shall be coordinated with District staff.
- C. To provide all saddles, saddle pads, bridles, and halters (non-rope) for six (6) horses.

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

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>)			
32 ND DISTRICT AGRICULTURAL ASSOCIATION		HART BROS. LIVESTOCK dba HART LIVESTOCK			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
Evy Young, Centennial Farm Supervisor		Donna Hart			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		4602 Green River Drive, Corona, CA 92880 (951) 734-9400			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Operating	5100-27				
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



CONTRACTOR AGREES (CONT.):

- D. Replacement policy: Notification to Contractor that an animal(s) may need to be replaced for non-suitability to their job must be made within the first 10 days from delivery date. Shoeing is not a requirement, but no horse shall be replaced due to sore feet from trimming too short, lack of shoes or shoes left on too long.
- E. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To support the wellbeing and safety of said animals and equipment by providing the tack room, pens, feed, troughs to hold feed, water, troughs to hold water, and general security.
- B. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$2,430.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.



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-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 8/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-200-15SP

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

ORANGE COUNTY REGISTER

2. The term of this

Agreement is

04/01/15

through

08/17/15

FED ID:

3. The maximum amount of this **\$28,098.00 TRADE Amendment**Agreement after this amendment is: **(\$10,000.00 CASH, \$88,098.00 TRADE)**

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-200-15SP between the District and the Orange County Registrar is hereby amended as follows:**CONTRACTOR AGREES:****SPONSOR AGREES:**

1. To provide \$28,098 in additional trade for "One Big Discount to One Big Party" advertisements:
 - a. ½ page color ad - Sunday (Local): August 2, 2015 (\$7,812)
 - b. ½ page color ad - Sunday (Sports): August 8, 2015 (\$7,812)
 - c. ½ page color ad - Thursday (Local): August 13, 2015 (\$6,237)
 - d. ½ page color ad - Friday (Main): August 14, 2015 (\$6,237)

DISTRICT AGREES:

1. To provide the following hospitality per new trade for "One Big Discount to One Big Party" advertisements:
 - a. Four thousand (4,000) 2015 OC Fair General Admission tickets

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.)		
ORANGE COUNTY REGISTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Holli Christopher, Director of Marketing		
ADDRESS		
625 N. Grand Avenue, Santa Ana, CA 92701 (714) 796-7700		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michele Richards, Vice President, Business Development		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

 Exempt per:

Account #: N/A

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

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-055-15	Southern California Indian Center, Inc.	47th Annual Indian POW WOW	Cultural Festival	Anaheim Building, Los Alamitos Building, OC Promenade	11/20/15-11/23/15	\$29,276.50
R-058-15	International Interior Design Association Southern California Chapter	NeoConnect 2015 Trade Show	Trade Show	The Hangar	10/13/15	\$9,927.50
R-075-15	Newport Mesa Unified School District	NMUSD College and Career Night	College Night	Costa Mesa Building	10/21/15	\$11,977.75
R-144-15	GP Sandy	Hyundai Ride & Drive	Dealership Training	Huntington Beach, 1/2 Lot I, LFestival Field Asphalt	10/04/15-10/08/15	\$41,176.50
R-145-15	Vagabondias	Vagabondias - Trailer Rally	Trailer Rally	Campground	11/13/15-11/15/15	\$25.00 per night per RV
R-146-15	Trilogy RVers	Trilogy RVers - Trailer Rally	Trailer Rally	Campground	11/11/15-11/15/15	\$25.00 per night per RV
R-147-15	Research Design Specialists	RDS - Automotive Market Research	Car Research	The Hangar	09/28/15-10/03/15	\$23,788.00
R-148-15	Travel Bees	Travel Bees - Trailer Rally	Trailer Rally	Campground	11/20/15-11/22/15	\$25.00 per night per RV
R-149-15	Absolute Event Solutions	Big Bite Sugar Rush	Consumer Show	The Hangar	12/04/15-12/07/15	\$17,841.00
R-017-16	Train Show Inc.	Great Train Show	Train Expo	Costa Mesa Building	01/29/16-02/01/16	\$18,153.00
R-018-16	The Expo Pros	California Baby & Kidz Expo	Children's Expo	The Hangar	02/26/16-02/28/16	\$9,807.00
R-023-16	Kristen Cheever	Mason-Cheever Wedding	Wedding	Millennium Barn, Silo	05/07/16-05/08/16	\$5,328.00
FT-065-15	BrewWings LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/15-12/31/15	Varies \$35.00 - \$400.00

REVIEWED _____

DATE November 12, 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 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: from **November 20 - 23, 2015**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

47th Annual Indian POW WOW

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

\$29,276.50

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

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

Southern California Indian Center, Inc.
10175 Slater Avenue, Suite 150
Fountain Valley, CA 92708

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

By _____

By _____

Title: Paula Starr, Executive Director

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: 47th Annual Indian POW WOW
 Contact Person: Paula Starr
 Event Date: 11/21/2015 - 11/22/2015

Contract No: R-055-15
 Phone: (714) 962-6673
 Hours: Saturday: 10:00 AM - 10:00 PM
 Sunday: 10:00 AM - 5:00 PM

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

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	11/20/2015 06:00 AM - 10:00 PM	Move In	950.00
Los Alamitos Building (#14)	11/20/2015 06:00 AM - 10:00 PM	Move In	1,300.00
OC Promenade (Span)	11/20/2015 06:00 AM - 10:00 PM	Move In	950.00
Saturday			
Anaheim Building (#16)	11/21/2015 10:00 AM - 10:00 PM	Event	1,900.00
Los Alamitos Building (#14)	11/21/2015 10:00 AM - 10:00 PM	Event	2,600.00
OC Promenade (Span)	11/21/2015 10:00 AM - 10:00 PM	Event	1,900.00
Sunday			
Anaheim Building (#16)	11/22/2015 10:00 AM - 05:00 PM	Event	1,900.00
Los Alamitos Building (#14)	11/22/2015 10:00 AM - 05:00 PM	Event	2,600.00
OC Promenade (Span)	11/22/2015 10:00 AM - 05:00 PM	Event	1,900.00
Monday			
Anaheim Building (#16)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - November 23, 2015 to avoid additional charges. **Total: 16,000.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleacher (50 Seat Section)	Estimate 4	4.00 EA	125.00 EA	500.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 160	160.00 EA	8.00 EA	1,280.00
Marquee Board (7 Consecutive Days)	11/16/2015 - 11/22/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	11/21/2015 - 11/22/2015	2.00 EA	75.00 EA/DAY	300.00
RV Camping (Campground)	TBD (12 RVs in 2014)	TBD EA	40.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
			Total:	4,290.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Plumber	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
Event Day				
Grounds Attendant Lead	11/21/2015 09:00 AM - 10:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/21/2015 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Janitorial Attendant	11/21/2015 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Grounds Attendant Lead	11/22/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/22/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	11/22/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

EXHIBIT A

Event Information

Clean Up					
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00	
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00	
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00	
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50	
Event Sales & Services					
Event Coordinator	11/21/2015 09:00 AM - 10:00 PM	1.00 EA	40.00 HR	520.00	
Event Coordinator	11/22/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00	
Safety & Security					
Security Attendant - Overnight	11/20/2015 09:00 PM - 11/21/2015 06:00 AM	1.00 EA	19.50 HR	175.50	
Security Attendant	11/21/2015 09:30 AM - 11/21/2015 10:30 PM	3.00 EA	19.50 HR	760.50	
Security Attendant - Overnight	11/21/2015 09:00 PM - 11/22/2015 06:00 AM	1.00 EA	19.50 HR	175.50	
Security Attendant	11/22/2015 09:30 AM - 11/22/2015 05:30 PM	3.00 EA	19.50 HR	468.00	
Parking					
Set Up					
Parking Attendant Lead	11/20/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00	
Parking Attendant	11/20/2015 10:00 AM - 07:00 PM	3.00 EA	19.50 HR	526.50	
Outside Services					
Emergency Medical Services	11/21/2015 09:30 AM - 10:30 PM	2.00 EA	20.00 HR	520.00	
Emergency Medical Services	11/22/2015 09:30 AM - 05:30 PM	2.00 EA	20.00 HR	320.00	
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00	
				Total:	7,486.50

Summary

Facility Rental Total	\$16,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,776.50
Refundable Deposit	\$1,500.00
Grand Total:	\$29,276.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/20/2015	\$1,000.00
Second Payment	08/20/2015	\$9,425.50
Third Payment	09/21/2015	\$9,425.50
Fourth Payment	10/20/2015	\$9,425.50
Total:		\$29,276.50
Payment Total:		\$29,276.50

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.

MAIN MALL FOOD VENDORS (GROUND SURFACE PREPARATION AND PROTECTION)

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

OVATIONS

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

REVIEWED _____

APPROVED _____

DATE November 12, 2015

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 International Interior Design Association Southern California Chapter hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 13, 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:
NeoConnect 2015 Trade Show
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$9,927.50
- 5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
- 6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
- 8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
- 9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
- 10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
- 11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
- 13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
- 14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**International Interior Design Association
Southern California Chapter
1933 South Broadway, Suite 1024
Los Angeles, CA 90007**

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

By _____

By _____

Title: Lisa Van Niekerk, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: NeoConnect 2015
 Contact Person: Lisa Van Niekerk
 Event Date: 10/13/2015

Contract No: R-058-15
 Phone: (949) 482-8600
 Hours: 4:30 PM - 8:30 PM

Admission Price: Member: \$20.00 Non-Member: \$25.00 Student: \$5.00

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

Projected Attendance: 600

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	10/13/2015 04:30 PM - 08:30 PM	Event	3,200.00
-Move out must be completed by 11:59 PM on Tuesday - October 13, 2015 to avoid additional charges.			Total: 3,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet Connection	Estimate 1	1.00 EA	50.00 EA	50.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	10/13/2015	2.00 EA	75.00 EA/DAY	150.00
Public Address System (<i>Per Building</i>)	10/13/2015	1.00 EA	75.00 EA/DAY	75.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wi-Fi Open Connection	TBD	TBD EA	175.00 EA/DAY	TBD
Wireless Router	Estimate 1	1.00 EA	75.00 EVT	75.00
Total:				1,086.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Day</u>				
Grounds Attendant Lead	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	10/13/2015 03:30 PM - 08:30 PM	2.00 EA	19.50 HR	195.00
<u>Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Sales & Services</u>				
Event Coordinator	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	40.00 HR	200.00
<u>Parking</u>				
<u>Set Up</u>				
Parking Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Parking Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
<u>Safety & Security</u>				
Security Attendant	10/13/2015 04:00 PM - 09:00 PM	2.00 EA	19.50 HR	195.00
<u>Technology</u>				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Technology Attendant	TBD	TBD HR	37.50 HR	TBD
Total:				1,641.50

Summary

Facility Rental Total	\$3,200.00
Estimated Equipment, Reimbursable Personnel and Service Total	\$2,727.50
Parking Buyout (<i>Based on negotiated flat fee</i>)	\$2,500.00
Refundable Deposit	\$1,500.00

EXHIBIT A

Event Information

Grand Total: \$9,927.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	05/13/2015	\$1,500.00
Second Payment	07/13/2015	\$2,809.50
Third Payment	08/13/2015	\$2,809.00
Fourth Payment	09/14/2015	\$2,809.00

Total: \$9,927.50

Payment Total: \$9,927.50

Please Remit Payment in *Check Only*

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

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

OVATIONS

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

PAYMENT

Payment due includes estimated personnel and equipment usage based upon NeoConnect 2014 activity. Summary of actual usage will be furnished to IIDA Southern California Chapter. Any personnel and equipment not used for the event or used in excess of estimates will be refunded or charged accordingly within three (3) weeks of event conclusion.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Newport Mesa Unified School District hereinafter, called the Rentor

WITNESSETH:

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

NMUSD College and Career Night

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

\$11,977.75

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

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

Newport Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626

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

By _____

By _____

Title: **Dr. Frederick Navarro, Superintendent**

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

EXHIBIT A

Event Information

Event Name: NMUSD College and Career Night
 Contact Person: Anne Younglove
 Event Dates: 10/21/2015

Contract No: R-075-15
 Phone: (714) 424-5044
 Hours: 6:30 PM - 9:00 PM

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

Projected Attendance: 1,500

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Costa Mesa Building (#10)	10/21/15 06:30 PM - 09:00 PM	Event	4,000.00
Total:			4,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	10/15/2015 - 10/21/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	10/21/2015	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Trussing Unit	TBD	TBD EA	150.00 EA	TBD
Total:				1,229.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Event Day				
Grounds Attendant Lead	10/21/2015 4:00 PM - 09:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/21/2015 5:30 PM - 09:00 PM	1.00 EA	19.50 HR	68.25
Janitorial Attendant	10/21/2015 4:00 PM - 09:00 PM	2.00 EA	19.50 HR	195.00
Clean Up				
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	30.00 HR	30.00
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Event Sales & Services				
Event Coordinator	10/21/2015 5:30 PM - 09:00 PM	1.00 EA	40.00 HR	140.00
Total:				848.75

Summary

Facility Rental Total	\$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$2,077.75
Parking Buyout (700 vehicles at \$7.00 each)	\$4,900.00
Refundable Deposit	\$1,000.00

Grand Total: \$11,977.75

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	04/21/2015	\$1,000.00
Second Payment	07/21/2015	\$3,659.25
Third Payment	08/21/2015	\$3,659.25
Fourth Payment	09/21/2015	\$3,659.25

Total: \$11,977.75

Payment Total: \$11,977.75

Please Remit Payment in *Check Only*

EXHIBIT A

Event Information

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

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

OVATIONS

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



REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

October 4 - 8, 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:

Hyundai Ride & Drive

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

\$41,176.50

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.

GP Sandy
7777 Center Avenue, Suite 550
Huntington Beach, CA 92647

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

By _____

By _____

Title: David Gugala, Senior Vice President

Title: Michele Richards, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name: Hyundai Ride & Drive
 Contact Person: Laura Johnson
 Event Dates: 10/05/2015 - 10/08/2015

Contract No: R-144-15
 Phone: (908) 625-6671
 Hours: Monday: 8:00 AM - 5:00 PM
 Tuesday: 8:00 AM - 5:00 PM
 Wednesday: 8:00 AM - 5:00 PM
 Thursday: 8:00 AM - 5:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 480

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Festival Fields - Asphalt	10/04/2015 08:00 AM - 09:00 PM	Move In	1,600.00
Huntington Beach Building (#12)	10/04/2015 08:00 AM - 09:00 PM	Move In	1,500.00
½ Lot I	10/04/2015 07:00 PM - 09:00 PM	Move In	No Charge
Monday			
Festival Fields - Asphalt	10/05/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/05/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/05/2015 08:00 AM - 05:00 PM	Event	850.00
Tuesday			
Festival Fields - Asphalt	10/06/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/06/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/06/2015 08:00 AM - 05:00 PM	Event	850.00
Wednesday			
Festival Fields - Asphalt	10/07/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/07/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/07/2015 08:00 AM - 05:00 PM	Event	850.00
Thursday			
Festival Fields - Asphalt	10/08/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/08/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/08/2015 08:00 AM - 05:00 PM	Event	850.00
-Move out must be completed by 11:59 PM on Thursday - October 8, 2015 to avoid additional charges.			Total: 31,300.00

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	175.00 EVT	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Portable Electronic Message Board	10/05/2015 - 10/08/2015	2.00 EA	75.00 EA/DAY	600.00
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:	2,022.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
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

EXHIBIT A

Event Information

Event Day

Janitorial Attendant	10/05/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/06/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/07/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/08/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00

Clean Up

Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50

Parking

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

Safety & Security

Security Attendant - Overnight	10/04/2015 09:00 PM - 10/05/2015 07:00 AM	1.00 EA	19.50 HR	195.00
Security Attendant - Overnight	10/05/2015 06:00 PM - 10/06/2015 07:00 AM	1.00 EA	19.50 HR	253.50
Security Attendant - Overnight	10/06/2015 06:00 PM - 10/07/2015 07:00 AM	1.00 EA	19.50 HR	253.50
Security Attendant - Overnight (Huntington Beach Building Only)	10/07/2015 06:00 PM - 10/08/2015 07:00 AM	1.00 EA	19.50 HR	253.50

Outside Services

Emergency Medical Services	10/05/2015 07:30 AM - 10/05/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/06/2015 07:30 AM - 10/06/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/07/2015 07:30 AM - 10/07/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/08/2015 07:30 AM - 10/08/2015 05:30 PM	1.00 EA	20.00 HR	200.00

Total: 3,494.50

Summary

Facility Rental Total	\$31,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,516.50
Parking Buyout (480 vehicles at \$7.00 each)	\$3,360.00
Refundable Deposit	\$1,000.00

Grand Total: \$41,176.50

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/04/2015	\$41,176.50

Total: \$41,176.50

Payment Total: \$41,176.50

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

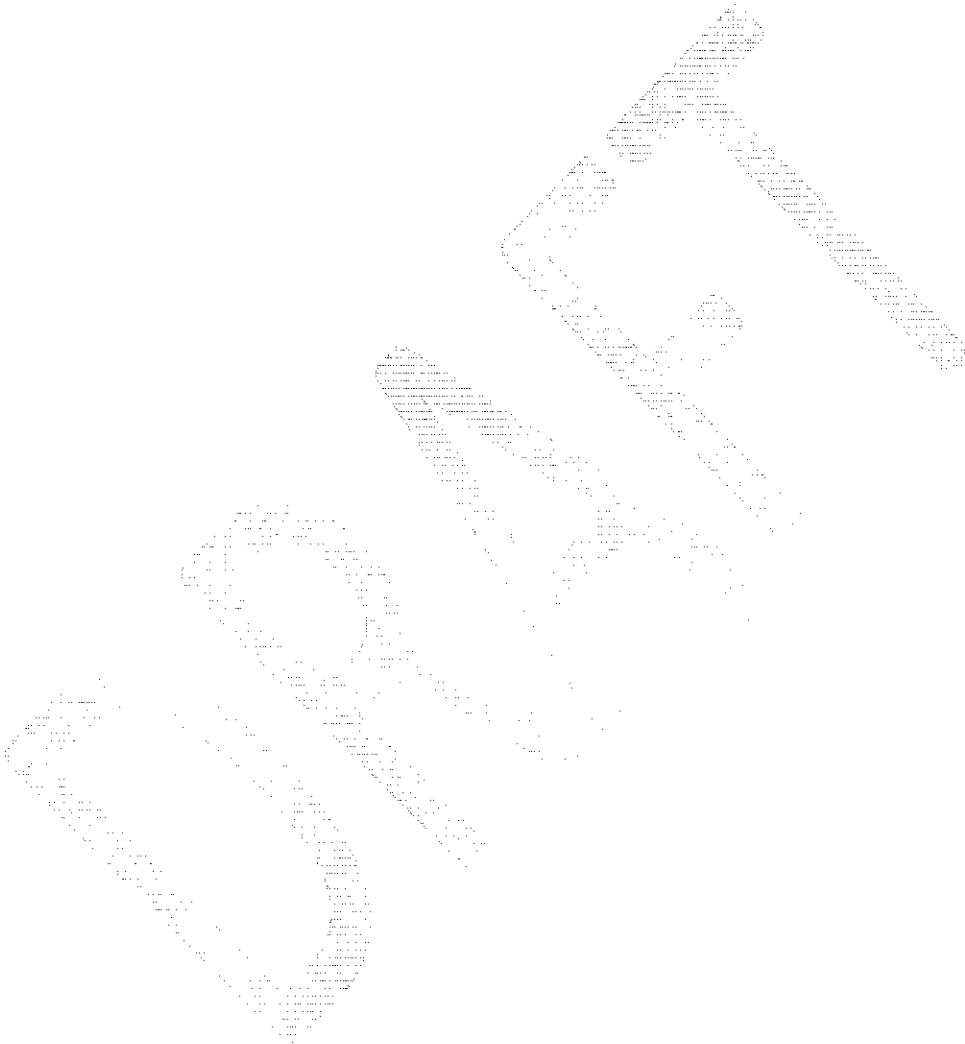
EXHIBIT A

Event Information

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 dba SPECTRA

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



REVIEWED _____

DATE November 12, 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 Vagabondias hereinafter, called the Rentor

WITNESSETH:

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

November 13 - 15, 2015

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

See Exhibit A

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

Vagabondias - Trailer Rally

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

\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 15, 2015. All campers must provide proof of insurance on or before November 13, 2015.

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

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

Vagabondias
8237 Bircherest Road
Downey, CA 90240

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

By _____

By _____

Title: Nancy Anna, Wagon Master

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
November 11 - 15, 2015
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:
See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Trilogy RVers - Trailer Rally
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 15, 2015. All campers must provide proof of insurance on or before November 11, 2015.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Trilogy RVers
24572 Gleneagles Drive
Corona, CA 92883

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

By _____

By _____

REVIEWED _____

DATE November 12, 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 Research Design Specialists hereinafter, called the Renter

WITNESSETH:

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

September 28 - October 3, 2015

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

See Exhibit A

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

RDS - Automotive Market Research

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

\$23,788.00

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

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

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

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

By _____

By _____

Title: Michael Arroyo, Project Manager

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: RDS - Automotive Market Research
 Contact Person: Michael Arroyo
 Event Dates: 09/30/2015 - 10/03/2015

Contract No: R-147-15
 Phone: (714) 527-0606
 Hours: 08:00 AM - 09:00 PM

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

Projected Attendance: 100 Per Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
The Hangar	09/28/2015 09:00 AM - 08:00 PM	Move In	1,600.00
Tuesday			
The Hangar	09/29/2015 09:00 AM - 10:00 PM	Move In	1,600.00
Wednesday			
The Hangar	09/30/2015 08:00 AM - 09:00 PM	Event	3,200.00
Thursday			
The Hangar	10/01/2015 08:00 AM - 09:00 PM	Event	3,200.00
Friday			
The Hangar	10/02/2015 08:00 AM - 09:00 PM	Event	3,200.00
Saturday			
The Hangar	10/03/2015 08:00 AM - 09:00 PM	Event / Move Out	3,200.00
- Move out must be completed by 11:59 PM on Saturday - October 3, 2015 to avoid additional charges.			Total: 16,000.00

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	09/30/2015 - 10/03/2015	1.00 EA	125.00 EA/DAY	500.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	Estimate 1	1.00 EA	75.00 EA	75.00
			Total:	2,165.00

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	TBD	TBD HR	47.50 HR	TBD
Event Day				
Janitorial Attendant	09/30/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	09/30/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/01/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/01/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/02/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/02/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/03/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/03/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00

EXHIBIT A

Event Information

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	TBD	TBD HR	47.50 HR	TBD
Technology				
Technology Attendant	TBD	TBD HR	37.50 HR	TBD
Outside Services				
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
Total:				1,823.00

Summary

Facility Rental Total	\$16,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,988.00
Parking Buyout (<i>Based on 100 Cars Per Day</i>)	\$2,800.00
Refundable Deposit	\$1,000.00
Payment Total: \$23,788.00	

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	PAID - 09/10/2015	\$23,698.00
Second Payment	09/14/2015	\$90.00
Total:		\$23,788.00
Payment Total:		\$23,788.00

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 dba SPECTRA

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

RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

REVIEWED _____

DATE November 12, 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 Travel Bees hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
November 20 - 22, 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:
Travel Bees - Trailer Rally
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 22, 2015. All campers must provide proof of insurance on or before November 20, 2015.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Travel Bees
6139 Coldbrook Avenue
Lakewood, CA 90713

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

By _____

By _____

Title: Patty Larson, Wagon Master

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

DATE November 12, 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 **Absolute Event Solutions** hereinafter, called the Renter

WITNESSETH:

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

December 4 - 7, 2015

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

See Exhibit A

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

Big Bite Sugar Rush

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

\$17,841.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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 Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Absolute Event Solutions
2080 North Tustin Avenue, Suite A
Santa Ana, California 92705**

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

By _____

By _____

Title: Mark Entner, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Big Bite Sugar Rush
 Contact Person: Mark Entner
 Event Date: 12/05/2015 - 12/06/2015

Contract No: R-149-15
 Phone: (949) 514-9659
 Hours: VIP: 11:00 AM - 12:00 PM
 GA: 12:00 PM - 5:00 PM

Admission Price: Adult: \$20.00 VIP: \$50.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	12/04/2015 12:00 PM - 10:00 PM	Move In	1,066.00
Saturday			
The Hangar	12/05/2015 11:00 AM - 05:00 PM	Event	3,200.00
Sunday			
The Hangar	12/06/2015 11:00 AM - 05:00 PM	Event	3,200.00
Monday			
The Hangar	12/07/2015 07:00 AM - 12:00 PM	Move Out	No Charge
-Move out must be completed by 12:00 Noon on Monday - December 7, 2015 to avoid additional charges.			Total: 7,466.00

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Static IP	12/05/2015 - 12/06/2015	1.00 EA	175.00 EA/DAY	TBD
40 Yard Dumpster	TBD	TBD EA	132.87 EA	TBD
50 Amp	TBD	TBD EA	70.00 EA	TBD
100 Amp	TBD	TBD EA	180.00 EA	TBD
200 Amp	TBD	TBD EA	360.00 EA	TBD
400 Amp	TBD	TBD EA	720.00 EA	TBD
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	Estimate 200	200.00 EA	8.00 EA	1,600.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/30/2015 - 12/06/2015	1.00 WK	450.00 WK	450.00
Picnic Table (Round or Rectangle)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	12/05/2015 - 12/06/2015	2.00 EA	75.00 EA/DAY	300.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Seissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Tonnage Weight (40 Yard Dumpster)	TBD	TBD TON	49.44 TON	TBD
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA/DAY	TBD
			Total:	4,285.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 EA	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
Plumber	TBD	TBD HR	47.50 HR	TBD

EXHIBIT A

Event Information

Event Day

Grounds Attendant Lead	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	30.00 HR	225.00
Grounds Attendant	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	19.50 HR	146.25
Janitorial Attendant	12/05/2015 10:00 AM - 05:30 PM	2.00 EA	19.50 HR	292.50
Electrician	TBD	TBD EA	47.50 HR	TBD
Plumber	TBD	TBD EA	47.50 HR	TBD
Grounds Attendant Lead	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	30.00 HR	225.00
Grounds Attendant	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	19.50 HR	146.25
Janitorial Attendant	12/06/2015 10:00 AM - 05:30 PM	2.00 EA	19.50 HR	292.50
Electrician	TBD	TBD EA	47.50 HR	TBD
Plumber	TBD	TBD EA	47.50 HR	TBD

Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Plumber	TBD	TBD HR	47.50 HR	TBD

Event Sales & Services

Event Coordinator	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	40.00 HR	300.00
Event Coordinator	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	40.00 HR	300.00

Parking

Set Up

Parking Attendant Lead	12/04/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	12/04/2015 Estimate 16 Hours	16.00 HR	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD
Technology Attendant	Estimate 2 Hours (<i>Internet</i>)	TBD HR	37.50 HR	TBD

Outside Service

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	2.00 HR	263.00 HR	526.00
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Total: 4,090.00

Summary

Facility Rental Total	\$7,466.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,375.00
Refundable Deposit	\$2,000.00

Grand Total: \$17,841.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/11/2015	\$1,000.00
Second Payment	10/02/2015	\$8,420.50
Third Payment	11/04/2015	\$8,420.50

Total: \$17,841.00

Payment Total: \$17,841.00

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.

EXHIBIT A

Event Information

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

BANNER

All banner sizes and locations must be approved by OCFEC. *See OCFEC Signage Guide.*

CANOPIES / TENTS

Canopies and tents are **not permitted** inside OCFEC buildings or breezeways per the State Fire Marshall.

CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. Please contact your OCFEC Event Coordinator for details.

FOOD & BEVERAGE VENDOR FEE

Absolute Event Solutions (Big Bite Sugar Rush) agrees to pay \$50.00 per food vendor and \$50.00 per food truck, per weekend, to Spectra no later than December 4, 2015. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees. The General Manager of Spectra will do a walk through with Absolute Event Solutions to determine which vendors will be charged.

HEALTH DEPARTMENT

Absolute Event Solutions (Big Bite Sugar Rush) agrees to be the Health Department coordinator for all food & beverage vendors at Big Bite Sugar Rush event.

OVATIONS FOOD SERVICES, LP DBA SPECTRA

All Absolute Event Solutions (Big Bite Sugar Rush) event food and beverage service plans must be discussed and mutually agreed upon with Spectra, the OCFEC Master Concessionaire.

PEPSI BEVERAGES

The OCFEC is a Pepsi exclusive 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.

RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

SOUND

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Absolute Event Solutions (Big Bite Sugar Rush) must comply with request.

REVIEWED _____

DATE November 12, 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 Train Show Inc. hereinafter, called the Rentor

WITNESSETH:

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

January 29 - February 1, 2016

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

See Exhibit A

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

Great Train Show

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

\$18,153.00

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.

Train Show Inc.
120 Easy Street, Unit 4
Carol Stream, IL 60188

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

By _____

By _____

Title: Randy Bachmann, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Great Train Show
 Contact Person: Bill Grove
 Event Dates: 01/29/2016 - 01/31/2016

Contract No: R-017-16
 Phone: (630) 608-4988
 Hours: Saturday: 10:00 AM - 5:00 PM
 Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$9.00 Child: 11 & Under Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,400

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Friday			
Costa Mesa Building (#10)	01/29/2016 07:00 AM - 07:00 PM	Move In	2,050.00
Saturday			
Costa Mesa Building (#10)	01/30/2016 10:00 AM - 05:00 PM	Event	4,100.00
Sunday			
Costa Mesa Building (#10)	01/31/2016 10:00 AM - 04:00 PM	Event	4,100.00
Monday			
Costa Mesa Building (#10)	02/01/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - February 1, 2016 to avoid additional charges. Total: 10,250.00

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	01/25/2016 - 01/31/2016	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	01/30/2016 - 01/31/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	01/30/2016 - 01/31/2016	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth	TBD	TBD EA	100.00 EVT	TBD
Total:				2,380.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	01/30/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/30/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	01/30/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Grounds Attendant Lead	01/31/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	01/31/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Janitorial Attendant	01/31/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Event Sales & Services				
Event Coordinator	01/30/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	01/31/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	01/29/2016 11:00 AM - 07:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	01/29/2016 11:00 AM - 07:00 PM	2.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Estimate 2 Hours	2.00 HR	40.00 HR	80.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	350.00 EVT	350.00

Total: 4,023.00

Summary

Facility Rental Total	\$10,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,403.00
Refundable Deposit	\$1,500.00

Grand Total: \$18,153.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	07/29/2015	\$1,000.00
Second Payment	08/28/2015	\$5,718.00
Third Payment	10/29/2015	\$5,718.00
Fourth Payment	12/29/2015	\$5,717.00

Total: \$18,153.00

Payment Total: \$18,153.00

Please Remit Payment in *Cash or 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 (formerly Ovations), the OCFEC Master Concessionaire.

REVIEWED _____

DATE **November 12, 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 **The Expo Pros** hereinafter, called the Rentor

WITNESSETH:

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

February 26 - 28, 2016

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

See Exhibit A

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

California Baby & Kidz Expo

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

\$9,807.00

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**The Expo Pros
11479 South Pine Drive
Parker, CO 80134**

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

By _____

By _____

Title: Shael Buchen, Show Producer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: California Baby & Kidz Expo
 Contact Person: Shael Buchen
 Event Date: 02/27/2016

Contract No: R-018-16
 Phone: (720) 934-4455
 Hours: 10:00 AM - 5:00 PM

Admission Price: Adult: \$10.00 (\$2.00 Web Discount) Senior: \$5.00 (65+) Child: 12 & Under Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,000

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Actual</u>
	<u>Date-Time</u>	<u>Activity</u>		
Friday				
The Hangar	02/26/2016 06:00 AM - 07:00 PM	Move In		1,650.00
Saturday				
The Hangar	02/27/2016 10:00 AM - 05:00 PM	Event		3,300.00
Sunday				
The Hangar	02/28/2016 06:00 AM - 12:00 PM	Move Out		No Charge

-Move out must be completed by 12:00 Noon on Sunday - February 28, 2016 to avoid additional charges. Total: 4,950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Portable Electronic Message Board	02/27/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	02/27/2016	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	02/27/2016	TBD EA	300.00 EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,629.00

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	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	02/27/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Sales and Services				
Event Coordinator	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Parking				
Vendor Set Up: 4:00 PM - 7:00 PM				
Parking Attendant Lead	02/26/2016 02:00 PM - 07:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	02/26/2016 02:00 PM - 07:30 PM	2.00 EA	20.00 HR	220.00

Outside Services

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

EXHIBIT A

Event Information

Total: 2,228.00

Summary

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,857.00
Refundable Deposit	\$1,000.00
Grand Total:	\$9,807.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/26/2015	\$1,000.00
Second Payment	12/28/2015	\$4,403.50
Third Payment	01/26/2016	\$4,403.50
Total:		\$9,807.00
Payment Total:		\$9,807.00

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.

SPECTRA

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

REVIEWED _____

DATE November 12, 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 Kristen Cheever 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 7 - 8, 2016

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

See Exhibit A

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

Mason-Cheever Wedding

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

\$5,328.00

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, 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.

Kristen Cheever
12552 Fieldstone Lane, #97
Garden Grove, CA 92845

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

By _____

By _____

Title: Kristen Cheever, Bride

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Mason-Cheever Wedding
 Contact Person: Kristen Cheever
 Event Date: 05/07/2016

Contract No: R-023-16
 Phone: (714) 402-9135
 Hours: 5:00 PM - 12:00 AM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Millennium Barn	05/07/2016 12:00 PM - 05:00 PM	Move In	No Charge
Millennium Barn	05/07/2016 05:00 PM - 12:00 AM	Event	900.00
Silo Building (Bridal Suite)	05/07/2016 09:00 AM - 12:00 AM	Event	300.00
Sunday			
Millennium Barn	05/08/2016 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Sunday - May 08, 2016 to avoid additional charges. **Total: 1,200.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift (Bleachers & Straw Bale)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift (For Lights)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Straw Bale	Estimate 5	5.00 EA	5.00 EA	25.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,193.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	05/07/2016 04:00 PM - 12:00 AM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	05/07/2016 04:00 PM - 12:00 AM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Sales & Services				
Event Coordinator	05/07/2016 04:00 PM - 12:00 PM	1.00 EA	40.00 HR	320.00
Safety and Security				
Security Attendant	05/07/2016 04:30 PM - 12:30 AM	3.00 EA	20.00 HR	480.00
Insurance				
S.E.L.I. Insurance	05/07/2016	1.00 EA	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - May 08, 2016.</i>				
Total:				2,135.00

Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,328.00
Refundable Deposit	\$800.00

EXHIBIT A

Event Information

Grand Total: \$5,328.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - <i>Deposit to Hold Date</i>	09/18/2015	\$500.00
Second Payment	11/06/2015	\$1,610.00
Third Payment	02/08/2016	\$1,609.00
Fourth Payment	04/07/2016	\$1,609.00
	Total:	\$5,328.00
	Payment Total:	\$5,328.00

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.

Please see Exhibit "D" for additional information regarding rental of the Millennium Barn.

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Michael Mason and Kristen Cheever Wedding must comply with request. All amplified music/sound must end by 10:00 PM on Saturday.

OVATIONS dba SPECTRA

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

Title: Kristen Cheever, Bride

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

DATE November 12, 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 BrewWings 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:

BrewWings 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.

**BrewWings LLC
824 Roswell Avenue
Long Beach, CA 90804**

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

By _____

By _____

Title: Stefano Enjem

Title: Debbye McDaniel, Chief Financial Officer

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.

AGREEMENT: FT-065-15
DATED: November 12, 2015
WITH: BrewWings LLC
PHONE: (562) 353-8999
EMAIL: stefano@brewwing.com

EXHIBIT "A"

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

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com 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 October 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	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215024	05/29/15	Pac Amp Seat Replacement - Solicitation of Bids	CFFA	\$7,100.00
New					
Revision/Amendment					

Joint Powers Authority

Invoices Paid in October 2015



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 78110
Date Paid: 10/08/2015

Payment Authorization

Date: 9/28/2015 Amount: \$395.00

Vendor Name: CFFA

Invoice No.: 1760

Invoice Date: 9/28/2015

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: 1760
Invoice Date: 9/28/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 - Balance of Flight Conf #HNA74X	395.00
	\$395.00

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$395.00
Sales Tax: 0.00
Invoice Total: \$395.00

CFFAaccounting

From: construction
Sent: Wednesday, July 15, 2015 3:58 PM
To: CFFAaccounting
Subject: FW: CANCELLED flight reservation (HYR5LX) | 15JUL15 | SMF-SNA | Eubanks/Bryan

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Wednesday, July 15, 2015 8:35 AM
To: construction
Subject: CANCELLED flight reservation (HYR5LX) | 15JUL15 | 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: HYR5LX Confirmation Date: 07/15/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	<u>5262124141041</u>	Jul 6, 2016	2047

Date	Flight	Departure/Arrival
Wed Jul 15	136	Depart SACRAMENTO, CA (SMF) at 08:50 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 10:15 AM Travel Time 1 hrs 25 mins Wanna Get Away
Fri Jul 17	1409	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) at 09:50 AM Arrive in SACRAMENTO, CA (SMF) at 11:10 AM Travel Time 1 hrs 20 mins Wanna Get Away

Air Cost: 395.00

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): 5262124141041: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE

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TO Y.

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SMF WN SNA175.72RLN7PNR WN SMF165.49RLNCPNR 341.21 END ZPSMFSNA
XT11.20AY9.00XFSMF4.5SNA4.5

Cost and Payment Summary

 AIR - HYR5LX

Base Fare	\$ 341.21	Payment Information
Excise Taxes	\$ 25.59	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jul 7, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$395.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 395.00	Tkls funds remaining in conf#HYR5LX for future travel \$395.00

*changed to cc - pending credit
CYLD - not billed
to OC*



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construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, July 30, 2015 11:37 AM
To: construction
Subject: Flight reservation (HNA74X) | 06AUG15 | SMF-SNA | Eubanks/Bryan

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 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 08/06/15 - Orange County



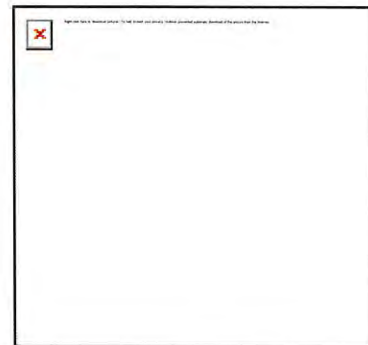
AIR Itinerary

AIR Confirmation: **HNA74X**

Confirmation Date: 07/30/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262130669205	Jul 6, 2016	2298

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



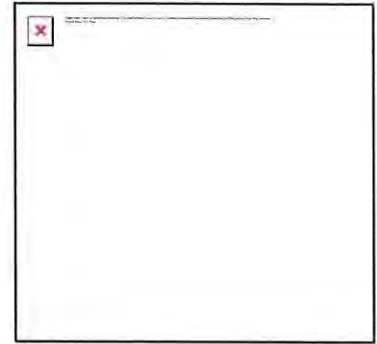
Date	Flight	Departure/Arrival
Thu Aug 6	136	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 08:50 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 10:15 AM Travel Time 1 hrs 25 mins Wanna Get Away
Sun Aug 9	2435	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:15 PM



Arrive in **SACRAMENTO, CA (SMF)** at **5:35 PM**

Travel Time 1 hrs 20 mins

[Wanna Get Away](#)



What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
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- 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: 440.00

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): 5262130669205: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

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SMF WN SNA185.02RLN7PNR WN SMF198.05WLN7PNR 383.07 END ZPSMFNSNA
XFSMF4.5SNA4,5 AY11.20\$SMF5.60 SNA5.60




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Cost and Payment Summary

 **AIR - HNA74X**

Base Fare	\$ 383.07	Payment Information
Excise Taxes	\$ 28.73	Payment Type: Visa XXXXXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jul 30, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$45.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 440.00	

Tkts funds applied from Conf# HYR5LX
(\$0.00 remaining) \$395.00



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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

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CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 78134
Date Paid: 10/08/2015

Payment Authorization

Date: 9/28/2015 Amount: \$5,620.00

Vendor Name: Precision Engineering Surveyors, Inc.

Invoice No.: 5779R

Invoice Date: 7/16/2015

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

Bryce E. Fisher
Project Manager

Bryce E. Fisher
Construction Manager

Cathy Fisher
Accounting Administrator

[Signature]
Managing Officer or Designee

Precision Engineering Surveyors, Inc.
 7231 Boulder Avenue, #531
 Highland, CA 92346



Invoice

Date	Invoice #
7/16/2015	5779R

Bill To
Cali Fair Finance Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Terms	Due Date	Project	PES Job #
	7/16/2015	13-114A OC Fair	13-114A

Item	Description	Date of Service	# of hours/Qty	Rate	Amount
SURVEYING SERVI...	*****FIELD*****			0.00	0.00
SURVEYING SERVI...	As-built topo "New Construction" @ pacific amphitheater	06/25/2015	8	205.00	1,640.00
SURVEYING SERVI...	As-built topo "New Construction" @ pacific amphitheater	06/26/2015	8	205.00	1,640.00
SURVEYING SERVI...	As-built topo "New Construction" @ pacific amphitheater	07/01/2015	8	205.00	1,640.00
OFFICE OFFICE	*****OFFICE***** Office verification of data and processing of As-Built Plots. Discounted hourly rate per FP.	07/02/15	20	35.00	700.00

*9.25.15
 ok to pay
 [Signature]*

*OK To pay
 Bill 9-25-15*

Total	\$5,620.00
Payments/Credits	\$0.00
Balance Due	\$5,620.00

Phone: (909) 862-6326 Fax: (909) 862-6328

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD OCTOBER 22, 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 Vice Chair Mouet. Roll call taken by Jessica Zimmerman.

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED:

Director Nguyen

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC VP Business Development Officer; Debbye McDaniel, OCFEC VP Operations & Administration; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Jeff Willson, OCFEC; Deborah Fletcher, Office of the Attorney General; Janet Taylor, Stenographer; Ernesto Munoz, Costa Mesa Public Services Director; Lisa Sabo; Grant Anderson; Theresa Sears; Reggie Mundekis; Beth Refakes

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, encouraged everyone to come by and see the Cirque production of Kurios.

Kramer also stated that services of Joe A. Gonsalves & Sons have been secured; they are a professional legislative representative firm in Sacramento who will be working with OCFEC to get ABX422 repealed.

Kramer stated that Gonsalves will identify a legislative author to get this introduced as legislation and then work with the Orange County delegation.

Kramer also stated Tandem will be working with the Governor's office to add this as a budget trailer; confident that will be completed in 2016. This is a short term contract for this project and developing an RFP to secure professional legislative representation service.

Kramer discussed about post-fair community neighborhood meeting on Monday, October 19 and asked for feedback from two vantage points, one point as a neighbor and the other as a guest of the fair.

Kramer noted the overwhelming positive feedback OCFEC received around the new Neighborhood Ambassador program. There were many good comments about the cleanliness of the Fair, the programming, and several people commented that this was one of the best fairs and commended staff for all the hard work that took place. Overall, the neighbors are very appreciative of all of the efforts the organization is making to continue being good neighbors.

Michele Richards, OCFEC Vice President, Business Development, discussed LFestival, a Latin American music and cultural festival debuting at OCFEC on Saturday, November 24 through Sunday, November 25.

Richards mentioned that Kurios, the Cirque Du Soleil show, continues through November 29 and the Veterans + Labor Event will be held on November 11. Richards then provided a review of upcoming events at OCFEC.

Director Berardino mentioned the controversy surrounding gun shows and asked whether or not there is an exemption that allows the sale of assault rifles.

Richards stated she did not know and that she would do some research on that issue.

Chair Aitken stated there are a lot of exemptions we can get around with waiting periods, background checks, etc. She requested a discussion of guns shows be agendaized for next board meeting.

Director Tkaczyk would like to know what the rules are regarding guns shows on the property.

Debbie McDaniel, OCFEC Interim VP Business and Administration discussed OCFEC financial numbers. She stated OCFEC currently has nearly \$38 million in the bank; \$34 million which is in a LAIF account.

McDaniel stated that in Q3 the organization made \$32M on revenue, expenses were \$19 and a half million, the net income of \$12 and half million. That's for July, August, and September 2015 alone. For the Fair alone, these are not concrete numbers - \$30 million fair-related revenue, expenses 18 million, with a net income of 11 million; almost 2 million less than in 2014.

McDaniel concluded year-to-date results as of September 30 – revenue is 36 million, 28 million in expenses and 7 million in income year-to-date. We're \$3.2 million above our budgeted income, which is a 72% higher net income than we anticipated.

Vice Chair Mouet discussed about the improvements in the accounting system that will help the budgeting role.

Director Tkaczyk thanked Kathy Kramer and the staff on a great job on the accounting

Kramer concluded that for this year is really about labor management and using analytic tools to understand as budgeting for 2016. She has made a commitment, along with McDaniel, to help staff during the budget process and sit in budget meetings; to manage things by variance reports and variance meetings and making a front piece of our culture and everyone having an understanding and growing from the bottom up.

6. PUBLIC COMMENT

Beth Refakes thanked Kathy Kramer and OCFEC staff for community meeting highlighting the need for the Neighborhood Ambassador program and continued sound monitoring.

7. MINUTES:

A. Board Meeting held September 24, 2015

ACTION: Director Cervantes motioned and Director Ruiz seconded to review and approve the minutes from the Board meeting held September 24, 2015. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Ruiz and Director Cervantes. NAYES: none.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-256-15FT; SA-263-15SM

B. Amendments : SA-258-13WC (Amend #1); SA-260-13CS (Amend #1); SA-166-15FT (Amend # 1)

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-055-15; R-058-15; R-075-15; R-144-15; R-145-15; R-146-15; R-147-15; R-148-15; R-149-15; R-023-16

F. Active Joint Powers Authority Agreements: none

G. Correspondence

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

i. none.

ACTION: Director La Belle motioned and Director Ruiz seconded to review and approve the Consent Calendar. **MOTION CARRIED.**

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

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Vice Chair Mouet stated that the Centennial farm Foundation Board members asked me if he plans to continue being a member of the Foundation Board of Directors and he stated that that was his intention. He plans to help them be creative to try to raise more money to help the farm.

Director Berardino discussed the Heroes Hall Foundation noting that they are still awaiting their 501 (c)(3) number from the IRS.

Director La Belle stated that the next Heroes Hall Finance Committee meeting is scheduled for October 29.

B. Arlington Bioswale Update

Lisa Sabo spoke in opposition to the Arlington Bioswale project as proposed, expressing concerns about safety and noise at the Equestrian Center. She suggested continuing with the bioswale but moving the trail to the opposite side of the street.

Reggie Mundekis thanked the Board for their efforts working towards repealing ABX422. She then spoke in opposition to the Bioswale project as proposed. She asked that OCFEC look into the safety issues building this trail, noting that when an accident happens, it's going to be the Fair's name in the paper.

Kramer introduced Ernesto Munoz, the Public Service Director with the City of Costa Mesa to provide an overview of the project.

Ernesto Munoz provided an overview of the Arlington Bioswale project stating that it is a unique opportunity for the fairgrounds to partner with the city to construct aesthetic improvements on the north side of the fairground property and at the same time implementing an ecologically sensitive solution to address the fairground water quality challenges.

Munoz stated this project will also result in material savings to the fairground to implement and complete roadway, parkway, and storm drain improvements between the fairgrounds and the city. Munoz noted that

OCFEC is committed to approximately \$2 million in improvements on Arlington Drive and by partnering with the City, OCFEC would be asked to contribute a \$1 million flat fee.

Jerry Eldridge, OCFEC Director of Facilities, stated the responsibilities for OCFEC include a storm drain pipe from approximately Gate 4 to Gate 9 as well as all the street repairs, curb and gutter, fire hydrants, and anything else related to street improvements per the city's requirements. The storm drain improvements are estimated at \$1,366,000 and roadway improvements estimated \$662,857.

Vice Chair Mouet noted that if the trail is separated from the Bioswale project, OCFEC is liable for the full cost of the improvements to the south side of Arlington.

Grant Anderson, Traffic Engineer for Kabbara Engineering, discussed proposed improvements to driveways along Arlington as part of the proposed project.

Director Berardino asked about the noise issue for the Equestrian Center and how will it be controlled.

Munoz stated that the noise issue could be addressed through either a block wall or vegetation screen. He also mentioned that the city will work with OCFEC on this issue.

Chair Aitken asked whether or not OCFEC's participation in this project with the City would correct the current encroachment issues the fairgrounds faces.

Munoz answered that yes, pending approval from Sacramento, the city is looking to grant a permanent easement.

Director Berardino asked, with OCFEC's contribution of \$1 million to the project, would the organization have a say in the design.

Munoz stated that the City plans on working with OCFEC staff to implement the design.

Director Bagneris asked when this project will be completed due to having a schedule stating late 2015.

Munoz stated that if the Board of Directors approves the project he anticipates break ground after the 2016 Fair.

Director La Belle asked Munoz regarding the existing roadway width is what today and what will it be with the project as proposed?

Munoz introduced Leah Kabbara, Kabbara Engineering, to provide an answer to Director La Belle's question.

Kabbara stated the street transitions from a 40-foot width at Gate 6 to approximately 27 feet of pavement at the Equestrian Center.

Vice Chair Mouet stated that the project is fiscally responsible and ecologically responsible, and as long as we are mindful of safety concerns, the project is a win-win situation for everyone.

ACTION: Director Tkaczyk motioned and Director La Belle seconded Arlington Bio-Swale Update. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

C. Approve Letter of Understanding with CFFA Regarding Completion of Heroes Hall Architectural Design and Construction Documents

Richards presented the staff report and recommendation to approve the Letter of Understanding with CFFA regarding completion of the Heroes Hall architectural design and construction documents.

ACTION: Director Berardino motioned and Director Ruiz seconded to approve Letter of Understanding with CFFA regarding completion of Heroes Hall Architectural Design and Construction **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

D. Ratification of Updated OCFEC Smoking Policy

Richards presented that staff report and recommendation which includes the following revised smoking policy:

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, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.

Year-round event promoters may adopt more restrictive policies at their discretion, and with the prior approval of the Association.

ACTION: Director La Belle motioned and Director Cervantes seconded to approve Ratification of Updated OC FEC Smoking Policy **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

E. Review and Approve the Appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

Kramer presented the staff report and recommendation.

ACTION: Director Berardino motioned and Director Bagneris seconded to review and approve the Appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

F. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting

Kramer presented the staff report and recommendation.

ACTION: Director Bagneris motioned and Director Ruiz seconded to review and approve the following delegation of authority: The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development, and Debbye McDaniel, Vice President Finance and Administration, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director**

**Berardino, Director Bagneris, and Director Cervantes. NAYES:
none.**

10. CLOSED SESSION

Chair Aitken adjourned to Closed Session at 10:40 a.m. and the meeting resumed at 11:25 a.m.

Chair Aitken stated there was nothing official to report but gave direction to counsel on pending litigation.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle thanked the staff for the Bioswale report.

Director Bagneris thanked McDaniel for all her hard work. She also thanked Chair Aitken for all her hard work.

Director Tkaczyk thanked Chair Aitken for all her hard work this year

Vice Chair Mouet thanked Chair Aitken for all of her hard work throughout the whole year and enjoyed working with her. He also was looking forward to the LFesitval.

Director Cervantes thanked Chair Aitken for all her hard work this year.

Director Ruiz thanked Chair Aitken and welcomed Vice Chair Mouet to his new position as Board Chair. He then encouraged everyone to come to the Veterans and Labor event.

Director Berardino thanked Chair Aitken all of her hard work. He then asked that the Board discussed minimum wage policies for seasonal employees at the next Board meeting.

Deborah Fletcher advised that staff coordinate with CalHR regarding this discussion.

Kramer noted that the Human Resources Department is currently conducting a salary survey and staff will bring back a report at the next Board meeting.

Chair Aitken thanked the board and staff for all the efforts while she was Board Chair.

12. NEXT BOARD MEETING: THURSDAY, NOVEMBER 19, 2015

13. ADJOURNMENT

Meeting adjourned at 11:35 a.m.

Ashleigh Aitken, Chair

Kathy Kramer, Chief Executive Officer



Board of Directors Agenda Report

MEETING DATE: NOVEMBER 19, 2015 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: November 13, 2015

FROM: Gerardo Mouet, Board Chair

PRESENTATION BY: Gerardo Mouet, 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 (Chair Mouet)
- ii. Heroes Hall Veteran's Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)



Board of Directors Agenda Report

MEETING DATE: NOVEMBER 19, 2015 ITEM NUMBER: 9B

SUBJECT: Pacific Amphitheatre Seat Replacement Project

DATE: November 13, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

1. Authorize California Fairs Finance Authority (CFFA) to contract on behalf of OC Fair & Event Center with selected lowest qualified bidder for the Pacific Amphitheatre Seat Replacement Project.
2. Approve Letter of Understanding with CFFA to provide project management services for the Pacific Amphitheatre Seat Replacement Project.

BACKGROUND

In response to the RFP for the Pacific Amphitheatre Seat Replacement Project, California Fairs Finance Authority (CFFA) received two (2) bids. The bid opening was, October 22, 2015 in the OC FEC Administration Building. CFFA determined that American Seating Company is the lowest qualified bidder.

OC Fair & Event Center uses construction management services provided by California Fairs Finance Authority (CFFA).



Board of Directors Agenda Report

MEETING DATE: NOVEMBER 19, 2015 ITEM NUMBER: 9C

SUBJECT: Review of Hourly Rate for Seasonal Fair-Time Positions

DATE: November 13, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information Item

BACKGROUND

Staff was asked by Director Berardino to provide hourly pay rate information related to our seasonal Fair time employees. There was discussion from the Board as to how these rates are established and if CalHR is involved in setting rates for our non-civil service work pool, and what role the District has related to setting these hourly pay rates.

The State of California minimum wage will increase to \$10.00 per hour beginning January 1, 2016. In addition, as part of preparing for the 2016 budget, staff has completed a comprehensive industry pay rate analysis for our seasonal fair time positions. In addition, staff has developed a tiered program to offer hourly pay increases based on years of Fair time service.

A presentation of these findings will be presented at the November 19th Board Meeting.



Board of Directors Agenda Report

MEETING DATE: NOVEMBER 19, 2015 ITEM NUMBER: 9D

SUBJECT: Discussion Regarding Gun Shows at the OC FEC
DATE: November 13, 2015
FROM: Michele Richards, VP Business Development
PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Discussion item

BACKGROUND

At the October 22, 2015 Board meeting, Director Berardino expressed interest in learning more about any exemptions gun shows have, particularly related to assault weapons. Chair Aitken requested that an item be added to the November agenda for the Board to discuss gun shows at the OC Fair & Event Center, and Director Tkaczyk asked staff to provide background and research on the subject. Following is information gathered by staff that will be presented at the meeting:

Overview of Crossroads of the West Guns Shows at OC FEC

Crossroads of the West is the promoter that has been holding gun shows at the OC Fair & Event Center for 29 years. Currently, the promoter hosts five shows per year (January, March, June, August, and November) with an average attendance of over 13,000 at each show.

Revenue generated from the five shows in 2015 is projected to be \$627,000, which represents approximately 10% of OC FEC's total revenue from year-round events. The Crossroads of the West gun shows utilize the following buildings/areas of the OC Fair & Event Center:

- Costa Mesa Building
- Santa Ana Pavilion
- Huntington Beach Building
- Los Alamitos Building
- OC Promenade
- Anaheim Building
- Main Mall

Crossroads of the West is fully compliant with California Law and has never been in violation while at the OCFEC.

During the Crossroads of the West shows, there is a strong security and law enforcement presence from OCFEC Safety & Security staff, the OC Sheriffs Department, and the California Department of Justice Firearms Division.

California Law and Gun Shows

There are no exemptions at gun shows in California compared to brick and mortar gun shops. Gun shows in California must comply with the same requirements as gun retailers including:

- Mandatory 10-day waiting period
- Federal background checks
- DROS (Dealers Record of Sale) paperwork and fees
- All transactions must be conducted by an FFL (Federal Firearms License) dealer

California Law vs. Other States

California has the strictest gun laws in the nation. As an example, the following compares California law to that of Nevada:

NEVADA	CALIFORNIA
<ul style="list-style-type: none">• A customer can purchase any gun and leave with it immediately.	<ul style="list-style-type: none">• There is a mandatory 10-day waiting period while the purchased gun is in the possession of an FFL dealer.
<ul style="list-style-type: none">• A customer can purchase a high capacity magazine.	<ul style="list-style-type: none">• It is a felony to possess a high capacity magazine.
<ul style="list-style-type: none">• Fully automatic weapons are legal to own.	<ul style="list-style-type: none">• It is a felony to possess an automatic weapon.
<ul style="list-style-type: none">• Private party-to-private party sales are legal.	<ul style="list-style-type: none">• Private party sales must be conducted by an FFL dealer.
<ul style="list-style-type: none">• Virtually any type of firearm can be sold.	<ul style="list-style-type: none">• Any firearm sold must be on the DOJ approved list as having passed firing, safety and drop tests.