



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, February 25, 2016
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	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 January 28, 2016

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-019-16AS(Revised); SA-39-16HH; SA-043-16FT; SA-046-16YR; SA-047-16LL; SA-048-16YR

B. Amendments: SA-21-14SP AM #1

C. Interagency Agreements: SA-042-16IA

D. Letters of Understanding: none

E. Rental Agreements: R-001-16; R-006-16; R-007-16; R-008-16; R-018-16; R-026-16; R-030-16; R-031-16; R-034-16; R-046-16; R-050-16; R-052-16; R-056-16; R-062-16; R-064-16; R-066-16; R-069-16; R-078-16

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.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

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

- i. Centennial Farm Foundation Board (Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 O C Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)
- viii. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)
- ix. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)
- x. Ticketing Policy Review Task Force (Director Tkaczyk, Director Bagneris)

B. Approval of Legislative Representation Services

Action Item

C. Approval of Barbara Venezia for Heroes Hall Veterans Foundation Board Member

Action Item

D. Consumer Initiatives Task Force Recommendation for 2016 Concessionaire Commission Percentage

Action Item

E. Centennial Farm Foundation MOU

Information Item

F. Heroes Hall Construction Project

1. Authorize CFFA to Award Contract for Heroes Hall Construction Project
Action Item
2. Approve Letter of Understanding with CFFA to provide project management services for the Heroes Hall Construction Project
Action Item

G. Legal Fees Paid to Date by Association for the Formation of Heroes Hall Veterans Foundation

Action Item

H. OC Market Place Rental Agreement Assignment and Spectra Contract Extension

1. Requesting Board approval of negotiations between Spectra and Tel Phil for the purchase of the OC Market Place by Spectra from Tel Phil. The requested approval is limited to negotiations.
Action Item
2. Request Board approval for Contract Extension for Spectra, the Association's master concessionaire, subject to Spectra's purchase of the OC Market Place from Tel Phil. Spectra's contract currently expires December 31, 2017. The extension would be for six years, through December 31, 2023.
Action Item

10. CLOSED SESSION (Closed to the Public)

- A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]
 - i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation. (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).)
- B. **Personnel:** The Board will meet in closed session to consider the evaluation of performance of the General Manager / CEO. [Gov. Code, § 11126, subd. (a).]

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: MARCH 24, 2016

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. February 12, 2016



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

Balance Sheet

The increase in Building and Improvements is primarily due to the capitalization of construction costs for the completion of the Pacific Amphitheater renovation in 2015.

Income Statement

December 2015 year-to-date revenues exceed expenses by \$5,564,656, which is favorable to the budgeted net proceeds of \$974,106 by \$4,590,550. Excluding performance in the Major Projects category, for which the entire 2015 budget of \$528K was recorded in January, net proceeds year-to-date is favorable to the budget by \$4,293,576.

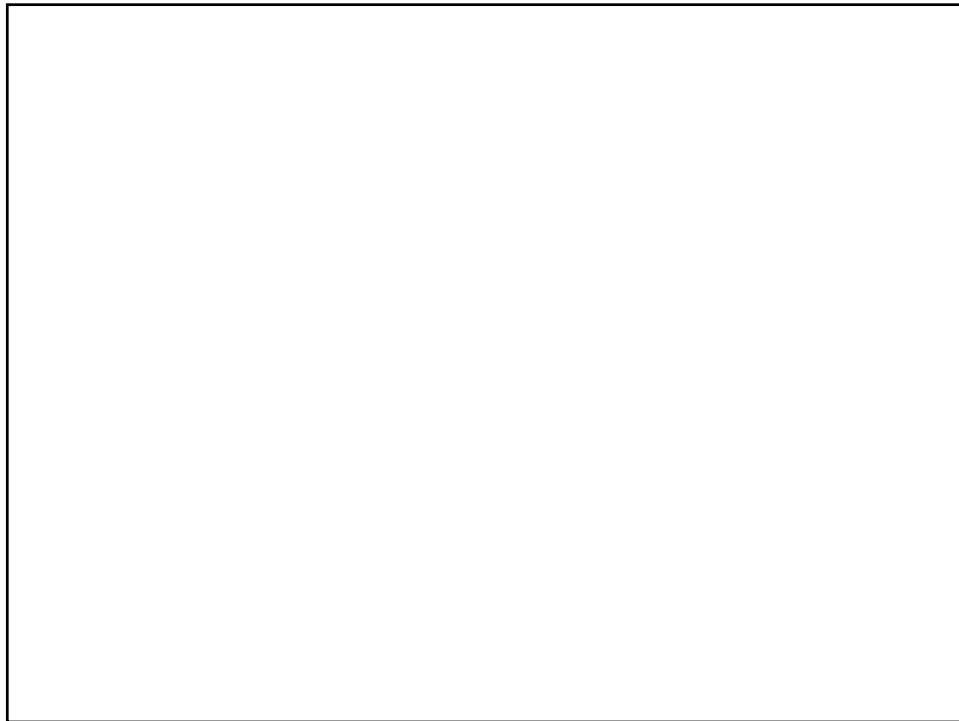
Total year-to-date revenues of \$39,785,380 are favorable to the budget by \$4,417,931 primarily due to favorable performance of the Fair (\$2.1M). Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$531K and Event Services Other Event Revenue of \$1.8M. This favorable revenue performance can be attributed to revenue increases in admissions (\$9K), parking sales (\$722K), personnel services (\$406K), equipment rental (\$249K), caters (\$68K) and concessions (\$331K).

Total year-to-date operating expenses of \$30,978,122 are favorable to budget by \$498,091. Expenses in most major categories are below or close to budget. Payroll and Related expense is favorable to budget by \$996K due primarily to timing and unfilled positions.

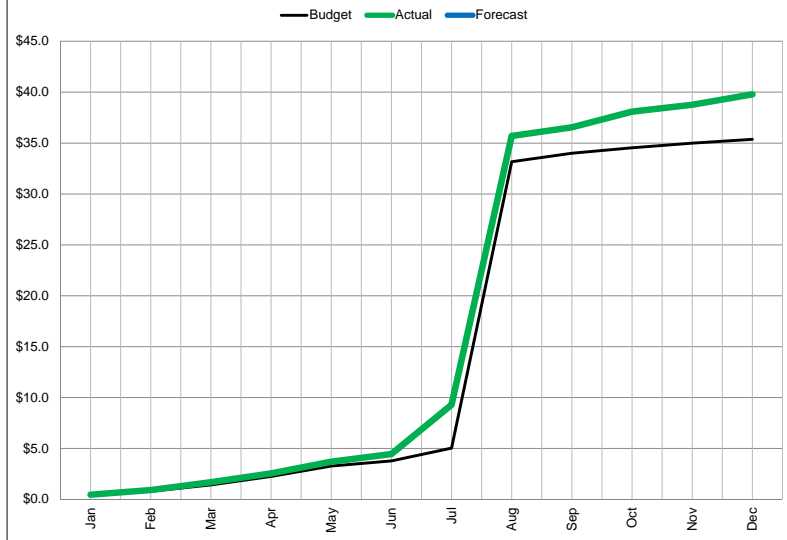
Statement of Cash Flows

As of December 31, 2015, OCFAEC's cash on hand is \$33,577,520, an increase of \$4,758,189 during 2015. Operating activities have resulted in a net cash inflow of \$9,241,743 for the year. Investing activities in the form of capital expenditures have resulted in a net outflow of \$4,596,054 for the year.

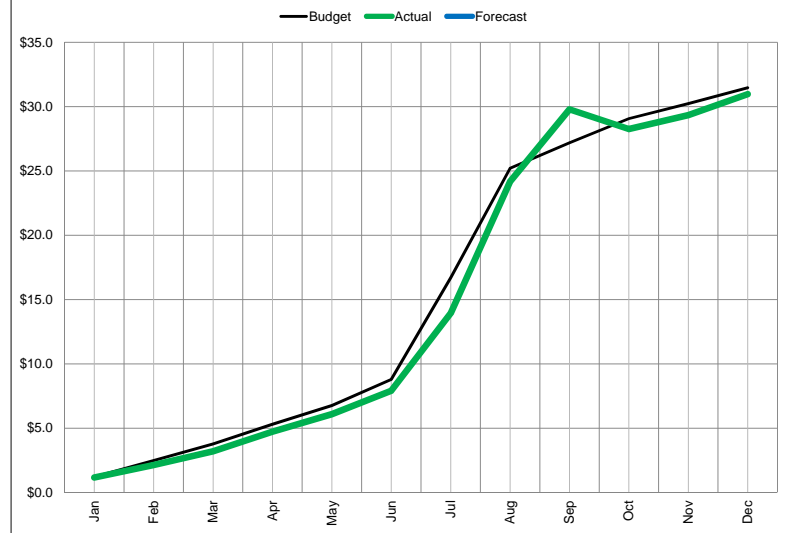
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of December 31, 2015

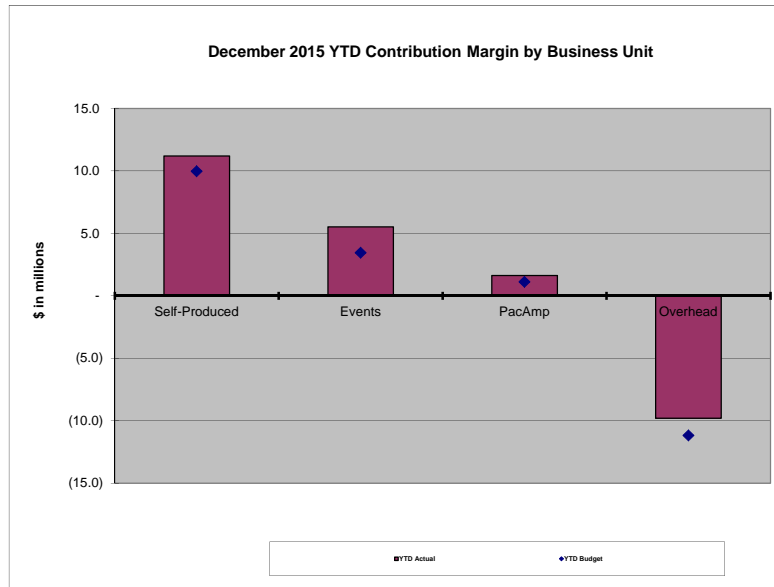


December 2015 YTD Revenue Performance



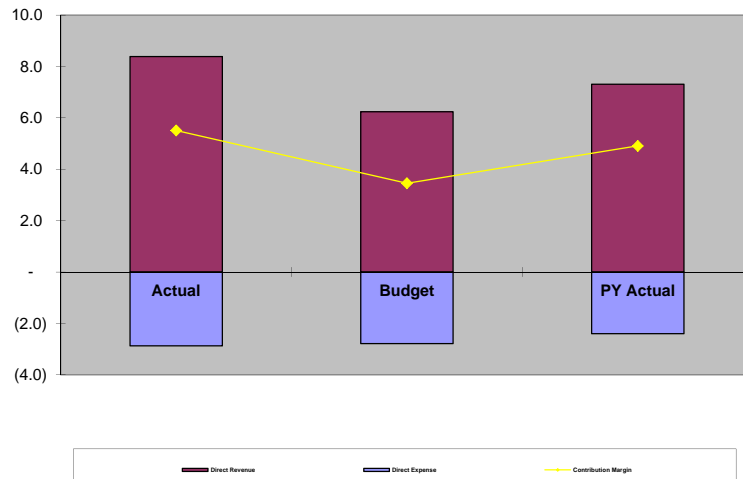
December 2015 YTD Operating Expense Performance





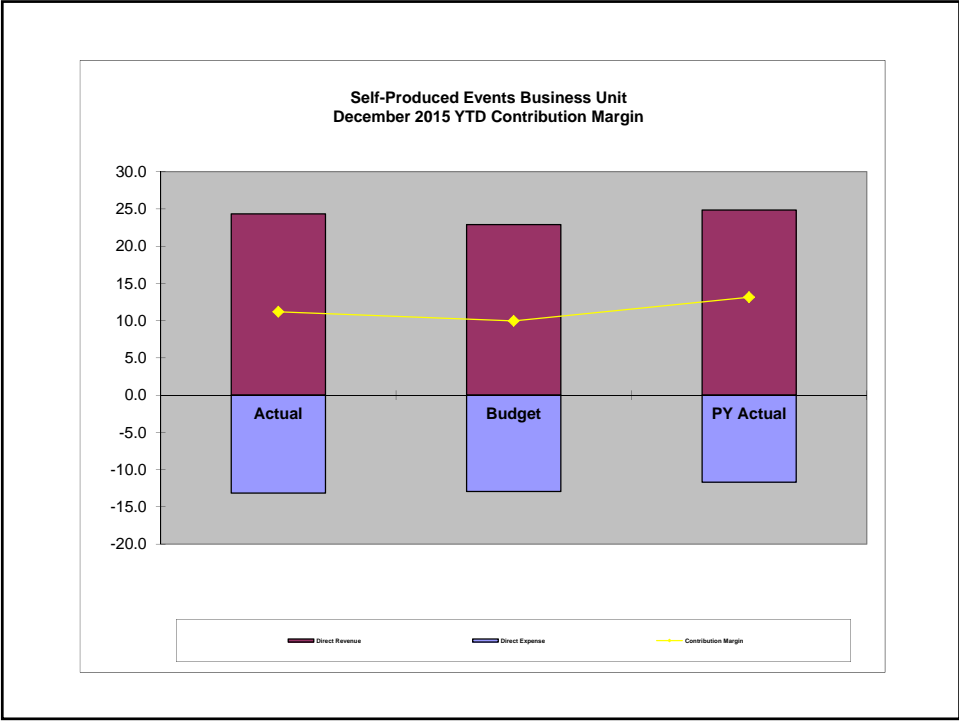
OC Fair & Event Center					
Cash Flow Summary by Business Unit					
Year to Date as of December, 2015					
	2015	2015	2014	2015	
	Year to Date	Year to Date	Year to Date	Full Year	
	Actual	Budget	Actual	Budget	
Contribution Margins:					
Self-Produced Events Business Unit	11.2	10.0	13.2	10.0	
Events Business Unit	5.5	3.5	4.9	3.5	
Pacific Amphitheatre Business Unit	1.6	1.1	1.5	1.1	
Total Business Unit Contribution Margin	18.3	14.5	19.6	14.5	
Net Overhead Expense (Cash)	(9.8)	(11.2)	(9.7)	(11.2)	
Net Cash Provided (Used) Subtotal	8.5	3.4	9.9	3.4	
Major Projects	(0.2)	(0.5)	(0.2)	(0.5)	
Capital Expenditures	(4.6)		(7.9)		
Balance Sheet Changes	0.7		(0.7)		
Net Increase (Decrease) in Cash	4.4	2.8	1.1	2.8	

**Year-Round Events Business Unit
December 2015 YTD Contribution Margin**



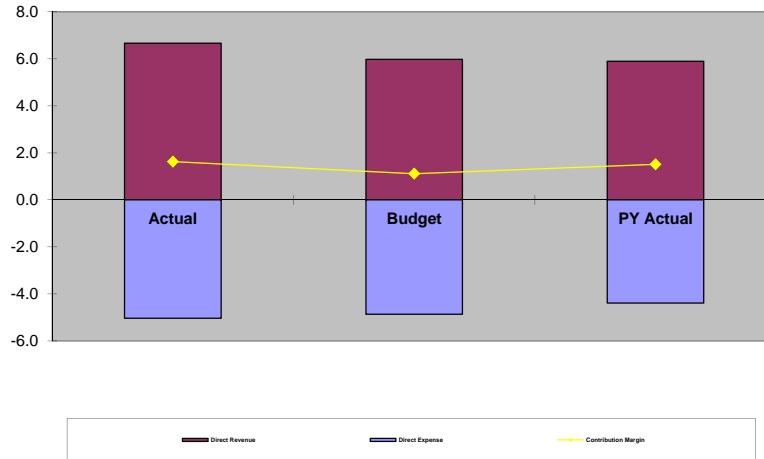
**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of December, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$3.3	\$2.8	\$3.5	\$2.8
Personnel Services	1.3	0.8	1.0	0.8
Concessions	1.1	0.7	0.7	0.7
Equipment Rentals	0.6	0.5	0.6	0.5
Admissions/Parking	2.1	1.3	1.5	1.3
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	8.4	6.2	7.3	6.2
Payroll/Related	2.0	2.0	1.8	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	0.4	0.4	0.3	0.4
Marketing/Related	0.1	0.1	0.1	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	2.9	2.8	2.4	2.8
Contribution to Overhead and CapEx	\$5.5	\$3.5	\$4.9	\$3.5

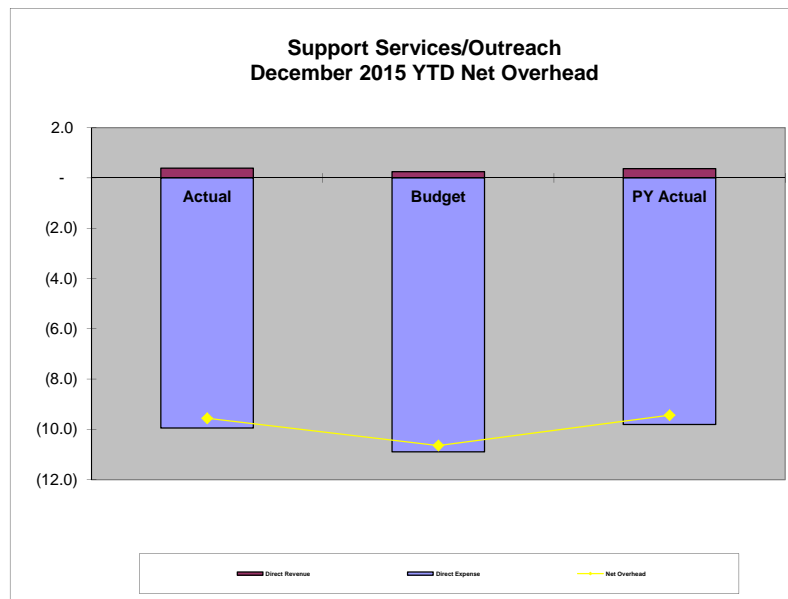


Self-Produced Events Business Unit				
Contribution Margin Statement				
Year to Date as of December, 2015				
	2015	2015	2014	2015
	Year to Date	Year to Date	Year to Date	Full Year
	Actual	Budget	Actual	Budget
Admissions	\$7.8	\$7.7	\$8.3	\$7.7
Concessions	6.5	6.0	6.5	6.0
Carnival	3.5	3.1	3.5	3.1
Sponsorships	1.7	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	24.3	22.9	24.8	22.9
Payroll/Related	4.4	4.3	4.0	4.3
Outside Services	2.0	2.1	1.5	2.1
Marketing/Related	1.3	1.2	1.3	1.2
Supplies/Equipment/Rentals	2.6	2.6	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	13.1	12.9	11.7	12.9
Contribution to Overhead and CapEx	\$11.2	\$10.0	\$13.2	\$10.0

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



Pacific Amphitheatre Business Unit					
Contribution Margin Statement					
Year to Date as of December, 2015					
	2015	2015	2014	2015	
	Year to Date	Year to Date	Year to Date	Full Year	
	Actual	Budget	Actual	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	0.1	0.1	0.1	0.1	
Other Revenue	0.1	0.3	0.1	0.3	
Total Direct Revenue	6.7	6.0	5.9	6.0	
Performers' Fees	3.2	3.1	2.6	3.1	
Outside Services	0.6	0.5	0.6	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	0.3	0.3	0.3	0.3	
Other Expense	0.2	0.2	0.3	0.2	
Total Direct Expense	5.0	4.9	4.4	4.9	
Contribution to Overhead and CapEx	\$1.6	\$1.1	\$1.5	\$1.1	



Support Services/Outreach Business Unit				
Net Overhead Summary				
Year to Date as of December, 2015				
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.2	\$0.1
Total Revenue	\$0.4	\$0.3	\$0.4	\$0.3
Payroll/Related	\$6.3	\$7.5	\$5.9	\$7.5
Facility/Related	\$2.0	\$1.9	\$2.0	\$1.9
Supplies/Telephone/Postage	\$0.8	\$0.6	\$0.7	\$0.6
Outside Services	\$0.3	\$0.4	\$0.7	\$0.4
Insurance	\$0.3	\$0.3	\$0.3	\$0.3
Other Expense	\$0.2	\$0.2	\$0.2	\$0.2
Total Expense	\$9.9	\$10.9	\$9.8	\$10.9
Net Overhead	(\$9.6)	(\$10.6)	(\$9.4)	(\$10.6)
Non-Cash Expenses:				
Depreciation Expense	\$3.0	\$2.4	\$2.7	\$2.4
Total Non-Cash Expense	\$3.0	\$2.4	\$2.7	\$2.4

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
December 31, 2015 and 2014**

	2015	2014
Assets		
Cash	\$ 2,356,332	\$ 579,300
Investments	31,221,188	28,240,032
Accounts Receivable	299,045	610,130
Reserve for Bad Debt	(18,283)	(11,850)
Notes Receivable	253,158	-
Deferred Expenses	19,583	18,799
Prepaid Assets	-	-
Total Assets	34,131,022	29,436,410
Capital Projects in Process	\$ 266,877	\$ 12,234,592
Land	133,553	133,553
Buildings and Improvements	46,599,241	32,964,758
Equipment	405,262	458,744
Total Capital	47,404,933	45,791,648
Total Assets	\$ 81,535,956	\$ 75,228,058
Liabilities		
Accounts Payable	\$ 608,565	\$ 400,119
Deferred Revenue	212,359	254,638
Payroll Liabilities	368,089	313,889
Deposits	30,127	30,000
Other Liabilities	436,674	-
Compensated Absences Liability	935,843	962,269
Total Liabilities	2,591,657	1,960,915
Net Resources		
Investment in Capital Assets	\$ 47,404,934	\$ 45,791,648
Net Resources - Designated Use	859,341	809,341
Restricted Capital	112,500	-
Net Resources Available for Operations	24,988,947	19,494,087
Net Resources - Auction Fund	13,921	20,981
	73,379,642	66,116,056
Net Proceeds from Operations	5,564,656	7,151,087
Total Net Resources	78,944,299	73,267,142
Total Liabilities and Net Resources	\$ 81,535,956	\$ 75,228,058

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of December, 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	1,478,345	1,444,000	34,345	2.4%	1,460,983	17,362	1.2%	1,444,000
Carnival and Concessions Revenue	10,410,793	9,434,000	976,793	10.4%	10,421,485	(10,692)	-0.1%	9,434,000
Exhibits Revenue	117,748	91,000	26,748	29.4%	102,588	15,161	14.8%	91,000
Attractions Revenue	4,040,999	3,886,300	154,699	4.0%	3,394,305	646,693	19.1%	3,886,300
Miscellaneous Revenue	5,135,700	4,774,000	361,700	7.6%	5,259,192	(123,491)	-2.3%	4,774,000
Total OCFEC-Produced Event Revenue	30,844,642	28,778,300	2,066,342	7.2%	30,658,882	185,760	0.6%	28,778,300
Facility Rental Revenue	3,302,259	2,771,534	530,725	19.1%	3,456,837	(154,578)	-4.5%	2,771,534
Other Event Revenue	5,218,117	3,432,700	1,785,417	52.0%	3,797,254	1,420,863	37.4%	3,432,700
Equestrian Center Revenue	118,163	100,000	18,163	18.2%	104,185	13,978	13.4%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	143,464	109,415	34,049	31.1%	122,529	20,935	17.1%	109,415
Total Rental Revenue	8,782,003	6,413,649	2,368,354	36.9%	7,480,806	1,301,197	17.4%	6,413,649
Interest Earnings	96,793	63,000	33,793	53.6%	83,405	13,388	16.1%	63,000
Grants	61,231	-	61,231	N/A	79,530	(18,299)	-23.0%	-
Revenue from Sale of Assets	-	-	-	N/A	1,654	(1,654)	-100.0%	-
Other Non-Operating Revenue	378	112,500	(112,122)	-99.7%	112,500	(112,122)	-99.7%	112,500
Prior Year Revenue	333	-	333	N/A	-	333	N/A	-
Total Non-Operating Revenue	158,735	175,500	(16,765)	-9.6%	277,089	(118,354)	-42.7%	175,500
Total Revenue	\$ 39,785,380	\$ 35,367,449	\$ 4,417,931	12.5%	\$ 38,416,776	\$ 1,368,604	3.6%	\$ 35,367,449
Expenses								
Payroll and Related Expense	\$ 13,013,253	\$ 14,008,769	\$ 995,516	7.1%	\$ 11,903,027	\$ (1,110,227)	-9.3%	\$ 14,008,769
Professional Services Expense	3,121,418	3,246,653	125,235	3.9%	2,845,940	(275,478)	-9.7%	3,246,653
Directors Expense	14,334	11,600	(2,734)	-23.6%	13,175	(1,159)	-8.8%	11,600
Insurance Expense	310,185	297,850	(12,335)	-4.1%	286,771	(23,414)	-8.2%	297,850
Telephone & Postage Expense	140,741	129,866	(10,875)	-8.4%	114,124	(26,616)	-23.3%	129,866
Supplies and Equipment Expense	3,948,194	3,632,573	(315,621)	-8.7%	3,402,091	(546,102)	-16.1%	3,632,573
Facility and Related Expense	3,564,120	3,352,915	(211,205)	-6.3%	3,380,830	(183,290)	-5.4%	3,352,915
Publicity & Related Expense	1,775,813	1,664,665	(111,148)	-6.7%	1,729,533	(46,279)	-2.7%	1,664,665
Attractions Expense	4,213,663	4,238,584	24,921	0.6%	3,779,020	(434,642)	-11.5%	4,238,584
Other Self-Prod Event Expense	276,350	256,083	(20,267)	-7.9%	252,060	(24,290)	-9.6%	256,083
Premium Expense	109,971	121,245	11,274	9.3%	116,020	6,049	5.2%	121,245
Other Operating Expense	490,080	515,410	25,330	4.9%	414,556	(75,524)	-18.2%	515,410
Total Operating Expense	30,978,122	31,476,213	498,091	1.6%	28,237,147	(2,740,974)	-9.7%	31,476,213
Depreciation Expense	2,982,769	2,389,130	(593,639)	-24.8%	2,748,649	(234,120)	-8.5%	2,389,130
Major Projects	231,026	528,000	296,974	56.2%	232,426	1,400	0.6%	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	28,807	-	(28,807)	N/A	47,468	18,661	N/A	-
Total Non-Operating Expense	3,242,602	2,917,130	(325,472)	-11.2%	3,028,542	(214,060)	-7.1%	2,917,130
Total Expense	\$ 34,220,724	\$ 34,393,343	\$ 172,619	-9.6%	\$ 31,265,690	\$ (2,955,034)	-16.8%	\$ 34,393,343
Net Proceeds	\$ 5,564,656	\$ 974,106	\$ 4,590,550	471.3%	\$ 7,151,087	\$ (1,586,430)	-22.2%	\$ 974,106

32nd DAA - OC Fair & Event Center
Statements of Cash Flows (Unaudited)
For the Years Ended December 31, 2015 and 2014

Cash Flows from Operating Activities:	2015	2014
Excess of Revenue Over Expenses:	<u>\$5,564,656</u>	<u>7,151,087</u>
Non-Cash Changes to Net Income:		
Gain on Sale of Equipment		(1,654)
Depreciation Expense	<u>2,982,769</u>	<u>2,783,720</u>
Balance Sheet Activity:		
(Incr) Decr in Accounts Receivable	317,518	(181,437)
(Incr) Decr in Notes Receivable	(253,158)	0
(Incr) Decr in Deferred Expenses	(784)	(149)
Incr (Decr) in Accounts Payable	262,646	(477,101)
Incr (Decr) in Other Liabilities	394,522	37,922
Incr (Decr) in Compensated Absences Liability	(26,426)	(45,261)
Subtotal	<u>694,318</u>	<u>(666,026)</u>
Net Cash Provided (Used) by Operating Activities	<u>9,241,743</u>	<u>9,267,127</u>
Cash from Capital Related Financing Activities:		
Proceeds of Capital Contributions ¹	<u>112,500</u>	<u>0</u>
Cash Flows from Investing Activities:		
(Incr) Decr in Buildings and Improvements	(16,384,008)	(362,690)
(Incr) Decr in Equipment	(179,761)	(288,237)
(Incr) Decr in Capital Projects in Progress	11,967,715	(7,231,955)
Proceeds from Sale of Equipment	0	1,654
Net Cash Provided (Used) by Investing Activities	<u>(4,596,054)</u>	<u>(7,881,228)</u>
Net Increase (Decrease) in Cash	4,758,189	1,385,899
Cash at the Beginning of Year	28,819,331	27,433,432
Cash at the End of Period	<u>\$33,577,520</u>	<u>\$28,819,331</u>

¹ Increase Due to Reclassification of Donations Account to Net Resources.

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

Description	2015 Budget	2015 Spent	2015 Remaining
Buildings and Improvements			
Pac Amp Renovation	4,400,000	3,782,351	617,649
West End Facility Electrical	0	95,082	(95,082)
AG Memorial	111,000	78,318	32,682
Livestock Lane: Electrical Upgrade	0	9,356	(9,356)
Parking: Signage	0	(6,609)	6,609
Arena: Rest Room Trailer Remodel	25,000	14,054	10,946
ASA: Asphalt Repair & Replace	60,000	28,851	31,149
ASA: Re-Roof & Structure Repair	210,000	9,369	200,631
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	7,662	37,338
Pac Amp: Seat Replacement	1,500,000	58,556	1,441,444
Ranch Bldg: Remodel	88,000	68,501	19,499
Ranch Bldg: Water Clarifier	18,000	0	18,000
Hero's Hall	1,000,000	41,991	958,009
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	30,381	(5,381)
Total Buildings and Improvements	8,621,000	4,341,917	4,279,083
Carnival Improvements			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	4,005	45,995
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	74,376	705,624
Equipment			
Compressor: Towable/Portable	18,000	19,971	(1,971)
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
Skyjack Scissor Lift	0	7,951	(7,951)
Total Equipment	251,000	179,761	71,239
Total Capital Expenditures	9,652,000	4,596,055	5,055,945
Major Projects			
Org Needs Assessment	0	4,383	(4,383)
Landscape: Perimeter Irrigation System	0	2,900	(2,900)
ASA: Painting	180,000	2,013	177,987
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	231,026	296,974
Total Capital Expenditures & Major Projects	10,180,000	4,827,081	5,352,919



The following financial reports as of January 31, 2016 are enclosed for your reference.

Balance Sheet

There are no significant changes to the balance sheet.

Income Statement

January 2016 expenses exceed revenues by \$986,804, which is favorable to the budgeted net negative proceeds of (\$1,686,191) by \$699,387. Excluding Major Projects, for which the entire 2016 budget of \$681K was recorded in January, net proceeds year-to-date are favorable to budget by \$34,419.

Total year-to-date revenues of \$552,701 exceed budgeted revenues by \$113,532. This increase is due primarily to Facility Rental Revenue and other Event Revenue for our year round events.

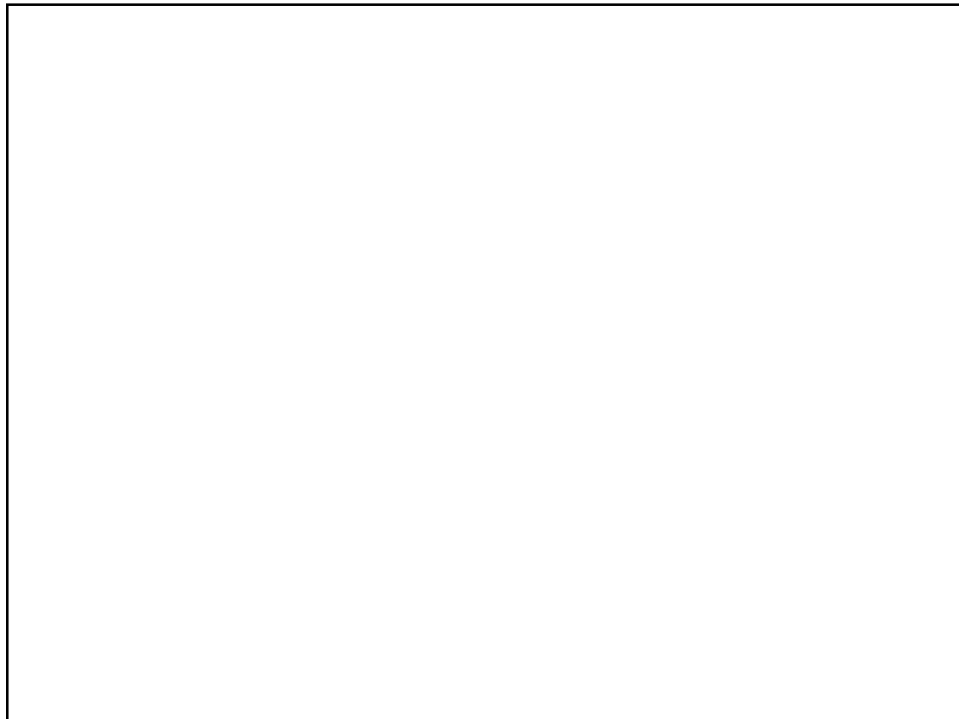
Total year-to-date operating expenses of \$1,289,130 are more than budgeted by \$79K. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2016 OC Fair. Payroll and Related expense is favorable to budget by \$101K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$32K primarily due to timing of Marketing account and media services budgeted for the 2016 OC Fair. Insurance Expense of \$208K is over budget due to rescheduling the required payment for annual general liability insurance from July to January when budgeted amounts were allocated on a monthly basis.

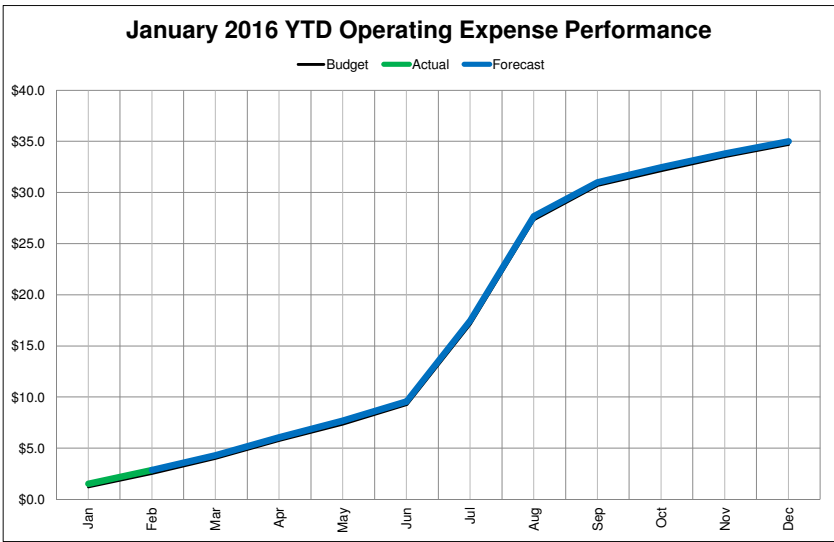
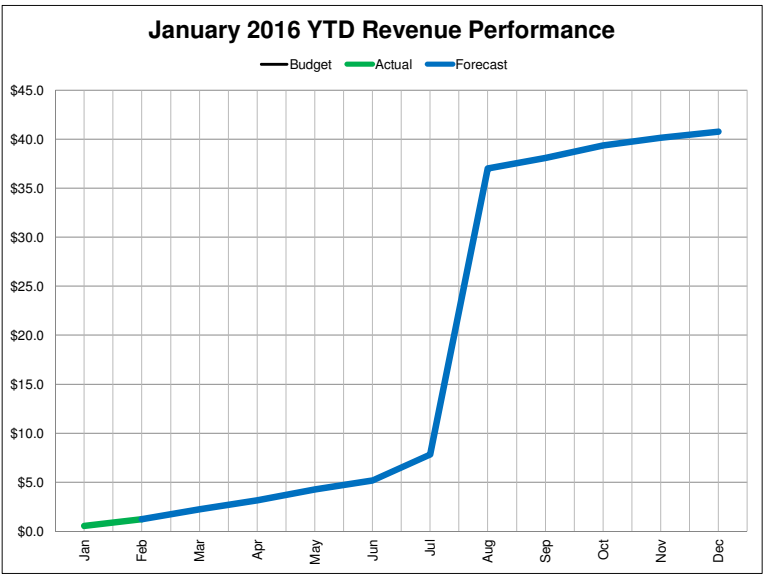
Statement of Cash Flows

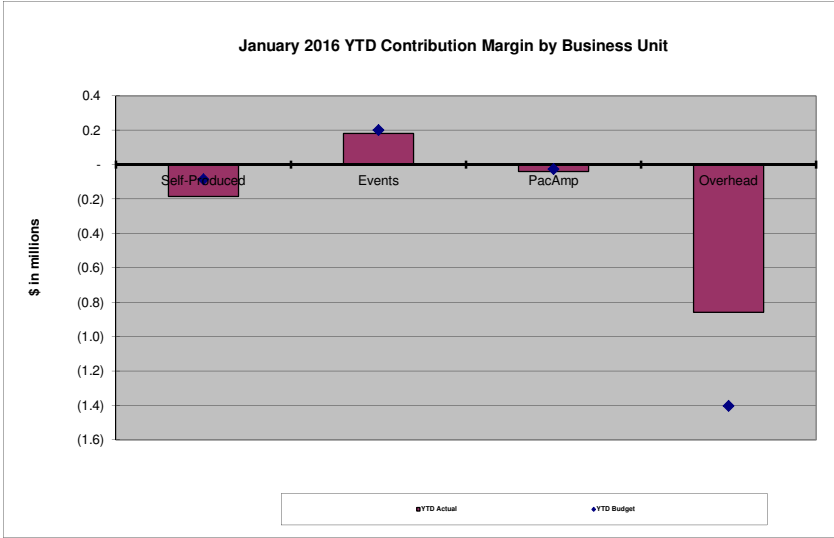
As of January 31, 2016, OC FEC's cash on hand is \$31,821,767, a decrease of \$1,755,753 during 2016. Operating activities have resulted in a net cash outflow of \$1,574,328 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$181,425 to date.

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

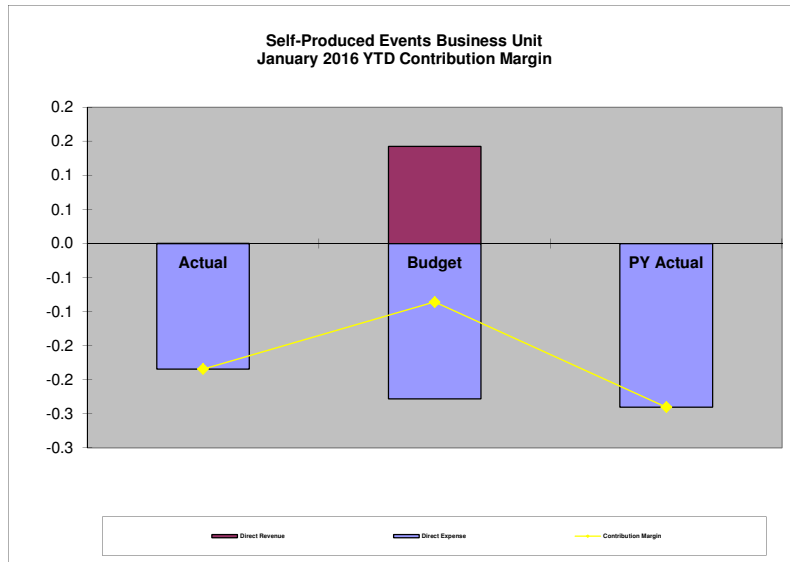
As of January 31, 2016





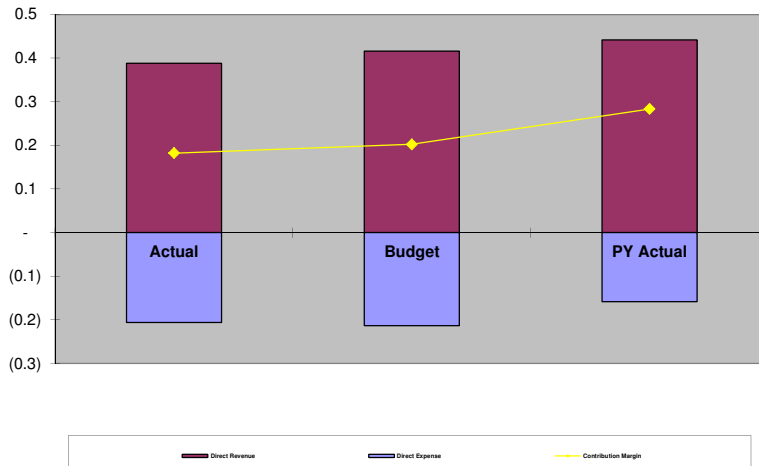


OC Fair & Event Center					
Cash Flow Summary by Business Unit					
Year to Date as of January, 2016					
	2016	2016	2015	2016	
	Year to Date	Year to Date	Year to Date	Full Year	
	Actual	Budget	Actual	Budget	
Contribution Margins:					
Self-Produced Events Business Unit	(0.2)	(0.1)	(0.2)	10.7	
Events Business Unit	0.2	0.2	0.3	4.7	
Pacific Amphitheatre Business Unit	(0.0)	(0.0)	(0.0)	2.5	
Total Business Unit Contribution Margin	(0.0)	0.1	0.0	17.9	
Net Overhead Expense (Cash)	(0.9)	(1.4)	(0.7)	(12.5)	
Net Cash Provided (Used) Subtotal	(0.9)	(1.3)	(0.7)	5.4	
Major Projects	(0.0)	(0.7)	-	(0.7)	
Capital Expenditures	(0.2)		(0.1)		
Balance Sheet Changes	(0.7)		(0.2)		
Net Increase (Decrease) in Cash	(1.8)	(2.0)	(1.0)	4.7	



Self-Produced Events Business Unit				
Contribution Margin Statement				
Year to Date as of January, 2016				
	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$8.3
Concessions	0.0	0.0	0.0	6.6
Carnival	0.0	0.0	0.0	3.6
Sponsorships	0.0	0.1	0.0	1.7
Commercial Space	0.0	0.0	0.0	1.5
Parking	0.0	0.0	0.0	2.3
Other Revenue	0.0	0.0	0.0	1.0
Total Direct Revenue	0.0	0.1	0.0	25.0
Payroll/Related	0.1	0.2	0.1	5.2
Outside Services	0.0	0.0	0.1	2.2
Marketing/Related	0.0	0.0	0.0	1.6
Supplies/Equipment/Rentals	0.0	0.0	0.0	2.5
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.0	0.0	0.0	1.7
Total Direct Expense	0.2	0.2	0.2	14.4
Contribution to Overhead and CapEx	(\$0.2)	(\$0.1)	(\$0.2)	\$10.7

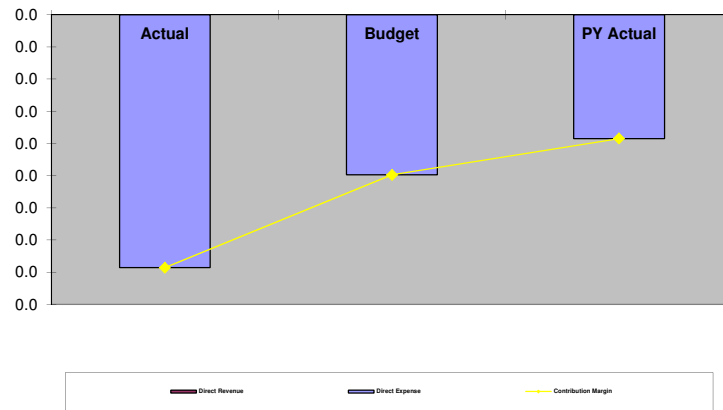
**Year-Round Events Business Unit
January 2016 YTD Contribution Margin**



**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of January, 2016**

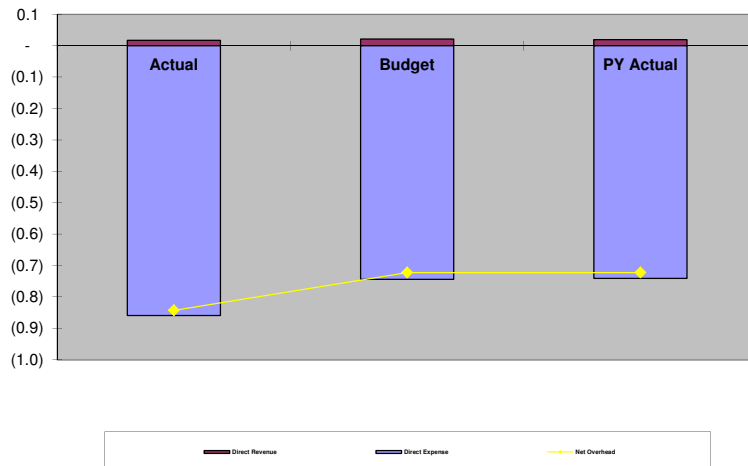
	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Rental of Facilities	\$0.1	\$0.3	\$0.3	\$3.3
Personnel Services	0.1	0.0	0.0	1.1
Concessions	0.0	0.0	0.0	0.9
Equipment Rentals	0.0	0.0	0.0	0.5
Admissions/Parking	0.1	0.1	0.1	1.9
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	0.4	0.4	0.4	7.8
Payroll/Related	0.2	0.2	0.1	2.2
Outside Services	0.0	0.0	0.0	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.1
Facility/Related	0.0	0.0	0.0	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	0.2	0.2	0.2	3.1
Contribution to Overhead and CapEx	\$0.2	\$0.2	\$0.3	\$4.7

**Pacific Amphitheatre Business Unit
January 2016 YTD Contribution Margin**



Pacific Amphitheatre Business Unit					
Contribution Margin Statement					
Year to Date as of January, 2016					
	2016	2016	2015	2016	
	Year to Date	Year to Date	Year to Date	Full Year	
	Actual	Budget	Actual	Budget	
Ticket Sales	\$0.0	\$0.0	\$0.0	\$5.7	
Facility Fee	0.0	0.0	0.0	0.8	
Concessions	0.0	0.0	0.0	0.5	
Parking	0.0	0.0	0.0	0.5	
Sponsorship	0.0	0.0	0.0	0.1	
Other Revenue	0.0	0.0	0.0	0.1	
Total Direct Revenue	0.0	0.0	0.0	7.7	
Performers' Fees	0.0	0.0	0.0	3.4	
Outside Services	0.0	0.0	0.0	0.5	
Marketing/Related	0.0	0.0	0.0	0.2	
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.6	
Payroll/Related	0.0	0.0	0.0	0.2	
Other Expense	0.0	0.0	0.0	0.2	
Total Direct Expense	0.0	0.0	0.0	5.1	
Contribution to Overhead and CapEx	(\$0.0)	(\$0.0)	(\$0.0)	\$2.5	

**Support Services/Outreach
January 2016 YTD Net Overhead**



**Support Services/Outreach Business Unit
Net Overhead Summary**

Year to Date as of January, 2016

	2016 Year to Date Actual	2016 Year to Date Budget	2015 Year to Date Actual	2016 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.0	\$0.0	\$0.0	\$0.1
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.1
Total Revenue	\$0.0	\$0.0	\$0.0	\$0.3
Payroll/Related	\$0.5	\$0.5	\$0.4	\$7.2
Facility/Related	\$0.1	\$0.1	\$0.0	\$3.1
Supplies/Telephone/Postage	\$0.1	\$0.1	\$0.1	\$0.8
Outside Services	\$0.0	\$0.0	\$0.0	\$0.4
Insurance	\$0.2	\$0.0	\$0.2	\$0.3
Other Expense	\$0.0	\$0.0	\$0.0	\$0.3
Total Expense	\$0.9	\$0.7	\$0.7	\$12.1
Net Overhead	(\$0.8)	(\$0.7)	(\$0.7)	(\$11.8)
Major Projects	\$0.0	\$0.7	\$0.0	\$0.7
Non-Cash Expenses:				
Depreciation Expense	\$0.2	\$0.2	\$0.2	\$2.8
Total Non-Cash Expense	\$0.2	\$0.2	\$0.2	\$2.8

32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
January 31, 2016 and 2015

	2016	2015
Assets		
Cash	\$ 570,249	\$ 825,875
Investments	31,251,517	26,959,330
Accounts Receivable	1,061,716	915,659
Reserve for Bad Debt	(18,283)	(11,850)
Notes Receivable	253,158	-
Deferred Expenses	568,001	475,523
Prepaid Assets	-	-
Total Assets	33,686,358	29,164,537
Capital Projects in Process	\$ 448,302	\$ 12,327,287
Land	133,553	133,553
Buildings and Improvements	46,378,511	32,781,220
Equipment	391,651	443,188
Total Capital	47,352,017	45,685,248
Total Assets	\$ 81,038,375	\$ 74,849,785
Liabilities		
Accounts Payable	\$ 425,229	\$ 468,141
Deferred Revenue	936,767	743,276
Payroll Liabilities	314,816	274,926
Deposits	31,551	30,700
Other Liabilities	436,674	-
Compensated Absences Liability	935,843	962,269
Total Liabilities	3,080,880	2,479,312
Net Resources		
Investment in Capital Assets	\$ 47,352,017	\$ 45,685,248
Net Resources - Designated Use	859,341	809,341
Restricted Capital	112,500	-
Net Resources Available for Operations	30,606,519	26,751,573
Net Resources - Auction Fund	13,921	20,981
	78,944,299	73,267,142
Net Proceeds from Operations	(986,804)	(896,670)
Total Net Resources	77,957,495	72,370,473
Total Liabilities and Net Resources	\$ 81,038,375	\$ 74,849,785

32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of January, 2016

	2016 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2015 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2016 Budget
Revenues								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 10,119,050
Commercial Space Rental Revenue	-	-	-	N/A	-	-	N/A	1,496,100
Carnival and Concessions Revenue	-	-	-	N/A	-	-	N/A	10,709,272
Exhibits Revenue	320	300	20	6.7%	333	(13)	-3.9%	116,685
Attractions Revenue	-	100	(100)	-100.0%	-	-	N/A	4,972,265
Miscellaneous Revenue	-	1,367	(1,367)	-100.0%	50	(50)	-100.0%	5,153,854
Total OCFEC-Produced Event Revenue	320	1,767	(1,447)	-81.9%	383	(63)	-16.4%	32,567,226
Facility Rental Revenue	276,693	250,575	26,118	10.4%	259,522	17,172	6.6%	3,296,876
Other Event Revenue	258,854	165,517	93,337	56.4%	181,427	77,427	42.7%	4,638,970
Equestrian Center Revenue	-	9,100	(9,100)	-100.0%	9,046	(9,046)	-100.0%	106,600
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	5,219	1,235	3,984	322.6%	4,457	762	17.1%	57,045
Total Rental Revenue	540,766	426,427	114,339	26.8%	454,452	86,314	19.0%	8,099,491
Interest Earnings	11,615	7,225	4,390	60.8%	6,278	5,338	85.0%	86,700
Grants	-	3,750	(3,750)	-100.0%	-	-	N/A	45,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	-	-	-	N/A	-	-	N/A	-
Prior Year Revenue	-	-	-	N/A	-	-	N/A	-
Total Non-Operating Revenue	11,615	10,975	640	5.8%	6,278	5,338	85.0%	131,700
Total Revenue	\$ 552,701	\$ 439,169	\$ 113,532	25.9%	\$ 461,113	\$ 91,588	19.9%	\$ 40,798,417
Expenses								
Payroll and Related Expense	\$ 782,251	\$ 882,955	\$ 100,705	11.4%	\$ 681,767	\$ (100,483)	-14.7%	\$ 14,780,871
Professional Services Expense	56,610	88,720	32,110	36.2%	124,929	68,319	54.7%	3,337,897
Directors Expense	222	1,292	1,070	82.8%	52	(170)	-323.7%	15,500
Insurance Expense	208,108	25,833	(182,275)	-705.6%	215,442	7,334	3.4%	312,390
Telephone & Postage Expense	24,961	10,391	(14,570)	-140.2%	9,000	(15,961)	-177.3%	168,109
Supplies and Equipment Expense	53,224	77,006	23,782	30.9%	47,213	(6,012)	-12.7%	3,868,536
Facility and Related Expense	114,728	94,535	(20,193)	-21.4%	63,959	(50,770)	-79.4%	4,643,356
Publicity & Related Expense	32,390	19,189	(13,201)	-68.8%	10,859	(21,531)	-198.3%	2,100,165
Attractions Expense	-	-	-	N/A	-	-	N/A	4,548,679
Other Self-Prod Event Expense	-	-	-	N/A	-	-	N/A	250,172
Premium Expense	-	417	417	100.0%	-	-	N/A	117,004
Other Operating Expense	16,637	9,679	(6,957)	-71.9%	3,881	(12,755)	-328.6%	548,903
Total Operating Expense	1,289,130	1,210,017	(79,113)	-6.5%	1,157,103	(132,028)	-11.4%	34,691,583
Depreciation Expense	234,342	234,342	-	0.0%	199,094	(35,248)	-17.7%	2,812,104
Major Projects	16,032	681,000	664,968	97.6%	-	(16,032)	N/A	681,000
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	-	-	-	N/A	1,585	1,585	N/A	-
Total Non-Operating Expense	250,374	915,342	664,968	72.6%	200,679	(49,695)	-24.8%	3,493,104
Total Expense	\$ 1,539,505	\$ 2,125,359	\$ 585,854	66.1%	\$ 1,357,782	\$ (181,723)	-36.2%	\$ 38,184,687
Net Proceeds	\$ (986,804)	\$ (1,686,191)	\$ 699,387	41.5%	\$ (896,670)	\$ (90,134)	-10.1%	\$ 2,613,730

32nd DAA - OC Fair & Event Center
Statements of Cash Flows (Unaudited)
For the Periods Ended January 31, 2016 and 2015

Cash Flows from Operating Activities:	2016	2015
Excess of Revenue Over Expenses:	<u>(\$986,804)</u>	<u>(896,670)</u>
Non-Cash Changes to Net Income:		
Depreciation Expense	<u>234,342</u>	<u>199,094</u>
Balance Sheet Activity:		
(Incr) Decr in Accounts Receivable	(762,671)	(305,529)
(Incr) Decr in Notes Receivable	0	(456,724)
(Incr) Decr in Deferred Expenses	(548,418)	0
Incr (Decr) in Accounts Payable	(236,609)	29,059
Incr (Decr) in Other Liabilities	725,832	489,338
Incr (Decr) in Compensated Absences Liability	0	0
Subtotal	<u>(821,866)</u>	<u>(243,856)</u>
Net Cash Provided (Used) by Operating Activities	<u>(1,574,328)</u>	<u>(941,432)</u>
Cash Flows from Investing Activities:		
(Incr) Decr in Buildings and Improvements	0	0
(Incr) Decr in Equipment	0	0
(Incr) Decr in Capital Projects in Progress	<u>(181,425)</u>	<u>(92,695)</u>
Net Cash Provided (Used) by Investing Activities	<u>(181,425)</u>	<u>(92,695)</u>
Net Increase (Decrease) in Cash	(\$1,755,753)	(\$1,034,127)
Cash at the Beginning of Year	33,577,520	28,819,331
Cash at the End of Period	<u><u>\$31,821,767</u></u>	<u><u>\$27,785,204</u></u>

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
January, 2016

Description	2016 Budget	2016 Spent	2016 Remaining
Buildings and Improvements			
AG Memorial	75,000	0	75,000
Arena: RR Trailer Remodel	0	7,441	(7,441)
ASA: Re-Roof & Structure Repair	210,000	13,873	196,127
Century Barn Replacement	180,000	1,356	178,644
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
Pac Amp: Fall Protection System	0	569	(569)
Pac Amp: Seat Replacement	1,200,000	20,980	1,179,020
Hero's Hall	3,120,000	137,207	2,982,793
Parking: Signage	80,000	0	80,000
Bldg 10: Roof	300,000	0	300,000
Bldg 10: HVAC	307,000	0	307,000
Bldg 12: Gutter Installation	20,000	0	20,000
Bldg 14: Roof	50,000	0	50,000
Cent Farm: Pipe Corral	80,000	0	80,000
Event Ops: Paneling	13,000	0	13,000
Gate 10: Asphalt Repair	40,000	0	40,000
Grnds: Asphalt Repairs	200,000	0	200,000
Landscape Layout Redesign	75,000	0	75,000
Livestock Judging Roof	70,000	0	70,000
Pac Amp: RR Doors Roll Up	20,000	0	20,000
Parking Lot: LED Conversion	140,000	0	140,000
Pit Stop Grill: Electrical Upgrade	20,000	0	20,000
Plaza Pacifica: Turf	65,000	0	65,000
Plaza Pacifica: Asphalt Festival Area	30,000	0	30,000
Plaza Pacific: Soffit Lobby Doors	15,000	0	15,000
Plaza Pacifica: Asphalt Lower Level	170,000	0	170,000
Promenade: Light Tower Power	9,000	0	9,000
Ranch/Lvstck: Asphalt Repair	65,000	0	65,000
Ranch: Asphalt Dirt Road	25,000	0	25,000
Plaza Pacifica: Shot-Crete Wall Skim Coat	25,000	0	25,000
Landscape: Planter Bed	15,000	0	15,000
Pac Amp: Slurry	18,000	0	18,000
Total Buildings and Improvements	7,337,000	181,426	7,155,574
Carnival Improvements			
Family Fairway: Artificial Turf	100,000	0	100,000
Lot G: Asphalt Repair/Replace/Slurry/Stripe	250,000	0	250,000
Carnival: Asphalt Repair / Seal	170,000	0	170,000
Total Carnival Improvements	520,000	0	520,000
Equipment			
Portable Generator - Emergency Backup	120,000	0	120,000
Admin: Generator	250,000	0	250,000
Adobe Creative Cloud	20,000	0	20,000
Event Ops: Carts (3)	15,000	0	15,000
Exhibit Equipment	60,000	0	60,000
Maint: Forklift	90,000	0	90,000
Maint: Scissor Lift	40,000	0	40,000
Gate Ops: Magnetometers	80,000	0	80,000
Pac Amp: Slurry	8,500	0	8,500
Parking: Portable Light Tower	30,000	0	30,000
Portable Electric Panels (6)	38,000	0	38,000
Total Equipment	751,500	0	751,500
Total Capital Expenditures	8,608,500	181,426	8,427,074
Major Projects			
ASA: Painting	180,000	16,032	163,968
Chair Dolly Carts (4)	6,000	0	6,000
Computers (7)	21,000	0	21,000
Fence: Paint Perimeter Green	24,000	0	24,000
Maint: Dumpsters (10) 2 1/2 Yard	32,000	0	32,000
Master Plan	200,000	0	200,000
Pac Amp: Paint Sound Walls Blue	75,000	0	75,000
Picnic Tables (25)	15,000	0	15,000
Recycle Cans	20,000	0	20,000
Steel Foot Bridges	7,000	0	7,000
Spectra: Kitchen Canpy	75,000	0	75,000
Umbrellas (125)	26,000	0	26,000
Total Major Projects	681,000	16,032	664,968
Total Capital Expenditures & Major Projects	9,289,500	197,458	9,092,042

OC Fair & Event Center
Accounts Payable Checks Summary
January 2016

Check No.	Date	Vendor Name	Amount
78490	01/08/16	American Express	420.53
78491	01/08/16	American Express	2,774.90
78492	01/08/16	Amlon Industries, Inc.	3,142.80
78493	01/08/16	California Technology Agency	646.00
78494	01/08/16	CCS Orange County Janitorial, Inc.	277.40
78495	01/08/16	Moor+South/Pier Mngmt Co.,	48,194.75
78496	01/08/16	Crainco, Inc.	330.00
78497	01/08/16	Debra McDaniel	262.97
78498	01/08/16	US Department of Education	51.34
78499	01/08/16	Department of Human Resources Cal HR	527.00
78500	01/08/16	Event Production Solutions, LLC	4,650.02
78501	01/08/16	Fire Sprinkler Inspections, Inc.	950.00
78502	01/08/16	Franchise Tax Board	457.01
78503	01/08/16	Haitbrink Asphalt Paving, Inc.	6,080.00
78504	01/08/16	International Speedway, Inc.	3,220.80
78505	01/08/16	IRS - ACS Support - Stop 813G	18.65
78506	01/08/16	Jose Umali	216.98
78507	01/08/16	Kaiser Permanente	41,029.18
78508	01/08/16	Kathy Kramer	9.69
78509	01/08/16	Kennah Construction, Inc.	2,800.00
78510	01/08/16	Like-Nu Concrete Magic	230.00
78511	01/08/16	Melody Avena	4.91
78512	01/08/16	CA Public Employees Retirement System	49,024.83
78513	01/08/16	Pitney Bowes Inc.	576.72
78514	01/08/16	Platinum Resource Group	1,000.00
78515	01/08/16	PRG (California), Inc.	60,775.00
78516	01/08/16	Red Wing Hatchery	114.60
78517	01/08/16	Robert Valencia	30.00
78518	01/08/16	Sabrina Sakaguchi	77.51
78519	01/08/16	Quijote Corporation dba Sensis	13,507.50
78520	01/08/16	Share Our Selves	402.50
78521	01/08/16	Spectra	254.83
78522	01/08/16	State Disbursement Unit	439.72
78523	01/08/16	The Gas Company	454.72
78524	01/08/16	Titan Environmental Solutions, Inc.	780.00
78525	01/08/16	United Site Services Of America	762.08
78526	01/14/16	A & H Refrigeration, Inc.	2,064.40
78527	01/14/16	Alyssa Tyner	34.50
78528	01/14/16	Ben's Asphalt, Inc.	18,096.00
78529	01/14/16	Void	-
78530	01/14/16	California Fair Services Authority	1,667.33
78531	01/14/16	California Fairs Financing Authority	38,691.43
78532	01/14/16	CCS Orange County Janitorial, Inc.	4,365.40
78533	01/14/16	CR&A Custom, Inc.	137.91
78534	01/14/16	Department of Forestry & Fire Protection	949.56

OC Fair & Event Center
Accounts Payable Checks Summary
January 2016

Check No.	Date	Vendor Name	Amount
78535	01/14/16	Department of General Services	608.94
78536	01/14/16	Department of Human Resources Cal HR	661.50
78537	01/14/16	Department of Justice	2,040.00
78538	01/14/16	Elaine Kumamoto	33.05
78539	01/14/16	Evy Young	58.15
78540	01/14/16	Franchise Tax Board	4,805.44
78541	01/14/16	Gravity Technologies Inc.	349.00
78542	01/14/16	Jeff Wilson	12.00
78543	01/14/16	Jerry Liu & Associates	2,175.00
78544	01/14/16	Jessica Zimmerman	72.49
78545	01/14/16	Joan Hamill	60.38
78546	01/14/16	Johanna C. Svensson	36.00
78547	01/14/16	Jose Flores	39.57
78548	01/14/16	Kathlyn Keife	33.11
78549	01/14/16	Ken Karns	82.70
78550	01/14/16	Lisa Sexton	6,996.75
78551	01/14/16	Metro Network Communication, Inc. dba	426.55
78552	01/14/16	Moor+South/Pier Mngmt Co.	5,159.67
78553	01/14/16	nQativ, LLC	18,952.50
78554	01/14/16	Orange County Register - Advertising	105.00
78555	01/14/16	Pacific Clippings	59.00
78556	01/14/16	Pinnacle Petroleum, Inc.	775.61
78557	01/14/16	Platinum Resource Group	1,000.00
78558	01/14/16	PRG (California), Inc.	23,636.58
78559	01/14/16	Rammed Earth Wall Builders, LLC	1,025.00
78560	01/14/16	Rebecca Marocchi	17.81
78561	01/14/16	Red Wing Hatchery	114.60
78562	01/14/16	Ricoh Americas Corporation	3,498.38
78563	01/14/16	Robin Wachner	88.04
78564	01/14/16	Saddleback Veterinary Services, Inc.	771.00
78565	01/14/16	Sandra Cervantes	172.01
78566	01/14/16	Shannon Kubitz	12.00
78567	01/14/16	Southern California Edison	5,148.40
78568	01/14/16	Spectra	638.85
78569	01/14/16	State Disbursement Unit	331.00
78570	01/14/16	Stephen Anderson	36.00
78571	01/20/16	Allen West Mesick	400.00
78572	01/20/16	AT&T	138.16
78573	01/20/16	AT&T	7,009.48
78574	01/20/16	AT&T	311.60
78575	01/20/16	ATI Architects and Engineers	128,085.00
78576	01/20/16	Boyd & Associates, Inc.	1,105.50
78577	01/20/16	California Fairs Financing Authority	1,205.80
78578	01/20/16	California Fair Services Authority	805,180.27
78579	01/20/16	Deborah O'Hare	105.00

OC Fair & Event Center
Accounts Payable Checks Summary
January 2016

Check No.	Date	Vendor Name	Amount
78580	01/20/16	Department of General Services	1,548.66
78581	01/20/16	Eisel Enterprises, Inc.	9,005.04
78582	01/20/16	Hahn & Bowersock, Inc.	863.34
78583	01/20/16	Ken Karns	60.53
78584	01/20/16	Bianca Kulback	12.00
78585	01/20/16	Lawrence Roll-Up Doors, Inc.	1,821.12
78586	01/20/16	Malibu Kennel Club	1,364.95
78587	01/20/16	Matthew Lithgow	66.32
78588	01/20/16	Orange Mirror and Glass	230.60
78589	01/20/16	Void	-
78590	01/20/16	Pinnacle Landscape Company	682.39
78591	01/20/16	Platinum Resource Group	800.00
78592	01/20/16	Jack Quinn	52.00
78593	01/20/16	Shoreline Dog Fancier Association	1,421.95
78594	01/20/16	Spectra	49.90
78595	01/20/16	Void	-
78596	01/20/16	Teresa Dayton	12.00
78597	01/20/16	United Rentals (North America), Inc.	2,212.00
78598	01/20/16	Yule Tree Growers / Magic Trees	1,067.36
78599	01/29/16	Absolute Event Solutions	772.25
78600	01/29/16	Association of State CA Supervisors	72.00
78601	01/29/16	A & H Refrigeration, Inc.	3,200.00
78602	01/29/16	AT&T	75.16
78603	01/29/16	AT&T	248.34
78604	01/29/16	AT&T	338.60
78605	01/29/16	Bill Young Productions, Inc.	135.00
78606	01/29/16	Void	-
78607	01/29/16	Bolton Colburn	48.06
78608	01/29/16	Boyd & Associates, Inc.	486.00
78609	01/29/16	BurrellesLuce	157.96
78610	01/29/16	California Fair Services Authority	75,579.57
78611	01/29/16	CCS Orange County Janitorial, Inc.	22,721.29
78612	01/29/16	Moor+South/Pier Mngmt Co., LP (Tandem)	1,650.00
78613	01/29/16	CR&R Inc.	8,347.89
78614	01/29/16	CR&A Custom, Inc.	472.61
78615	01/29/16	DeltaCare USA	670.50
78616	01/29/16	Delta Dental Plan Of California	4,646.42
78617	01/29/16	Department of Justice	4,930.00
78618	01/29/16	Department of Human Resources Cal HR	48.00
78619	01/29/16	Experian	7,587.99
78620	01/29/16	Franchise Tax Board	79.71
78621	01/29/16	Froehlich Kow & Gong Architects, Inc.	34,692.00
78622	01/29/16	Christine Gunst	59.00
78623	01/29/16	IUOE, Craft/Maint. Division	1,350.00
78624	01/29/16	Jason Jacobsen	113.15

OC Fair & Event Center Accounts Payable Checks Summary January 2016			
Check No.	Date	Vendor Name	Amount
78625	01/29/16	Kelly Associates Management Group LLC	1,200.00
78626	01/29/16	Ken Karns	237.30
78627	01/29/16	Lisa Sexton	6,996.75
78628	01/29/16	Lopez Works, Inc.	17,210.00
78629	01/29/16	Marie Torres	30.80
78630	01/29/16	Medical and Safety Management, Inc.	5,225.00
78631	01/29/16	Mesa Water District	7,390.58
78632	01/29/16	nQativ, LLC	1,037.50
78633	01/29/16	Orange County Treasurer-Tax Collector	342.05
78634	01/29/16	Park West Landscape Maintenance, Inc.	12,850.00
78635	01/29/16	Pinnacle Landscape Company	3,975.18
78636	01/29/16	Platinum Resource Group	300.00
78637	01/29/16	Ricoh Americas Corporation	32.15
78638	01/29/16	Safeguard Health Plans	37.62
78639	01/29/16	Sectran Security, Inc.	100.00
78640	01/29/16	SEIU Local 1000 CA State Employees Asso.	1,916.55
78641	01/29/16	Southern California Edison	41,696.11
78642	01/29/16	State Disbursement Unit	433.27
78643	01/29/16	State Water Resources Control Board	4,579.00
78644	01/29/16	TalentWise, Inc.	125.00
78645	01/29/16	Verizon Wireless	1,462.48
78646	01/29/16	Wallace Laboratories, LLC	400.00
Total January 2016 AP Checks			1,631,403.36

OC Fair & Event Center Electronic Payments Summary January 2016			
Reference No.	Date	Vendor Name	Amount
E010416	01/04/16	Payroll Tax - Federal	59,609.97
E010416	01/04/16	Payroll Tax - State	6,996.27
E010416	01/04/16	Signapay Accounting - 0964	6,536.50
E010416	01/04/16	Signapay Carnival - 3185	15.00
E010416	01/04/16	Signapay JLA - 6845	10.00
E010416	01/04/16	Signapay PacAmp Merch - 5003	10.00
E010416	01/04/16	Signapay PacAmp Sales - 1608	12.95
E010516	01/05/16	AMEX Entries - 8152	0.86
E010516	01/05/16	AMEX ESS APP - 1581	22.62
E010516	01/05/16	AMEX TM - 5809	10.83
E010516	01/05/16	AMEX WiFi - 3435	0.15
E010516	01/05/16	Authorize.net Gateway - WiFi	32.35
E010516	01/05/16	Authorize.net Gateway - ESS	29.95
E010516	01/05/16	CBB Exhibit Entries - 8888	26.24
E010516	01/05/16	Gateway Services	10.00
E010516	01/05/16	Global Payments ESS - 4284	243.35
EX3745661573	01/05/16	Paypal, Inc.	59.95
E011116	01/11/16	Payroll Tax - Federal	5,814.75
E011116	01/11/16	Payroll Tax - State	516.48
E011416	01/14/16	Paymentech TM - 6990	59.24
E011616	01/19/16	Payroll Tax - Federal	51,069.84
E011616	01/19/16	Payroll Tax - State	6,488.33
E012016	01/20/16	Acct Analysis Fee	889.02
E012016	01/20/16	Paymentech TM - 6990	59.93
E012216	01/22/16	Paymentech TM - 6990	31.99
E012516	01/25/16	Paymentech TM - 6990	21.60
E012516	01/25/16	Payroll Tax - Federal	3,342.18
E012516	01/25/16	Payroll Tax - State	299.41
E012616	01/26/16	Paymentech TM - 6990	35.84
E012616	01/26/16	Payroll Tax - Federal	90.58
E012616	01/26/16	Payroll Tax - State	7.99
E012716	01/27/16	Paymentech TM - 6990	268.73
E5a54a07bab	01/27/16	US Bank	85,919.96
E201602801631	01/28/16	Cirque Du Soleil	20,000.00
E012916	01/29/16	Paymentech TM - 6990	81.71
E20160128	01/29/16	Board Of Equalization	1,247.00
Total January 2016 Electronic Payments			249,871.57



Media Contact: Communications Dept.
OC Fair & Event Center
(714) 708-1543

MUSINK, Largest Mixer and Radio Control Expo Featured at OC Fair & Event Center in March

Costa Mesa, Calif. (March 2016) – The OC Fair & Event Center is home to a variety of events throughout the year. Here is the current March 2016 events calendar:

March 2016 at the OC Fair & Event Center

4-6 **[MUSINK Tattoo Convention & Music Festival](#)**

The 9th annual MUSINK, presented by Travis Barker, is a three-day tattoo convention, car show and live music concert with over 300 world-renowned tattoo artists, hundreds of vendors, three full days of bands and the Low & Slow Car Show.

Hours: Friday 3-10 p.m., Saturday Noon-10 p.m., Sunday Noon-9 p.m.

Admission: One-Day - General \$45, VIP \$120; Three-Day - General \$120, VIP \$299 (Children 7 & younger are free)

Information: musink.org, [info \[at\] sgeworldwide \[dot\] com](mailto:info@sgeworldwide.com)

12 **[Centennial Farm Garden Class - Home Grown Tomatoes - Intermediate](#)**

If there is just one edible plant that you should choose to grow at home, it is the tomato. Nowhere else is the contrast in flavor, nutrition and variety between home-grown and store-bought more evident. This how-to class will provide all the practical knowledge necessary to easily begin growing great tomatoes today. Learn the best soil/potting mixes to buy for containers, raised beds and backyard gardens. Learn how much is enough sunshine and water for your plant. Learn which varieties easily grow great tomatoes, the best times to plant and more. Attendees are encouraged to come prepared with all their tomato plant questions.

Hours: Saturday 9:30 a.m.-Noon

Admission: \$5 (Includes materials & handouts. [Register online by Thurs., Mar. 10.](#))

Information: ocfair.com/gardenclasses, CFGardenClass@ocfair.com, (714) 708-1619

12-13 **[Radio Control Expo \(RCX\)](#) ★**

Join thousands of radio control and action technology enthusiasts from across the country as they gather to discover the latest and greatest new products and tech.

Hours: Saturday 10 a.m.-5 p.m., Sunday 10 a.m.-4 p.m.

Admission: General \$15, Child (6-12) \$5 (Children 5 & younger are free)

Information: RCX.com, [mlouck \[at\] familyevents \[dot\] com](mailto:mlouck@familyevents.com), (317) 236-6515

-
- 16** [13th Annual Orange County's Largest Mixer](#)
Join Orange County chambers of commerce and business organizations for the ultimate business networking event! Mix and mingle with 2,500 business people and 200 exhibitors representing hundreds of industries and companies in and around Orange County.
Hours: Wednesday 5-9 p.m.
Admission: \$20
Information: ocmixer.com, info [at] largestmixer [dot] com, (949) 338-8338
- 19-20** **Crossroads of the West Gun Show**
Two-day gun and western Americana show.
Hours: Saturday 9 a.m.-5 p.m., Sunday 9 a.m.-4 p.m.
Admission: \$16 (Children 12 & younger are free when accompanied by a parent or guardian)
Information: crossroadsgunshows.com, (801) 544-9125, gunshows [at] crossroadsgunshows [dot] com
- 24** [Apartment Association of Orange County \(AAOC\)](#)
Rental property owners, resident managers, realtors and property management companies can check out over 100 booths offering products and services to the rental housing industry, ranging from attorneys to water heaters and so much more. Admission and seminars are free.
Hours: Thursday 8:30 a.m.-4 p.m.
Admission: Free
Information: aaoc.com, info [at] aaoc [dot] com, (714) 245-9500
- 25 & 27** **Calvary Chapel Costa Mesa [Good Friday](#) & [Easter Sunday](#) Services** ★
Calvary Chapel Costa Mesa invites everyone for Good Friday worship and communion service, Easter Sunrise Services and Easter Sunday Services.
Hours: Friday 7-9 p.m., Sunday 6 a.m. & 10 a.m.
Admission: Free
Information: easter.cccm.com, cmclean [at] cccm [dot] com, (714) 979-4422

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

March 2016 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: Monday-Friday 1-4 p.m., Saturday-Sunday 9 a.m.-4 p.m.

Closed March 31

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 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.

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.

Admission and Parking: Free

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

Orange County Market Place ★

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: April & May 2016 Events

Apr. 2	Night Nation Run
Apr. 2-3	9th Annual Marine Aquarium Expo (MAX) ★
Apr. 7	Fight Club OC
Apr. 10	Sand Sports Super Swap
Apr. 15-17	<u>Imaginology – “Full S.T.E.A.M. Ahead”</u> ★
Apr. 22-24	America’s Family Pet Expo ★
Apr. 29-May 1	OC Marathon (<i>Health & Fitness Expo, Kids Run, Half-Marathon, Marathon</i>) ★
May 5	Southern California Sanitary Supply Show
May 6-8	Gem Faire
May 13-15	OC Night Market

For additional information on any show, please contact the promoter listed in the event’s information. General parking for most events is \$8. 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.

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD JANUARY 28, 2016**

1. CALL TO ORDER:

Chair Mouet called the meeting to order at 9:00 a.m.

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Director Ruiz. Roll call was taken by Jessica Zimmerman.

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED: none

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Ken Karns, OCFEC VP Operations; Jessica Zimmerman, OCFEC; Jerry Eldridge, OCFEC; Evy Young, OCFEC; Joan Hamill, OCFEC; Deborah Fletcher, Office of the Attorney General; Josh Caplan, Office of the Attorney General; Janet Taylor, Stenographer; Bill Harvey, City of Costa Mesa Rec. Leader; Roberta Harvey, City of Costa Mesa Rec. Leader; Megan Riel, Ranch After-School Program Coordinator; Teresa Dayton, Centennial Farm Program Coordinator; Reggie Mundekis; Beth Refakes; Kim Harmes; Steve Furlan; Bobby Florentz; Carol Fusso; Lynda Jones; Steven Davis; Sean Roberts; Ed Mitchell; Bob Berkowitz; Theresa Sears; Nick Anderson

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, introduced the new Vice President, Operations, Ken Karns. Karns came to OCFEC from the Western Fair District in Ontario, Canada where he spent 25 years. He directed numerous construction projects and master site plans; as a Director of Facility Development he oversaw expansion initiatives.

Michele Richards, OCFEC Vice President, Business Development, discussed the upcoming events for the months of January and February.

Kramer announced that the Centennial Farm Ranch After-School Program is the recipient of the 2015 California Park and Recreation Society Award of Excellence. This award recognizes outstanding achievement in the area of facility design, park planning, marketing and communications, and community improvement. The program demonstrates the benefit of community partnerships and how these partnerships come together to create agricultural education. Kramer then introduced Evy Young, OCFEC Centennial Farm Supervisor.

Young discussed the Centennial Farm Ranch After-School Program at OC FEC. Started in 2003 the Ranch Program currently serves six schools in the Newport-Mesa Unified School District and 800 students. UC Master Gardeners provided volunteer help. Over 100 volunteer hours are dedicated for the Ranch Program every year.

Jerry Eldridge, OC FEC Director of Facilities, discussed the Pacific Amphitheatre seating replacement project. Renovation started on January 18.

Kramer thanked Beth Refakes in connection with the Family Readiness Officer with the 5th Battalion Marine Corps based in Camp Pendleton to connect the military families to the Fair. Kramer also noted that OC FEC received notice to participate on the California State University Fullerton Consulting Program. OC FEC will be working with MBA students to conduct analysis to help identify opportunities to grow our agricultural programming and outreach starting mid-February with a project report delivered back to us on mid-May. Also, announced the new OC FEC event, farm-to-table dinners at Centennial Farm on Saturday, May 14.

Kramer announced awards OC FEC received at this year's annual WFA convention. OC FEC received nine achievement awards, three 1st place, four 2nd place and two 3rd place. She also announced that the OC Fair was ranked the eighth largest fair in attendance in North America by Venues Today; and the Pacific Amphitheatre maintained its rank as number 15 top stops in 2015.

Kramer concluded congratulated the entire Board of Directors for making the annual list of Who Made the News and Lent Influence in 2015 list by the Daily Pilot and also congratulated Director Aitken and Director Tkaczyk on being reappointed to the Board of Directors by Governor Brown.

Chair Mouet thanked Kramer on all the high expectations and the great news of the farm-to-table initiatives. He spoke about the youth in Orange County exploring fair agriculture and the intake to the education. He noted that he is excited about the partnership with the California State University Fullerton.

6. PUBLIC COMMENT

Beth Refakes thanked Kramer for meeting with the Family Readiness Officer and spoke about the Crossroads of the West Gun Show.

Kim Harns has been a vendor for 31 years in the OC Market Place and stated his concern about the loss of vendors and wanted more clarity of how to handle better communication with Tel-Phil. She asked to please save the OC Market Place.

Steve Ferland has been a vendor for 32 years stated it's their lively hood. They want more information as to what is happening with the OC Market

Place. He asked the board for help to do something to save the OC Market Place.

Bobby Florentz is the Guardians of the Oath, they sponsored the gun show; they work with law enforcement and military to go by all the rules. He asked to please keep the OC Market Place, it's great to go after the gun show.

Carol Russo is a vendor of the OC Market Place, which represented most of the vendors in the public. She believes it can be brought back and be saved.

Director Tkaczyk asked Russo if they called Tel-Phil and see what they have told them?

Russo stated they have called but Tel-Phil will not return their calls and they will not answer them. She has heard rumors that OC Market Place is being sold.

Reggie Mundekis asked to use OC Fair as an emergency evacuation site and reminded the Board about the obligations under the 2012 Pacific Amphitheatre settlement agreement. Lastly asked where is the direction to book EDM rave events coming from specifically mentioning the Night Nation Run to be held on April 2.

Lynda Jones is also from the Guardians of the Oath. She asked to the Board to please consider keeping the gun show.

Steven Davis is a director of security for the First Southern Baptist Church of Buena Park and a member of the Interfaith Defense Council. He stated he wants to make sure the Board understands that the gun show is very important because they are an expression of a Constitutional right.

Sean Roberts is also a vendor of the OC Market Place; he shared his frustration along with everyone else. He stated they need to pay a \$7 fee on the marketing on a monthly basis which has been imposed to them. He has requested the Board's support to make this work.

Ed Mitchell works with the Constitution Association, he discussed about the gun show; and asked the board to maintained control of the Gun Show.

Bob Borkowitz thanked the board for the opportunity. He has talked to Tel-Phil several times and they have told him they will be selling the OC Market Place. Also mentioned that Mr. Teller from Tel-Phil is not telling them the truth. All he wants a positive way to help all the vendors to be successful at the OC Market Place.

Chair Mouet thanked all the public speakers.

7. MINUTES:

A. Board Meeting held December 17, 2015

ACTION: Director Aitken motioned and Director Cervantes seconded to review and approve the minutes from the Board meeting held December 17, 2015. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, and Director Ruiz. NAYES: none.**

8. CONSENT CALENDAR

- A. Standard Agreements: SA-014-16IO; SA-019-16AS; SA-020-16HB; SA-021-16BB; SA-022-16BB; SA-024-16GE; SA-025-16HB; SA-027-16GE; SA-028-16HB; SA-029-16GE; SA-030-16GE; SA-031-16GE; SA-261-SP; SA-264-15MA
- B. Amendments : SA-17-11FA
- C. Interagency Agreements: SA-269-15HR
- D. Letters of Understanding: 03215051
- E. Rental Agreements: R-158-15; R-160-15; R-162-15; R-010-16; R-011-16; R-012-16; R-015-16; R-016-16; R-019-16; R-027-16; R-028-16; R-032-16; R-041-16; R-042-16; R-043-16; R-044-16; R-047-16; R-048-16; R-051-16; R-054-16; R-059-16; FT-002-16; FT-004-16; FT-052-16
- F. Active Joint Powers Authority Agreements: none
- G. Correspondence
 - i. none.

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.

Director La Belle asked to pull SA-270-15SP, PepsiCo Company Contract.

Richards asked to pull SA-270-15SP, PepsiCo Company Contract. There are couple of details that we are working on.

ACTION: Director La Belle motioned and Director Bagneris seconded to review and approve the Consent Calendar with SA-270-15SP removed. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, Director Ruiz and Director Cervantes. NAYES: none.**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

- i. Centennial Farm Foundation Board (Vice Chair Mouet)
- ii. Heroes Hall Foundation Board (Vice Chair Berardino, Director La Belle)

Chair Mouet announced the draft of the MOU between OCFEC and the Centennial Farm Foundation to clarify on how to relate to each other. Once it has been executed there will be more clarity.

Director Aitken asked if this will be done also for Heroes Hall?

Chair Mouet stated yes but he believes the nature of Heroes Hall Foundation was a different species of foundation based on previous legal matters.

Director Bagneris stated there is not any difference between the Centennial Farm Foundation and Heroes Hall as far as foundational, both are public foundations.

Vice Chair Berardino stated they raised \$15,000 for the foundation and up about \$120,000 that the foundation has raised.

Director La Belle state the next meeting is next month on February 3. He also asked if the MOU had been drafted for the Heroes Hall Foundation.

Richards answered yes it has been drafted.

Vice Chair Berardino stated they have received the determination letter by the IRS and they are approved.

Director Bagneris asked if the fees have been reimbursed the OCFEC, such as the attorney fees.

Director Tkacyk requested to agendize the consumer initiatives recommendations for next month, February.

B. Review of Board Committee/Task Force/Liaison Reports

Chair Mouet announced that Vice Chair Berardino and Director La Belle will continue in Heroes Hall Foundation. Vice Chair Berardino and Director Aitken will continue serving on the Workers' Memorial Task Force. Director La Belle and Director Cervantes will be serving on the OC Fair City Liaison Committee.

Chair Mouet reported that Director Aitken and Vice Chair Berardino will be joining Legislative Monitoring Task Force; Director La Belle and Director Ruiz will continue serving the Organizational Needs

Assessment Task Force; Vice Chair Berardino and Director Tkacyk will continue to serving Tenant Liaison Committee; Director Bagneris and Chair Mouet will continue in the Finance Committee.

Chair Mouet recommended to create a Master Plan Development Task Force, and would like to serve in the Master Plan Development Task Force if the board agrees.

Director Aitken suggested having the Organizational Needs Task Force go through the ONA report again and show what has been accomplished.

Reggie Mundekis requested for status on the H-2B visa issues. She also suggested they should look at how it will be going to the public outreach countywide.

Teresa Sears asked not to use the last consultant, LSA due to the bad experiences in the past.

Director Aitken suggested if an email account can be established such as masterplan@ocfair.com so people can email if they have any questions or concerns about what the board is doing.

C. Heroes Hall Construction Project

Chair Mouet asked for public comments to come first, called on Beth Refakes.

Beth Rafakes asked for a monthly updated regarding whether the project is over or under budget. She also asked to have historical records when the building would be built.

Chair Mouet than turned it over to Kramer to provide updates on Heroes Hall Construction Project.

Kramer stated the Heroes Hall bid has been pulled. An addendum was inadvertently omitted in the bidding process, this has disqualified all bidders and staff is working with CFFA to reissue the construction bid.

Director La Belle asked if Heroes Hall Project would be finished by Veterans Day this year; perhaps have the contractor complete the project sooner than later might be a better option.

Director Tkaczyk stated he would rather have the project done on time and not in a rushing matter. He believes the celebration can continue taking place on Veterans Day no matter where the project stands and have another opportunity for a completion celebration. If the project is not done an official hard opening celebration can be done for the following Veterans Day.

Chair Mouet has accepted another comment for the OC Market Place from Nick Anderson.

Nick Anderson stated his concerns about OC Market Place and asked for assistance to organize and get some points to who the person in charged.

D. Update on Construction Management options for 32nd DAA Projects

Kramer asked Deborah Fletcher, Office of the Attorney General, about the regulations and rules on construction before getting into discussion about Director La Belle's inquiry about the potential of using one or more private companies other than CFAA for construction management projects.

Fletcher has stated and reminded everyone about the regulations of the options DGS or CFFA to act on the capacity of the inspection. Other companies can become authorize and certified.

Chair Mouet asked if anyone in the board had any questions.

Director La Belle discussed his experience in the past that most city managers try to crunch everything in 30 days and move on into more important things. He would like to explore the possibility of additional authorization from whatever company to look over the work.

Director Tkaczky proposed Kramer, Chair Mouet, and Vice Chair to fly out to Sacramento to meet with the GSA.

Director La Belle agreed with Director Tkaczky to travel to Sacramento and work thru the bureaucracy.

10. CLOSED SESSION AT 11:05 A.M. – 11:49 A.M.

Nothing for Closed Session

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Ruiz congratulated Director Aitken and Director Tkaczky in their reappointment; he also thanked the board and wished everyone happy new year.

Director Cervantes congratulated Director Aitken and Director Tkaczky in their reappointment; she also thanked the board and the staff of all their hard work.

Director Aiken thanked everyone for the congratulations and is happy to continue another 4 years; also thanked the staff for the Girl Scout Cooke drive.

Director Tkaczyk has thanked the staff and board for another four years.

Director Baganeris has thanked the board and announced she will be absent for next board meeting, will be traveling to Washington D.C.

Director La Belle congratulated Director Aitken and Director Tkaczyk in their reappointment; also thanked the board on all the hard work and is excited for this New Year.

Chair Mouet congratulated Director Aitken and Director Tkaczyk in their reappointment and welcomed Ken Karns. Also stated briefly that it was important to attend the WFA and workshops; lastly he mentioned about his walk thru on the gun show with Kramer.

ACTION: Director Ruiz motioned and Director Aitken seconded to end board meeting. **MOTION CARRIED. AYES: Chair Mouet, Vice Chair Berardino, Director La Belle, Director Tkaczyk, Director Aitken, Director Bagneris, Director Ruiz and Director Cervantes. NAYES: none.**

12. NEXT BOARD MEETING: THURSDAY, FEBRUARY 25, 2016

13. ADJOURNMENT

Meeting adjourned at 11:55 a.m.

Gerardo Mouet, Chair

Kathy Kramer, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
FEBRUARY 2016**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-019-16AS (Revised)	Apex Motorsport Promotions, LLC	"Monster X Tour Monster Truck Show" in the Action Sports Arena (Revised Contractor Information and Scope of Services, formerly Monster Truck Entertainment, LLC)	Fair Time	07/27/16 - 07/31/16		\$88,950.00
SA-39-16HH	Ellis Moore	Volunteer Photography for Heroes Hall	Year Round	02/08/16 - 11/11/16		\$0.00
SA-043-16FT	ModSpace	Admission and Cash Operations Trailer Rentals	Fair Time	02/08/16 - 08/25/16		\$9,315.18
SA-046-16YR	West Coast Emergency Medical Services	Year Round and Fair Time EMT Services	Year Round	03/07/16 - 12/31/17		\$152,220.00
SA-047-16LL	Joe A. Gonsalves & Son	Legislative Representation Services	Year Round	03/01/16 - 02/28/19		\$180,000.00
SA-048-16YR	Vision Communications	Year Round and Fair Time Radio Rental Services	Year Round	03/01/16 - 12/31/17		\$122,800.00
SA-270-15SP	Pepsi Beverages Company	Carbonated Beverage Sponsorship	Year Round	01/01/16 - 12/31/17	\$100,000.00 Sponsorship Fee + \$3.00	

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-21-14SP AM #1	Davis Elen Advertising (Toyota)	Option Year for Toyota Sponsorship	Year Round	03/10/14 - 11/15/16	\$239,000.00	

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-042-16IA	Coast Community College District	Parking Lot and Event Center Usage Trade	Year Round	01/01/16 - 12/31/16	\$30,000.00 (TRADE)	

Letters of Understanding

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

AGREEMENT NUMBER

SA-019-16AS

REGISTRATION NUMBER

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

APEX MOTORSPORT PROMOTIONS, LLC

2. The term of this **07/27/16** through **07/31/16** **FED ID:** _____
Agreement is:

3. The maximum amount **\$88,950.00 (\$85,750.00 TALENT; \$3,200.00 ACCOMODATION BUY OUT)**
of this Agreement is:

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

Exhibit A – Scope of Work – **To provide the 32nd District Agricultural Association with all labor, equipment, and materials to produce “Monster X Tour Monster Truck Show” July 27 – July 31 for the 2016 OC Fair. See Page 2 for additional details about event start and finish times.** Pages 1 – 5

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 6

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 10

Check mark one item below as Exhibit D:

- ☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 11 – 14
☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Action Sports Arena Rider (Attached hereto as part of this agreement) Pages 15 – 18

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement) Pages 19 – 21

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

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

CONTRACTOR

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

APEX MOTORSPORT PROMOTIONS, LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tony Maderazzo, Chief Operations Officer

ADDRESS

**P.O. Box 503070, White City, OR 97503
(480) 773-6822 or (602) 531-3334**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kathy Kramer, CFE, CMP, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To provide the 32nd District Agricultural Association with all labor, equipment and materials to produce the Monster X Tour Monster Truck Show, from Wednesday, July 27, 2016 through Sunday, July 31, 2016. Event dates and times are as follows.
 - a. Wednesday, July 27, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - b. Thursday, July 28, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - c. Friday, July 29, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - d. Saturday, July 30, at 1:00 p.m. Event must conclude by 3:00 p.m.
 - e. Saturday, July 30, at 7:30 p.m. Event must conclude by 9:30 p.m.
 - f. Sunday, July 31, at 1:00 p.m. Event must conclude by 3:00 p.m.
 - g. Sunday, July 31, at 7:00 p.m. Event must conclude by 9:00 p.m.
2. Move in and set up shall take place beginning Monday, July 25, 2016 through 12:00 p.m., Wednesday, July 27, 2016. There will be a very tight turn-around between the time the previous promoter, whose events close July 24, 2016, has to tear down and move out, and the time Monster X Tour has to move in and set up. It is very important that Monster X arrives prepared and with a spirit of cooperation in order to facilitate changeover in the most efficient way possible. Teardown shall take place following the last race on Sunday, July 31, 2016, and, if necessary, shall conclude no later than Monday, August 1, 2016 at 9:00 a.m.
3. Provisions:
 - a. That the premier consideration in the presentation of the Monster X Tour event is the safety of the audience, staff, participants and all others in attendance.
 - b. To provide five (5) top-level monster trucks.
 - c. To include Freestyle Motocross as part of the event with a minimum of three (3) participants.
 - d. To provide metal ramp for Freestyle Motocross event.
 - e. To provide professional event announcer for each show. In addition, to providing color commentary, the announcer shall promote future Monster X events and other events taking place during the 2016 OC Fair. The District representative will provide information pertaining to other OC Fair events. Contractor's announcer may be supplemented by District commentator.
 - f. To design the Monster X Tour track and instruct District operations crew on construction. To oversee the general production of the event and to ensure its safe and successful completion.
 - g. To provide and place crushed vehicles on the Monster Truck track.
 - h. To assist in the identification and orchestration of promotional and media opportunities associated with the event and performances.
 - i. To promote the event(s) on Contractor's website.
 - j. To provide participant and public liability insurance, which includes any VIP Pit Party and General Pit Party events.
 - k. To oversee and be responsible for payment to individual drivers.
 - l. To provide Monster Trucks for displays and/or parades. Displays and/or parades will be onsite only, trailers will not be necessary.
4. Promotional Support:
 - a. To provide news release to the District for electronic and print media. All media should be directed through the OC Fair Communications Director, Robin Wachner (rwachner@ocfair.com).
 - b. To provide driver for interviews.
 - c. Design an "OC Fair" specific Monster Truck poster for marketing use.

EXHIBIT A – SCOPE OF WORK (CONT.)

- d. If safe, appropriate and space permits, to display three (3) Monster Trucks around the OC Fair. Placement will be under the direction of the District's Entertainment staff.
5. Merchandise:
 - a. Contractor shall retain 100% of merchandise sales and will be solely responsible for merchandise sales staffing.
 - b. Merchandise must depict graphics and text as appropriate for a family-oriented environment of all ages.
6. Participant/Staff Parking:
 - a. Participant's parking to be located in the Action Sports Arena "Pit Area." Staff parking to be located in designated parking areas, as directed by District Management.
 - b. Contractor to provide all event management, participants and officials necessary to execute the performance events in a highly professional and timely manner.
7. Notice of Schedule of Events:
 - a. To provide copy of all advertising and promotional material related to District event(s) before it is released. No advertising material should be released without first being reviewed by the District's Marketing Director, Ruby Lau (rlau@ocfair.com).
8. Race:
 - a. No race or event shall begin without emergency services personnel on standby in the "Pit Area." Emergency personnel shall be provided by the District.
 - b. No alcoholic beverages to be consumed in the "Pit Area" by anyone involved in the production of races prior to the scheduled race and during the racing program. Contractor accepts the responsibility for monitoring and enforcing this restriction.
 - c. The "Pit Area" to be restricted to participants, mechanics and officials until the race program is concluded, unless Contractor's insurance specifically allows.
 - d. All repair and maintenance of vehicles shall be performed in designated "Pit Area" only.
 - e. To adhere to all State of California building, safety and fire codes and laws.
9. Sound Mitigation:
 - a. To be held responsible for the installation of effective and approved mufflers on all motorized racing event participant vehicles in order to reduce noise and to be in compliance with the rules and regulations set forth herein regarding noise. Each Monster Truck vehicle must have a minimum of a series chain of two (2) mufflers per header (four (4) at minimum). Mufflers must be of a type designed to specifically and significantly reduce radiated noise.
 - b. Contractor fully understands that the decibel levels outlined herein are to be strictly adhered to:
 - i. Noise levels are adhered to by the District throughout the event(s) and consist of listening tests as well as measurements. At no time, in any housing area, shall the decibel level be above 55 dB, Z weighted.
 - ii. Complaints from the surrounding housing areas will be addressed by the District sound monitor in the housing area and a physical listening assessment of the noise will be conducted. Audible noise, irrespective of measured noise, must be reduced to a level specified by the District monitor.
 - iii. Contractor agrees to a sound check for each Monster Truck vehicle and Motocross vehicle prior to each event. These tests will be conducted under the conditions of the actual event.

EXHIBIT A – SCOPE OF WORK (CONT.)

- c. Sound system will be set at a decibel level specified and controlled by the District. The use of the sound system in an outside area on the Fairgrounds shall not be permitted to continue after 9:30 p.m. Violations of the decibel level or termination time of the use of the sound system will be subject to discontinued use of the sound system.
 - d. Failure to comply with District sound restrictions and mandated mitigation requirements may result in cancellation of the event by District management with the performance fee being reduced by the appropriate prorated amount.
10. Food/Alcoholic Beverage Concessions
- a. District retains all concession rights for the sale of food, beverage and alcohol in and about the Action Sports Arena, and reserves the right to assign concession privileges and to establish and collect charges payable in consideration of the assignment of concession privileges. The existing concessionaire under the District shall have exclusive rights to cater said event.
11. Exit Gates:
- a. No major exits shall be obstructed or secured in the closed position.
12. Additional Costs:
- a. All costs deemed necessary and mutually agreed upon and incurred by the District on behalf of the Contractor shall be billed.
13. Acceptance of Grounds:
- a. Contractor accepts the grounds as they exist. Should Contractor view an area and feel it is unsafe, Contractor must report the area immediately to the District.
14. Injuries:
- a. All injuries must be reported immediately to the District's Security personnel, giving the name of individual, type of injury, location of injury and description of how injury occurred.
15. Decorative Materials:
- a. All decorating material must be removed by Contractor at the conclusion of the event.
 - b. The use of staples, nails, tacks or cellophane tape for the attachment of decorations to the Fairground facilities and equipment is prohibited. Masking tape and duct tape is permitted.
16. Signs:
- a. That the District has exclusive sponsorship rights to this event. It is the responsibility of the Contractor to inform non-Fair sponsors that they may not participate in this event unless permission has been given by the OC Fair & Event Center Entertainment Director. In the event that non-Fair Monster X Tour sponsors arrive at the Fair-owned event, it is the responsibility of the Contractor to inform non-Fair sponsors that they cannot set up.
17. Arrival of Items:
- a. All articles, exhibits, displays and materials shall be brought into District facilities only at such entrances and during such hours as designated by District. Contractor assumes all responsibility for any goods or materials which may be placed in storage with Contractor before, during or after event.
18. Distribution Outside Contracted Space:
- a. No distribution of any tickets, circulars, or advertising materials of any description will be permitted outside of the Contractor's contracted area, nor will the posting of any directional or advertising signs be permitted outside of the Contractor's contracted area.

EXHIBIT A – SCOPE OF WORK (CONT.)

19. Additional:

- a. The Contractor is fully responsible for the behavior and actions of all riders and participants, all rider and participant guests given access to the backstage/PIT area, all employees of Monster X Tour, and all sub-contractors provided by the Contractor to facilitate the event. No alcohol or any other controlled substance may be taken while any of the aforementioned are on the OC Fair & Event Center grounds. If any riders or participants violate this restriction, they will not be allowed to participate in the event and the rider portion of the event fee will be reduced by 10% per incident. Employees of the Monster X Tour are expected to act in a professional manner at all times while on the OC Fair & Event Center grounds. If employees of the Contractor abandon their responsibilities in advance of the event, during the event or following the event, it is the expectation that Contractor will provide a fully qualified replacement or that the performance fee will be reduced by an appropriate amount.
- b. Contractor is responsible for the oversight of all rider, participant, guest and employee activity in the backstage/PIT area, including but not limited to behavior, parking and registration.
- c. 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.
- d. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

Payment

1. To pay Contractor a total sum not to exceed EIGHTY EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$88,950.00) inclusive of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) accommodation buyout upon satisfactory completion of work herein required on Sunday, July 31, 2016.

Operations / Production

1. To provide the Action Sports Arena (Production Trailer, Action Sports Ticket Office, Action Sports Restrooms, Racetrack, entire area fenced in and enclosed for seating of the public and pit area for participants).
2. To provide equipment and operations crew to build the event track under the direction of Contractor. This includes one (1) loader, or similar machine, and one (1) 8,000-pound all-terrain, extended reach forklift. Equipment pieces will be available from July 25, 2016, at 9:00 a.m. through August 1, 2016, at 9:00 a.m.
3. To provide emergency services personnel for races.
4. To provide adequate parking for participants.
5. To provide all necessary lights and sound required to produce event performances.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Sunday, July 31, 2016.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – THE ACTION SPORTS ARENA HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

PERFORMANCE LENGTH/TIMES

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

CURFEW

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

PAYMENT

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

PUBLIC ACCESS TO FACILITY

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

DECIBEL LEVEL

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

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

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

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

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

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

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

MEDIA – WEB SITE

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

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

MEDIA - INTERVIEW

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

MEDIA - VIDEO

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

MEDIA - STILL PHOTOGRAPHY

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

SOUND AND LIGHTS

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

RENTAL EQUIPMENT

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

GROUND TRANSPORTATION

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

HOSPITALITY

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

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

MERCHANDISING

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

SPONSORSHIPS

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

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

INSURANCE

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

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

FORCE MAJEURE CLAUSE

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

INDEMNIFICATION

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

COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

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

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

MISCELLANEOUS

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

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

PROMOTIONAL MATERIAL & ADVERTISING

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

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

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

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

COMPLIMENTARY TICKETS

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

PROFANE OR OBSCENE LANGUAGE

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to one thousand (\$1,000) dollars per incident and may preclude Contractor from future performance opportunities at the OC Fair.

CONFLICT OF LAWS OR TERMS

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

CONTRACTOR'S POWER AND AUTHORITY

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

Kathy Kramer, CFE, CMP, Chief Executive Officer or
32nd District Agricultural Association
OC Fair & Event Center

Artist/Producer/Contractor

-End Exhibit E-

EXHIBIT F – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit F-

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-39-16HH

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**.**ELLIS MOORE**2. The agreement term is from 02/08/16 through 11/11/163. The maximum amount payable is \$ 0.00 (Volunteer) pursuant to the following charges:

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

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

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.

Further the Contractor agrees:

- To take weekly photos taken from one (1) specified location and two (2) - three (3) random locations of the Heroes Hall project starting 02/08/16 – 11/11/16.
- Photos shall be taken every Wednesday between 10am-2pm.
- Contractor shall check-in with the Director of Technology & Production prior to accessing the project job site via phone.
- Contractor shall check-in with job site safety team and sign in to access job site and safety equipment(hard hat, safety vest).
- Photos shall be made available for download on a monthly basis or downloaded via external hard/flash drive
- The District reserves the rights to use the images for display, exhibit or communication of project with name recognition provided to Contractor.
- To name the District its employees, contractors, and agents as an additional insured on a one (1) million dollar general liability policy.

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

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Jason Jacobsen, Director, Technology and Production

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

ELLIS MOORE

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ELLIS MOORE

ADDRESS

561 S PASEO DE LUNA, ANAHEIM, CA 92807

FUND TITLE

ITEM

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

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-043-16FT

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.****MODULAR SPACE CORPORATION dba MODSPACE**2. The agreement term is from **02/08/16** through **08/25/16**3. The maximum amount payable is \$ **9,315.18** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **9,315.18** (Attach list if applicable.)4. Payment Terms (**Note:** All payments are in arrears.) ☐ ONE TIME PAYMENT (Lump sum) ☒ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER

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

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

Exhibit B – Budget Detail and Payment Provisions

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

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

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

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

☒ GTC* **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ 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

BY (Authorized Signature)

DATE SIGNED

✍

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Eldridge, Director of Facilities

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

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

MODULAR SPACE CORPORATION dba MODSPACE

BY (Authorized Signature)

DATE SIGNED

✍

PRINTED NAME AND TITLE OF PERSON SIGNING

Angel Meenan, Contract Analyst

ADDRESS

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

FUND TITLE

Operating

ITEM

Distribution

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

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

SIGNATURE OF ACCOUNTING OFFICER

✍

DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide two (2) 12' x 60' rental mobile office units ("Units") to the 32nd District Agricultural Association, OC Fair & Event Center ("District"), from February 8, 2016 – August 25 for the 2016 OC Fair.
2. The District reserves the right to modify the rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District. The District shall only be charged for actual services rendered. The rental cost is to be pro-rated at a "half-month" rate for any rental that is fifteen (15) days or less into monthly billing cycle. The monthly billing cycle begins the first day the rental unit is delivered and recurs every thirty (30) days thereafter. The District shall not be charged any additional fees and/or early termination charges in the event of early termination of the rental period.
3. The rental rate and "one-time fees" submitted in Contractor's quotes dated January 15, 2016 and listed in the table below are inclusive of all equipment, fuel, materials, tools, labor, taxes, and any other fees necessary for the delivery, installation, rental period, removal and pick-up of two (2) Units. The total per unit amount including seven (7) months' rent, taxes, delivery, installation, and removal is as follows:

Building Rental: SNGL1260				
Unit #: 12x60 Admissions				
<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
1	7	Monthly	\$251.00	\$251.00
Total Monthly Rental:				\$251.00
Additional Monthly Items				
<u>Quantity</u>	<u>Description</u>		<u>Rental Each</u>	<u>Rental Total</u>
1	Personal Property Expense		\$10.42	\$10.42
2	Step Rental		\$0.00	\$0.00
Total Additional Monthly Items:				\$10.42
Delivery, Installation & Removal (One-Time Items)				
<u>Quantity</u>	<u>Delivery and Installation</u>		<u>Each</u>	<u>Total</u>
1	Delivery-Transportation of Building		\$431.00	\$431.00
1	Delivery-Fuel Charge		\$22.00	\$22.00
1	Installation-Block & Level		\$125.00	\$125.00
1	Installation-Remove Hitch		\$70.00	\$70.00
12	Installation-Anchor Installation		\$65.00	\$780.00
9	Modification-Install Modifications <i>Install mini blinds</i>		\$20.00	\$180.00
Total Delivery and Installation:				\$1,608.00
<u>Quantity</u>	<u>Removal**</u>		<u>Each</u>	<u>Total</u>
1	Remove-Install Hitch		\$70.00	\$70.00
1	Remove-Unblock		\$125.00	\$125.00
12	Remove-Remove Anchors <i>Pull tie downs out with hydraulic hitch</i>		\$20.00	\$240.00
1	Return Delivery-Transportation of Building		\$431.00	\$431.00
1	Return Delivery-Fuel Charge		\$22.00	\$22.00
Total Removal:				\$888.00
Total Monthly Rental:				\$261.42
Total Monthly Taxes:				\$20.91
Total Monthly Amount:				\$282.33
Total One-Time Amount:				\$2,496.00
Total Tax on One-Time Items:				\$185.28
Total Amount Including 7 Months Rent, Taxes, Delivery, Installation & Removal*:				\$4,657.59

4. Invoices shall be submitted at the beginning of each monthly billing cycle and the District shall submit payment within sixty (60) days of completion of services herein required and upon receipt of proper invoice.



5. The Units shall be referred to and billed separately using the following Unit names:
 - a. Admissions
 - b. Sales Command Center
6. Delivery and pick-up shall take place as requested by the District. Anticipated delivery date is Monday, February 8, 2016. Anticipated Pick-up date is Thursday, August 25, 2016. All deliveries and pick-ups shall take place between 7:00 a.m. and 3:00 p.m.; 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.
7. Contractor is responsible to ensure all necessary anchors and tie downs are installed in accordance with State approved foundation plans.
8. The Contractor shall be required to install Seismic Ties in the event the installation method/ foundation of the Office Trailer Unit do not provide proper support and anchorage system.
9. Upon removal of Units, Contractor is responsible for the removal of all seismic ties. The District shall be responsible for patching holes resulting from seismic tie removal.
10. Contractor shall provide Units that are in good condition and Units shall be delivered clean and ready to use.
11. Contractor has certified Units are approved by and compliant with the requirements set forth by the California Department of Housing and Community Development (DOHCD).
12. To provide the Units as specified in this Agreement and according to the specifications provided in Contractor's quote dated January 15, 2016.
13. Floorplan and Layout Specifications are as follows:
 - a. Basic Dimension: 12' x 60' (Building Size- See Example Image)
 - b. Quantity Needed: Two (2) trailers
 - c. Locations: Two (2) trailers are to be located outside the Administration building
 - d. The trailers shall be referred to and billed separately using the following trailer unit names
 - Admissions
 - Sales Command Center
 - e. The Admissions trailer unit will be placed on a sloped surface that consists of grass, dirt and gravel
 - f. The Sales Command Center trailer unit will be placed on asphalt
 - g. Placement of the trailer units require that the Sales Command Center is to be delivered prior to the delivery of Admissions
 - h. Each trailer unit shall have two doors, Both doors shall be on the same side
 - i. All doors must have door locks on the door handles in addition to dead bolts
 - j. Each trailer unit shall have HVAC
 - The HVAC system is expected to provide the appropriate output for the size of the trailer
 - k. Each trailer unit shall have three (3) rooms: 1 small room on each end and 1 large middle room
 - l. Each trailer unit shall have mini blinds
 - m. Each trailer unit shall have windows on the same side as the entryways
 - n. Each trailer unit shall have barred windows
 - o. Both trailers unit shall have the hitch removed
 - p. The trailer unit must be set with stair access
 - q. Price quoted shall include stair access to trailer
 - r. Stair access shall include handrails and meet OSHA requirements
 - s. There shall not be a gap between the stair access and the trailer
14. Upon removal of Units, Contractor is responsible for the removal of all seismic ties. The District shall be responsible for patching holes resulting from seismic tie removal.
15. 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.



16. Contractor shall also bear all responsibility for damage, repairs, injury, or death arising from Contractor's failure to comply with all applicable federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
17. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide Contractor access for delivery, installation, and removal of the Units.
2. To provide General Liability Coverage and Property Insurance Coverage as specified in Contractor's quote dated January 15, 2016.
3. Except as otherwise stated herein, the District shall assume liability for all risk of loss or damage to the Units while Units are in the District's sole possession and agrees to indemnify and hold Contractor harmless for any such loss. Further, in the event any of the Units are lost, stolen, damaged beyond repair, or wholly destroyed, the rental for said Unit(s) shall cease and terminate as of the date of the event, accident or occurrence causing such loss or destruction and the District shall bear the responsibility for the replacement cost of lost Unit in the amount of thirty-six thousand dollars (\$36,000.00) per Unit.
4. To pay Contractor a total amount not to exceed NINE THOUSAND THREE HUNDRED FIFTEEN DOLLARS AND EIGHTEEN CENTS (\$9,315.18) based upon the rates as detailed herein.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

All invoices are to be itemized and include the District's Purchase Order (PO) number 46078. 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, but only to the extent caused by or resulting from the negligence or willful misconduct of Contractor and/or Contractor's employees, contractors, or Agents.

To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless Contractor and Contractor's respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, but only to the extent caused by or resulting from the negligence or willful misconduct of the District and/or District's employees, contractors, or Agents.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

STATE OF CALIFORNIA
STANDARD AGREEMENT

R _____ A _____ F _____

STD 213 (Rev 06/03)

AGREEMENT NUMBER

SA-046-16YR

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

WEST COAST EMERGENCY MEDICAL SERVICES

2. The term of this Agreement is: **03/07/16** through **12/31/17** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this Agreement is: **\$152,220.00**
Not to exceed \$457,157.09 with inclusion of option years

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

Exhibit A – Scope of Work – **To provide emergency medical technician services.**

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

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

Check mark one item below as Exhibit D:



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



Exhibit - D* Special Terms and Conditions

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

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

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.)

WEST COAST EMERGENCY MEDICAL SERVICES

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeremy Niederman, President

ADDRESS

13502 Whittier Blvd. Suite H #254, Whittier, CA 90605

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

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General Services
Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified first response, emergency medical and safety company to provide basic life support/advanced first aid equipment and services for the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The current operating hours for the OC Fair are weekdays from 12:00 p.m. – 12:00 a.m. and weekends from 10:00 a.m. – 12:00 a.m. Contractor’s services are required before, during, and after operating hours. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations. The various locations listed herein are part of the larger OC Fair and comprise an “event within the event” orientation.

Within the OC Fair footprint are two sections of carnival/independent amusement rides, the “Main Carnival” (approximately 423,200 square feet) and “Kid Land” (approximately 96,000 square feet). These sections have a combined total of approximately sixty (60) to seventy (70) rides, including spectacular attractions such as “La Grande Wheel” and “Sky Ride” as well as roller coasters, bumper cars and multi-story slides. While entertainment is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience. Attachment A has been provided to give potential Bidders insight into the layout and size of the OC Fair (see Part VIII – Attachments).

Imaginology is an annual three (3)-day youth event which usually takes place in the Spring, but may move to the Fall during the term of this Agreement. The event features family-friendly S.T.E.A.M. (Science, Technology, Engineering, Arts and Mathematics) related exhibits and hands-on activities for children ages pre-school through high school. Attendance for the event is approximately 40,000. The event utilizes approximately 870,000 square feet of the OC Fair & Event Center property. Attachment B has been provided to show the property utilized during Imaginology (see Part VIII – Attachments).

In addition to the District’s two self-produced annual events, OC Fair and Imaginology, the District hosts various types of Year-Round Events such as trade shows, festivals, animal shows, sporting events, craft fairs and non-public events such as corporate parties, market research studies and consumer trade shows. The estimated number of patrons per event ranges from 50 to 90,000. Attendance varies depending on weather, event and day of the week. Attachment C has been provided to show the Year-Round property layout (see Part VIII - Attachments).

Contractor will provide Emergency Medical Technician services for 2016 and subsequent contract years for the OC Fair and Imaginology as well as for Year-Round Events, as requested. The District cannot guarantee a minimum and/or maximum number of services. Length of day will vary based upon number of events, patrons and schedule.

Contractor’s services shall include providing equipment, personnel and services as indicated below.

B. MINIMUM QUALIFICATION AND CERTIFICATION REQUIREMENTS

1. Contractor and/or Contractor Personnel shall have current technical expertise, formal training and certification in the areas of basic life support, emergency medical, advanced first aid, and first response.

2. All Contractor's medical personnel assigned to the District shall, at minimum, be certified Emergency Medical Technicians. Emergency Medical Technicians (EMTs) shall possess and submit evidence of the following to be considered responsive to this RFP, and each year of the contract to be eligible to perform services if the selected Bidder:
 - a. Current state of California certification for Emergency Medical Technicians;
 - b. Current Orange County Emergency Medical Technician accreditation; and
 - c. Possess a valid California Driver License.
3. Documented evidence of five (5) years of relevant experience providing similar Emergency Medical Technician services for equivalent venues to the OC Fair & Event Center. A portion of experience shall have been conducted in the state of California in addition to the below:
 - a. Bidder provided services for a minimum of ten (10) or more days of events annually, which included both small and large-scale applications;
 - b. Fairs, festivals, sporting events, and/or stadiums serviced by Bidder with a minimum cumulative attendance of 45,000 patrons per day;
 - c. Bidder was primary service provider; and
 - d. Bidder serviced a minimum of one (1) equivalent venue in 2013, 2014, and/or 2015.
4. No EMT performing in service of the resulting Agreement shall have been decertified within the last five (5) years. If an EMT has been decertified, but Bidder feels an explanation will show this does not compromise the EMTs ability to successfully fulfill the services herein described, Bidder shall include an explanation for the decertification.

C. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide basic life support and first aid Emergency Medical Technician services licensed by the State of California and the County of Orange. Contractor's staff shall respond to medical emergencies and to assess injuries/illness and render basic life support leading to the safe evacuation of patients, as may be required. Incidents requiring advanced life support intervention will be served by Contractor calling local agencies licensed to provide such advanced life support care.
3. Contractor shall provide professional first aid emergency medical services to event exhibitors, contractors, vendors, staff and patrons who are attending and/or supporting a scheduled onsite event at the OC Fair & Event Center.
4. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of staff and visiting patrons. Equipment shall include, but not be limited to, First Aid Station, trailer, rescue carts/mini-ambulances, automatic external defibrillators and medical supplies.
5. Contractor shall be responsible for equipment setup and strikes, as dependent upon the event(s) taking place.
6. Contractor shall provide qualified personnel to set up equipment, monitor and utilize equipment according to patron needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
7. Contractor shall be responsible for maintaining first aid and related equipment, which may remain in place from the first day of installation through the end of the last event day.
8. Contractor shall be required to set up at various locations as specified by the District, according to the event schedule.

9. Contractor shall provide equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, services will not be needed on Mondays or Tuesdays. In addition, Contractor shall provide equipment and personnel for the annual Imaginology event as well as Year-Round Events, as requested.
10. Contractor will work closely with District Management and other District Departments to provide an efficient and smooth operation, including working in cooperation with the District's Safety & Security Department, contracted law enforcement provider(s) and contracted safety consultants in the performance of the services identified herein.
11. Contractor shall be responsible for testing all equipment and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
12. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
13. All equipment and labor required must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply any and all necessary heavy equipment for transportation, installation and removal of equipment and systems. The cost associated for this heavy equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
14. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
15. All quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2016, but are subject to final requirements and final approval by District Management.
16. Equipment such as mobile emergency units shall be installed in such a way as to prevent the public from harm, including, but not limited to, implementing mitigation measures for sharp edges, guy wires, ground stakes, cables, low ceilings, and ensuring prevention of access to restricted areas.
17. The Equipment Lists and estimated personnel schedules have been included in Paragraphs F, G and H for the purposes of illustrating the size and scope of the typical annual OC Fair, Imaginology, and Year-Round Events. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment/services used for any performance. The equipment list, personnel needs, and setup for the 2016 OC Fair, and subsequent annual fairs, Imaginology and Year-Round Events, shall be developed annually and may change from year to year. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual services rendered, including all labor/equipment utilized, as specified on the Financial Proposal Bid Form.
18. The final layout of equipment and systems will be identified in conjunction with District Management. It is Contractor's responsibility to ensure accurate placement.
19. The District may require items not called out in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to services performed and/or delivery and installation of items.
20. Upon contract award, Contractor shall immediately begin an analysis and development of staffing plan and work schedule for the 2016 OC Fair, Imaginology and Year-Round Events, and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than January 30, 2016 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7. The process shall be

repeated for the 2017 calendar year and each calendar year thereafter with the schedule to be determined by the District.

D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment and vehicles shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All medical equipment and supplies must meet typical industry standard brands and quality, which are proven to be acceptable to a wide variety of venues and applications.
4. All equipment must be clean, in excellent condition, convey a quality image, and deemed to be safe and in good repair. Equipment shall be free of rust, fading, scuffs, visible tap or tape residue, or other unsightly remnants. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested by Contractor before being utilized and/or installed at the venue.
5. Equipment must be weather protected and capable of operating over a wide range of temperatures.
6. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
7. Contractor shall inspect all equipment on a daily basis to test and verify proper operation and safety. Equipment checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management and the District shall not be charged for inspection. Contractor shall submit a "Daily Equipment Inspection Sheet" to the District each event day.
8. Contractor's First Aid Station shall be mobile and operated by certified EMTs (as described in Part IV, Paragraph B of this RFP) only.
9. Rescue carts/mini-ambulances shall possess either propane or electric operation. Vehicles shall be equipped with emergency lights and siren for response to medical emergencies on District grounds. The vehicles are to be equipped with a full-size ambulance-style gurney, oxygen/resuscitators, trauma bags, first aid kits, splinting equipment, backboard, breakaway flat, stiff-neck collars (all sizes), head beds and patient lights.
10. Rescue carts/mini-ambulances shall be equipped to traverse various terrains and circumstances, including grass and dirt fields, narrow pathways and large crowds, and must be able to transport patients to a waiting ambulance for extrication to a hospital or to an onsite first aid station for treatment.
11. Automatic External Defibrillators (AEDs) shall have current licensure and shall be operated by licensed individuals only.
12. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete equipment is maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
13. Power, as required, will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.

14. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of systems and/or equipment. Specific equipment is called out in this RFP as required for the overall functionality; however Contractor is responsible for ensuring complete equipment packages.
15. Contractor shall provide emergency medical, first aid, first response and all other equipment, as specified in Paragraphs F, G and H.
16. All equipment must be secured in a safe manner to prevent tipping, lifting or falling due to wind, rain or other influences. Weights, anchors, ballasts, base plates, safety lines or other items used to secure equipment as well as provisions for water drainage must be included in the cost. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation. Guy wires and water barrels are not a permissible means of securing equipment. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
17. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
18. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
19. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
20. Contractor shall immediately notify District Management of any hazardous conditions.

E. REPORTS AND COMMUNICATION

1. Contractor shall maintain a Daily Patient Log identifying the complaints and care provided to all persons receiving first aid assistance care and treatment of patients, including any incidents that require off-site evacuation via ambulance or where potential liability is suspected. The previous day's Daily Patient Log shall be submitted to the District each morning. Patient log information shall include, at a minimum, the following:
 - a. Date of report and date of injury (if different);
 - b. Name of injured party;
 - c. Phone number and address of injured party and witnesses (if provided/available);
 - d. Nature and extent of injury; and
 - e. Name of treating EMT.
2. Emergency Medical Technicians shall respond to all safety-related accidents/incidents and generate in-depth Illness & Injury Reports as determined necessary by District Management. Illness & Injury Reports shall be made available to the District as soon as practicable, but not more than twenty-four (24) hours following the accident/incident.
3. Contractor shall maintain Daily Patient Logs, Illness & Injury Reports, and all other reports detailing their activities and findings complete with documentation of incidents and care, for the duration of the event. Post event, Contractor shall make these records available to the District within thirty (30) days upon request and for a period of three (3) years. This shall be submitted to the District in a binder with reports in date order, as well as on an electronic thumb drive.
4. Contractor shall submit a Daily Equipment Inspection Sheet to the District each event day, which shall include proper documentation to verify that all equipment has been inspected and tested on a daily basis to ensure proper operation and safety.
5. Reports shall conform to applicable governing body rules, regulations, codes and standards, and any other industry guidelines.

6. During a scheduled event, Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify District personnel of any issue(s) that may impact safety. Updates shall be communicated to District personnel as necessary and without limit.
7. Should it be observed that there is a condition that in Contractor's judgment creates an undue hazard to patrons, District Management shall be made immediately aware of the situation so that corrective action can be taken.
8. Contractor shall be available to support the District's Communications Department regarding media coordination efforts pertaining to safety should it be deemed necessary by District Management. All media contact will be coordinated at the direction of District Management. Contractor shall not interface with the media, except as specifically instructed by the District's Communications Department.

F. ANNUAL OC FAIR - EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

1. Contractor shall provide EMT services prior to, following and for the duration of the annual OC Fair, which is currently a 23-day event over a 31-day period. The event currently averages 60,000 patrons per day, with varied crowds of children, families, teenagers and senior citizens. It is estimated that children under the age of 12 make up fifteen to twenty percent (15% - 20%) of the attendance.
2. The OC Fair is traditionally held during July/August, opening on a Friday and closing on a Sunday. The OC Fair is closed to the public on Mondays and Tuesdays. OC Fair dates are generally approved by the OC Fair's Board of Directors in October for the subsequent year and may vary slightly in order not to conflict with nearby fair's dates. In 2015, the OC Fair operated July 17 – August 16.
3. The OC Fair typically operates during the following days and times:

DAYS*	HOURS OF OC FAIR*
Fridays	12 Noon – 12 Midnight**
Saturdays	10:00 a.m. – 12 Midnight**
Sundays	10:00 a.m. – 12 Midnight
Mondays	Closed to Public
Tuesdays	Closed to Public
Wednesdays	12 Noon – 12 Midnight
Thursdays	12 Noon – 12 Midnight

* Subsequent years will be similar in schedule but will be determined on an annual basis.

** Midway may remain open until 1:00 a.m.

4. The following "promotional days" typically take place during the annual OC Fair, and may have special event hours for which Contractor shall be required to provide services:
 - a. Kid's Days (1 day every week*)
 - b. Senior's Days (1day every week*)
 - c. Friends of the Fair Day (1 day only*)
 - d. 5K Fun Run (1 day only*)

* Subsequent years will be similar and will be determined on a yearly basis.

5. Contractor shall provide an additional treatment point from 6:00 p.m. to 11:00 p.m. each night of performance at the Pacific Amphitheatre. The location for this treatment point is currently an outdoor space allocated to this purpose. Contractor is responsible for providing a medical trailer, tent structure, or other such enclosure to create an enclosed treatment location for Pacific Amphitheatre guests in need of medical services. The Pacific Amphitheatre is an open-air concert venue with a capacity of 8,300 seated patrons. The Pacific Amphitheatre currently operates every night of the OC Fair in addition to a pre-Fair performance (combined 24 nights) with varying attendance. Contractor may be requested to provide services during additional show(s) not mentioned here.

6. Contractor shall provide certified EMTs (as described in Part IV, Paragraph B of this RFP) for the below estimated schedule. Some modification of EMT staff hours may be made with consent of District Management. The First Aid Station is to be open according to the hours designated in this chart for 2016, or as determined necessary by the District. Subsequent years shall be based upon a similar schedule:

OC Fair					
Pre-OC Fair	Required Coverage Period	Coverage Hours Per Day	Number of EMT Staff Required	Number of Days	Total Coverage Hours (Coverage Hours x Staff x # of Days)
Wednesday	9:00 a.m. - 10:00 p.m.	13	2	1	26
Thursday	9:00 a.m. - 11:00 p.m.	14	2	1	28
OC Fair					
Friday & Saturday	8:00 a.m. - 2:00 a.m.	18	5	10	900
Sunday, Wednesday, Thursday	8:00 a.m. - 1:00 a.m.	17	5	13	1,105
Mondays	CLOSED				
Tuesdays	CLOSED				
Pacific Amphitheatre	6:00 p.m. - 11:00 p.m.	5	2	23	230
Post-OC Fair					
Monday	8:00 a.m. - 5:00 p.m.	9	2	1	18
TOTAL OC FAIR HOURS (Inclusive of all staff for the full run of event):					2,307

7. Staffing shall include, but not be limited to, a minimum of two (2) to five (5) certified EMTs (as described in Part IV, Paragraph B of this RFP) who shall be available at the First Aid Station and for deployment.
8. During the annual OC Fair, the District will provide a secure first aid facility/location accessible to OC Fair patrons and to allow for off-site access by emergency vehicles. The facility will be equipped with florescent lighting, 110-volt power, one (1) hot/cold flow bottled water unit, one (1) refrigerator, telephone service for calling ambulance(s) or other off-site assistance, one (1) OC Fair radio on a designated OC Fair channel/frequency, a daily supply of ice and a covered area equipped with power where rescue carts/mini-ambulances may be parked and recharged.
9. Contractor shall provide and operate the following supplies and equipment for the annual OC Fair, including, but not limited to:

a. First Aid Station

- i. Contractor's First Aid Station shall be located onsite at the OC Fair & Event Center during the annual OC Fair, including pre-Fair and post-Fair days. The Station shall be staffed by certified EMTs (as described in Part IV, Paragraph B of this RFP) only and according to the estimated schedule above.
- ii. The First Aid Station for the OC Fair shall include all necessary supplies provided by the Contractor including, but not limited to, two (2) examination tables, blankets, pillows, a wheelchair, and two (2) "E" oxygen tanks with regulators, first aid supplies such as Band-Aids (various sizes and types), triangular bandages, gauze pads (sterile and non-sterile), roller gauze, tape, latex gloves, glucose gel, eye wash, eye wash cups, eye pads, telfa pads, combine dressing, hydrogen peroxide, pHisoderm, Caladryl, StingEze, cardboard splints (various sizes), cotton swabs, O₂ masks, nasal cannula, and ice packs.
- iii. During the annual OC Fair, the District will provide adequate space, as determined necessary by the District, onsite at the OC Fair & Event Center for the storage of Contractor's First Aid Station.

b. Pacific Amphitheatre First Aid Station

- i. Contractor's Pacific Amphitheatre First Aid Station shall be located onsite at the OC Fair & Event Center during the annual OC Fair, including pre-Fair and post-Fair days. The Station shall be staffed by certified EMTs (as described in Part IV, Paragraph B of this RFP) only and according to the estimated schedule above.

- ii. The Pacific Amphitheatre First Aid Station for the OC Fair shall include all necessary supplies provided by the Contractor including, but not limited to, one (1) to two (2) examination tables, blankets, pillows, a wheelchair, and two (2) "E" oxygen tanks with regulators, first aid supplies such as Band-Aids (various sizes and types), triangular bandages, gauze pads (sterile and non-sterile), roller gauze, tape, latex gloves, glucose gel, eye wash, eye wash cups, eye pads, telfa pads, combine dressing, hydrogen peroxide, pHisoderm, Caladryl, StingEze, cardboard splints (various sizes), cotton swabs, O₂ masks, nasal cannula, and ice packs.
- iii. During the annual OC Fair, the District will provide adequate space, as determined necessary by the District, onsite at the OC Fair & Event Center for the storage of Contractor's First Aid Station.
- iv. Contractor is responsible for providing a medical trailer, tent structure, or other such enclosure to create an enclosed treatment location for Pacific Amphitheatre guests in need of medical services. Enclosure shall not exceed twenty-six (26) feet in length.

c. Rescue Carts/Mini-Ambulances

- i. Contractor shall provide two (2) mini-ambulances for the duration of the annual OC Fair.
- ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.

d. Automatic External Defibrillators

- i. Contractor shall provide six (6) automatic external defibrillators (AEDs) which shall be operated by Contractor's properly trained and licensed personnel.

e. Radios

- i. Contractor shall install a two-way radio system to connect the First Aid Station to the mini-ambulances and/or medical teams that may be on grounds responding to emergencies.

10. Contractor shall provide the following personnel services, including, but not limited to:

- a. Designated supervisory personnel shall be assigned to liaise with District Management; supervisor(s) or his/her designated appointee shall attend Fair Time staff meetings and shall be on premises during the hours the First Aid Station is open, or as required by the District.
- b. General staffing involves certified EMTs (as described in Part IV, Paragraph B of this RFP) for the previously listed schedules. EMT staff is to remain on duty until the time shown or until released or extended by District Management. Assigned staff shall wear photo laminated identification cards provided by Contractor while on duty.

G. IMAGINOLOGY - EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

- 1. Contractor shall provide EMT services for the duration of the annual Imaginology event. Imaginology is a three (3)-day event currently held in April, with youth (school-aged children) and family oriented participation. Estimated cumulative attendance for this three (3)-day event is 40,000.
- 2. Contractor shall provide general staffing of certified EMTs (as described in Part IV, Paragraph B of this RFP) for Imaginology according to the following estimated schedule:

Imaginology					
Imaginology	Required Coverage Period	Coverage Hours Per Day	Number of EMT Staff Required	Number of Days	Total Coverage Hours (Coverage Hours x Staff x # of Days)
Friday	9:00 a.m. - 3:00 p.m.	6	2	1	12
Saturday	9:00 a.m. - 5:00 p.m.	8	2	1	16
Sunday	9:00 a.m. - 4:30 p.m.	7.5	2	1	15
TOTAL IMAGINOLOGY HOURS (Inclusive of all staff for the full run of event):					43

3. Staffing shall include, but not be limited to, a minimum of two (2) certified EMTs (as described in Part IV, Paragraph B of this RFP) who shall be available at the First Aid Station and for deployment.
4. Contractor shall provide and operate the following supplies and equipment for the annual Imaginology event, including, but not limited to:
 - a. First Aid Station
 - i. First Aid Station shall be located onsite at the OC Fair & Event Center during the annual Imaginology event, including pre and post-event days, as required. The Station shall be staffed by certified EMTs (as described in Part IV, Paragraph B of this RFP) only.
 - ii. First Aid Station for Imaginology shall include one (1) examination table, pillow, blanket, wheelchair, an "E" oxygen tank with regulator and first aid supplies.
 - b. Rescue Carts/Mini-Ambulances
 - i. Contractor shall provide one (1) rescue cart/mini-ambulance for the duration of the event, including pre and post-event days.
 - ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.
 - c. Automatic External Defibrillators
 - i. Contractor shall provide a minimum of one (1) automatic external defibrillator (AED) with properly trained and licensed personnel.
 - d. Radios
 - i. Contractor shall provide a minimum of one (1) programmable two-way radio capable of interfacing with District frequencies.

H. YEAR-ROUND EVENTS – EQUIPMENT LIST AND PERSONNEL REQUIREMENTS

1. Contractor shall provide EMT services for the duration of a Year-Round Event which exceeds a cumulative attendance of 1,000 individuals per day and/or is a requirement of the event promotor or the District.
2. Contractor shall provide general staffing of certified EMTs (as described in Part IV, Paragraph B of this RFP) for Year-Round Events according to the following estimated schedule:

Year-Round Events					
Month	Estimated Number of Days	Estimated Number of EMT Personnel per Day	Average Number of Hours per Day per Personnel	Total Number of Hours per Day (All Staff)	Total Number of Hours (Month)
January	16	2	11	22	352.00
February	11	2	9	18	198.00
March	12	3	9	27	324.00
April	13	2	8	16	208.00
May	14	2	9	18	252.00
June	11	2	8	16	176.00
July	See OC Fair	-	-	-	-
August	6	2	8	16	96.00
September	12	2	10	20	240.00
October	10	2	8	16	160.00
November	11	2	10	20	220.00
December	24	2	12	24	576.00
TOTAL ESTIMATED YEAR-ROUND HOURS (Inclusive of all staff for all Year-Round Events):					2,802.00

3. Staffing shall include, but not be limited to, a minimum of two (2) to three (3) certified EMTs (as described in Part IV, Paragraph B of this RFP) who shall be available at the First Aid Station and for deployment.
4. Contractor shall provide and operate the following supplies and equipment for Year-Round events, including, but not limited to:
 - a. First Aid Station
 - i. First Aid Station shall be located onsite at the OC Fair & Event Center during a Year-Round Event, including pre and post-event days, as required. The Station shall be staffed by certified EMTs (as described in Part IV, Paragraph B of this RFP) only.
 - ii. First Aid Station for Year-Round events shall include one (1) examination table, pillow, blanket, wheelchair, an "E" oxygen tank with regulator and first aid supplies.
 - b. Rescue Carts/Mini-Ambulances
 - i. Contractor shall provide a minimum of one (1) rescue cart/mini-ambulance for the duration of the event, including pre and post-event days.
 - ii. If an ambulance is required at rodeos or other events, it will not be the Contractor's obligation.
 - c. Automatic External Defibrillators
 - i. Contractor shall provide one (1) automatic external defibrillators (AEDs) with properly trained and licensed personnel.
 - d. Radios
 - i. Contractor shall provide a minimum of one (1) programmable two-way radio capable of interfacing with District frequencies.

I. GENERAL PERSONNEL SERVICES AND REQUIREMENTS

1. Contractor shall provide qualified, certified Emergency Medical Technicians (as described in Part IV, Paragraph B of this RFP) capable of providing the services described herein. Bidder shall include an "all inclusive" hourly fee for all personnel, equipment and supplies required to fulfill these services on the Financial Proposal Bid Form.
2. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

3. Labor shall include all equipment, materials, delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the scheduled event.
4. Assigned staff is to remain on duty until the time indicated on the work schedule and/or until released by District Management. Contractor shall only bill the District for actual hours worked.
5. For all events, Contractor shall attend pre-activity meetings as determined necessary by the District.
6. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
7. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while Contractor and Contractor's personnel are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
8. Contractor's personnel are requested to be the same personnel throughout the run of the OC Fair, as practicable.
9. Contractor's personnel shall be required to set up and teardown equipment and first aid treatment points as scheduled. Contractor's labor plan must allow for enough labor to set/strike the treatment points as required.
10. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment, provide security for equipment and tear down equipment.
11. Contractor's personnel shall adapt and be flexible to reasonable requests regarding equipment operations and use, as determined appropriate by the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

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

2. Phone Numbers

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

3. Vehicles, Equipment and Supplies

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

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trailers, trucks, etc., upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

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

5. Security

The security of the equipment is the responsibility of the Contractor.

As much as possible, all equipment is to be secured to prevent theft. The District will provide security personnel to monitor equipment from 10:00 p.m. to 8:00 a.m.

While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair & Event Center at the risk of the Contractor. The District does not take responsibility for loss of equipment by theft, damage, vandalism, or act of nature.

6. Weather Protection

Weather protection is the responsibility of the Contractor.

7. Licenses, Permits and Certifications

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

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

8. Site Access

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

9. Insurance

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

10. Work Permit Law

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

11. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

13. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

14. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

15. Subcontracting

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

16. Fire Regulations

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

17. Travel, Transportation and Accommodations:

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

18. Invoices

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

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's utilized labor and equipment required in the fulfillment of these services. Summary sheets (i.e. all staff hours submitted on one typewritten spreadsheet) should also be included.

In the event Contractor is requested and approved by the District to provide services in excess of the estimated hours, days or number or events contained herein, the District shall be billed at an hourly rate commensurate with similar work performed. The District shall only be charged for actual services rendered.

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

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met. Invoices will not be paid until proper documentation accompanies invoice.

19. Payment

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

20. Pricing/Financial Proposal Bid Form

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

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. Megan's Law Screening

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

22. Right to Replace/Dismiss

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

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

23. Gratuities

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

24. Evaluation of Contractor Performance

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

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

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

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

25. Non-Exclusive Agreement

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

26. Third Party Disclosure

Contractor shall not, either during or after the term of this Contract, disclose to any third party any confidential information relating to the work of the District without the prior written consent of the District. If the District gives the Contractor written authorization to make any disclosures, Contractor shall do so only within the limits and to the extent of that authorization.

27. Termination

The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number; 46101
4. Detailed work logs and hours by Service Type for the labor required to fulfill these services;
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

January 1, 2016 – December 31, 2016				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
OC Fair	Hourly Rate	2,310	\$ 14.50	\$ 33,495.00
Imaginology	Hourly Rate	45	\$ 14.50	\$ 652.50
Year-Round Events	Hourly Rate	2,805	\$ 14.50	\$ 40,672.50
		2016 TOTAL	\$ 43.50	\$ 74,820.00
January 1, 2017 – December 31, 2017				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
OC Fair	Hourly Rate	2,310	\$ 15.00	\$ 34,650.00
Imaginology	Hourly Rate	45	\$ 15.00	\$ 675.00
Year-Round Events	Hourly Rate	2,805	\$ 15.00	\$ 42,075.00
		2017 TOTAL	\$ 45.00	\$ 77,400.00
Option Year 1: January 1, 2018 – December 31, 2018				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
OC Fair	Hourly Rate	2,310	\$ 15.50	\$ 35,805.00
Imaginology	Hourly Rate	45	\$ 15.50	\$ 697.50
Year-Round Events	Hourly Rate	3,086	\$ 15.50	\$ 47,825.25
		2018 TOTAL	\$ 46.50	\$ 84,327.75
Option Year 2: January 1, 2019 – December 31, 2019				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
OC Fair	Hourly Rate	2,310	\$ 16.00	\$ 36,960.00
Imaginology	Hourly Rate	45	\$ 16.00	\$ 720.00
Year-Round Events	Hourly Rate	3,086	\$ 16.00	\$ 49,376.00
		2019 TOTAL	\$ 48.00	\$ 87,056.00

Option Year 3: January 1, 2020 – December 31, 2020				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
OC Fair	Hourly Rate	2,310	\$ 16.00	\$ 36,960.00
Imaginology	Hourly Rate	45	\$ 16.00	\$ 720.00
Year-Round Events	Hourly Rate	3,395	\$ 16.00	\$ 54,313.60
		2020 TOTAL	\$ 48.00	\$ 91,993.60
TOTAL FIVE YEARS: January 1, 2016 – December 31, 2020				
EVENT TYPE	UNIT	ESTIMATED QUANTITY	TOTAL COST	
2016 - 2020 OC Fair	Hourly Rate	11,550	\$ 177,870.00	
2016 - 2020 Imaginology	Hourly Rate	225	\$ 3,465.00	
2016 - 2020 Year-Round Events	Hourly Rate	15,176	\$ 234,262.35	
FIVE YEAR CUMULATIVE TOTAL (ALL EVENT TYPES, ALL YEARS)			\$ 415,597.35	
10% CONTINGENCY (ALL EVENT TYPES, ALL YEARS) (Contingency shall only be utilized in the event additions and/or changes to the above estimated hours are required and approved by the District.)			\$ 41,559.74	
TOTAL BID			\$ 457,157.09	

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT

R _____ A _____ F _____

STD 213 (Rev 06/03)

AGREEMENT NUMBER

SA-047-16LL

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

JOE A. GONSALVES & SON

2. The term of this Agreement is: **03/01/16** through **02/28/19** **FED ID:**
with two (2) one-year options to renew at the sole discretion of the District

3. The maximum amount of this Agreement is: **\$180,000.00**
Not to exceed \$312,000.00 with inclusion of option years

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

Exhibit A – Scope of Work – **To provide legislative representation services.**

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

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

Check mark one item below as Exhibit D:



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



Exhibit - D* Special Terms and Conditions

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

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

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.)

JOE A. GONZALVES & SON

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

925 L St., Suite 250, Sacramento, CA 95814

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

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General Services
Use Only**

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a legislative representation firm to represent the District and the communicate the District’s interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed. The District is a California State agency and is governed by a nine-member Board of Directors appointed by the Governor of California.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. Experience representing a governmental agency in California, preferably a District Agricultural Agency, as a lobbyist.
2. A minimum of five (5) years of representation experience in the State of California.

C. GENERAL REQUIREMENTS

1. Contractor shall propose on the Financial Proposal Bid Form (see Part IX - Forms) an all-inclusive, flat, monthly retainer fee for representation efforts. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.
2. Upon contract award, Contractor shall immediately begin providing legislative representation services.
3. Contractor shall provide a weekly activity report while the legislature is in session.
4. Contractor shall be responsible for providing an executive summary of representation efforts including updates on pending legislation, state budget, and other relevant issues on a monthly basis due the 15th of each month.
5. Contractor shall not accept instructions from or convey information to anyone other than the office of the CEO. All direction and instruction related to representation efforts shall come directly from the office of the CEO.
6. Contractor shall have the ability to accept, work toward and meet deadlines.
7. Contractor shall provide all support staff necessary to successfully fulfill legislative representation responsibilities.

D. LEGISLATIVE REPRESENTATION

1. Contractor shall represent the District in Sacramento in terms of communicating the District’s interests to the appropriate elected representatives, key staff members, state agencies, and other individuals as needed.
2. Contractor shall develop and maintain good working relationships between the District and State legislators, legislative staff, and state agencies.
3. Contractor shall develop, coordinate and execute the District’s advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
4. Contractor shall review all pertinent legislative bills introduced in the California Legislature and inform the Client of all such legislation affecting its interest and include a copy of all such bills in the bi-weekly activity report. The District will review and analyze all such legislative bills and inform the Contractor, in writing, of its position on such bills the District wishes to pursue.
5. Contractor shall assist in identifying and obtaining State funding available for District programs and proposed capital projects.
6. Contractor shall obtain support, through letters of support and other means, from state legislators and officials for the District’s grant applications.

STATEMENT OF WORK TO BE PERFORMED (CONT.)

7. Contractor shall arrange meetings with legislative representatives or key agency staff and the District's representatives.
8. Contractor shall attend and provide testimony on behalf of the District in legislative committee hearings as directed by the District's legal representation.
9. Contractor shall provide support , including advising on briefing papers, talking points, etc., when District officials are requested to testify before a legislative committee.
10. Contractor shall file Form 635 on a quarterly basis on behalf of the District with the Secretary of State.
11. Upon award of the Contract, Contractor shall visit the District to spend one (1) business day to meet with key staff and board members to understand the operations and interests of the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

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

2. Licenses, Permits and Certifications

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

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

3. Insurance

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

4. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

5. Potential Subcontractors/Independent Contractors

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

6. Travel, Transportation and Accommodations:

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

7. Invoices

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

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

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

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

8. Payment

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

9. Right to Replace/Dismiss

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

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

10. Gratuities

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

11. Non-Exclusive Agreement

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

12. Termination

The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

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

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number; 46103
4. Detailed work logs and hours by Service Type for the labor required to fulfill these services;
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

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

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**CCC-307 CERTIFICATION**

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

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

CONTRACTOR CERTIFICATION CLAUSES**1. STATEMENT OF COMPLIANCE:**

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

Year 1	Annual Cost	\$ 50,000.00	Monthly Retainer Fee	\$ 5,000.00
Year 2	Annual Cost	\$ 60,000.00	Monthly Retainer Fee	\$ 5,000.00
Year 3	Annual Cost	\$ 60,000.00	Monthly Retainer Fee	\$ 5,000.00
Option Year 1	Annual Cost	\$ 66,000.00	Monthly Retainer Fee	\$ 5,500.00
Option Year 2	Annual Cost	\$ 66,000.00	Monthly Retainer Fee	\$ 5,500.00

Grand Total (Including Option Years)	\$ 312,000.00
---	----------------------

-End Exhibit F-

SA-270-15SP
BOTTLING GROUP, LLC



R/S A/MAR F/VK

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER

SA-270-15SP

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 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 or Pepsi**.

BOTTLING GROUP, LLC

2. The agreement term is from **01/01/16** through **12/31/17** w/ **three (3) option years**

3. The maximum amount payable is **\$100,000.00 CASH SPONSORSHIP w/ REBATES, MEDIA TRADE, AND PRODUCT DONATION** pursuant to the following charges: Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____
Other _____ (Attach list if applicable.)

4. Payment Terms:

☐ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY ☐ ITEMIZED INVOICE
☒ OTHER 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		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
32ND DISTRICT AGRICULTURAL ASSOCIATION		BOTTLING GROUP, LLC			
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		Robert Bustos, Key Account Manager			
ADDRESS		ADDRESS			
88 Fair Drive, Costa Mesa, CA 92626		27717 Aliso Creek Rd, Aliso Viejo, CA 92656			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
Sales	4375-87				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

SPONSOR AND DISTRICT AGREE:

This sets forth the agreement (“**Agreement**”) between 32nd District Agricultural Association, with its principal place of business at 88 Fair Drive, Costa Mesa, CA 92626 (the “**District**”) and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 (“**Pepsi**”).

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the District; and

WHEREAS, Pepsi has submitted a bid in response to an invitation to bid issued by the District for the exclusive right to develop and carry out a program for the sale of its beverage products in all facilities owned or operated by the District; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the District has determined that it is in the best interests of the District to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the District and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the District in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

“**Approved Cups**” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the District shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups.

“**Beverage**” or “**Beverages**” means, except as set forth herein, all carbonated and non-carbonated non-alcoholic beverages, including but not limited to (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) liquid concentrate teas (“**LCT**”), (ix) frozen carbonated and non-carbonated beverages (“**FB**”).

Notwithstanding the above, with regard to the scope of this Agreement, the definition of “**Beverage**” or “**Beverages**” does not include fresh lemonade, brewed coffee and tea, milk, water, aguas frescas, and any non-competing brands not offered in the Pepsi portfolio.

“**Cases**” shall mean the number of cases of Packaged Products purchased by the District from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“**Competitive Products**” shall mean any and all Beverages other than the Products.

“**District Marks**” shall mean (i) the Designations (as defined below) and (ii) the District’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, District Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to the District, at the beginning of the Term or which will be created during the Term, if any.

“**Designations**” shall include, but not be limited to, the following: “A Proud Sponsor of the OC Fair,” “Official Soft Drink of the OC Fair” and “Official Sponsor of the OC Fair.”

“**Equipment**” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) retail single-serve food service equipment and (ii) fountain service equipment.

“**Events**” shall mean the Fair and all other events that take place at the Facilities during the Term.

“**Facilities**” shall mean the entire premises of every facility owned, leased, occupied or operated by the District or its Food Service Provider, now or in the future, including the OC Fair and Event Center and all buildings, the grounds, dining facilities, snack bars, food carts, and concession stands, and, for each building, the grounds, dining facilities, unbranded and branded food service outlets and vending areas.

The District shall make best efforts to provide the same rights to Pepsi for parking lots at the foregoing Facilities.

“**Fair**” shall mean the Orange County Fair conducted at the OC Fair and Event Center and surrounding fairgrounds in July and August of each Year.

“**Food Service Provider**” shall mean any and all food service providers and concessionaires (except as provided in Section 3(B)(2) herein, which may serve at the Facilities at any point during the Term. The District acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the District’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the District is currently self-operated, the District switches to a Food Service Provider, or (ii) if the District currently uses a Food Service Provider to operate its concessions, such agreement between the District and the current Food Service Provider expires or is terminated, and the District enters into a new arrangement with a Food Service

Provider; then any such new or subsequent agreement between the District and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the District fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then District hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the District by an amount equal to the incremental costs incurred by Pepsi as a result of the District's change in Food Service Providers.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the District from Pepsi.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Postmix Products" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

Notwithstanding the above, with regard to the scope of this Agreement, the definition of **Products** shall not include fresh lemonade, brewed coffee and tea, milk, water, and aguas frescas.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. TERM.

The term of this Agreement shall be for a Two (2) year period beginning on January 1, 2016 and expiring on December 31, 2017, unless sooner terminated as provided herein ("**Term**"). Upon expiration of the Term, the parties shall have the option to renew the Term for three (3) one (1) year option periods upon mutual written consent of the parties.

3. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, District hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities including at all Events conducted at the

Facilities, including the right to provide all Beverages sold at all other special events conducted at or any location on the Facilities (“*Special Events*”). The Products shall be the only Beverages sold, dispensed or served at the Facilities, and the Products shall be sold at all food service concession locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the District after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; provided, however, that the District will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by District or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by District or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with the District and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. District shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The District shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with District and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi’s expense.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, District grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

District agrees that Pepsi’s trademarks for products shall be listed on the menu boards at concession locations in which Products are served to Districts at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu

boards set forth herein will be prepared and installed by District at District's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

District agrees that all Products served, sold or dispensed at concession locations in which Products are served to Districts at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the District shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi.

Notwithstanding the above, District shall not be required to order non-profit concessionaires during the annual Imaginology event to purchase Beverages or Approved Cups from Pepsi; provided however that such concessionaires shall be required to purchase and sell only non-competing brands. For Events where District's contracted master Food Service Provider is not involved in the acquisition or distribution of Beverages, the District agrees to make a good faith effort to ensure Pepsi Products and Approved cups are purchased directly from Pepsi or through the account that Pepsi has set up with the District's master Food Service Provider in connection with Products sold by concessionaires at the Facilities.

4. **GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.**

During the Term, District hereby grants to Pepsi the right to advertise and promote Products in and with respect to the District and the District Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

(2) Design and Installation of District Advertising.

Pepsi agrees, at its own cost, to provide District with the general design of all District Advertising. The District Advertising shall be constructed and installed by Pepsi (or an agent thereof) at Pepsi's sole cost and expense. All District Advertising shall be in conformity with the general scheme and plan of the District and the surrounding areas.

(3) Advertising/Signage Changes/Removal.

District recognizes Pepsi's right to change, modify, alter or remove its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the

Products. Pepsi shall reimburse District for all reasonable costs and expenses incurred by District in changing, modifying, altering or removing any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify, change, alter or remove the promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi's sole cost and expense. District shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi's advertising.

(4) Maintenance of Signage.

District shall maintain all Facility Advertising and other signs and advertising for Products in good order. District shall effect any necessary repairs reasonably determined by District at District's sole cost and expense. Where practical, District shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

District hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the District and the annual OC Fair, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the District Marks for Promotional Activities.

District hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the District Marks for the limited purposes of promoting Products within the context of promotional activities. District acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and Districts.

Notwithstanding the above, any use of District Marks shall require prior approval from District, and such approval shall not be unreasonably withheld.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the District Marks and Related Proprietary Rights.

District represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the District Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the District Marks pursuant to this Agreement will not infringe

the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the District Marks other than the right to use such District Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of District and its affiliates and cooperate with District and its affiliates to procure any protection or to protect any of the rights of District and its affiliates in and to the District Marks. Pepsi shall cause to appear on all materials incorporating the District Marks such legends, markings and notices as District or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the District Marks. Pepsi shall not make any alterations or changes to the design or type of the District Marks without the prior written consent of District.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the “*Pepsi Marks*”) under a license from PepsiCo, Inc. District acknowledges that nothing contained in this Agreement shall provide District with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. District (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. District shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. District shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. **GRANT OF OTHER RIGHTS.**

A. Sampling.

District agrees to permit to conduct, at Pepsi’s sole cost and expense including applicable site fees, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by District and in accordance with rules and procedures established by District, in its sole discretion, as may be amended or supplemented from time to time by District.

B. Additional Rights.

District agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. **EXCLUSIVITY.**

A. During the Term, District, its agents, representatives, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise or sponsor Competitive Products at the Facilities or in connection with the District and its staff and (ii)

shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed at the Facilities and in connection with the OC Fair.

B. District recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, the Fair, the District, and/or District Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the District will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, "**Ambush Marketing**" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, District and/or District Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, District and/or District Marks by referring directly to the Facilities, District and/or District Marks.

Notwithstanding anything in this Agreement to the contrary, Pepsi and the District agree that the District does not own the billboard on the East side of the property and that the exclusivity indicated in this section A.6 of the Agreement shall not be applicable to the billboard.

7. **CONSIDERATION.**

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by District as described herein, and provided District is not in breach of this Agreement, Pepsi agrees to pay to District:

A. Annual Sponsorship Fees.

An Annual Sponsorship Fee (the "**Annual Sponsorship Fee**"), payable annually pursuant to the following:

Year	Applicable Time Period	Amount	Due Date: within 60 days after:
1	January 1, 2016 – December 31, 2016	\$50,000	The execution of this Agreement by both parties.
2	January 1, 2017 – December 31, 2017	\$50,000	January 1, 2017
3	January 1, 2018 – December 31, 2018	\$52,500	January 1, 2018
4	January 1, 2019 – December 31, 2019	\$55,125	January 1, 2019
5	January 1, 2020 – December 31, 2020	\$57,881	January 1, 2020

District acknowledges and agrees that the Annual Sponsorship Fees set forth above with regard to Years 3, 4 and 5, are only payable to District if Pepsi and District agree, by mutual written consent, to extend the Term for the three (3) one (1)-year options set forth in Section 2 of this Agreement. The Annual Sponsorship Fee is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination) herein.

B. Rebates.

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the District and its Food Service Provider pursuant to this Agreement, and shall provide the District with rebates calculated based on applicable amounts set forth below (the “**Rebates**”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebate Amount	Applicable Products
\$3.00/Gallon	All Postmix Products
\$3.00/Case	20oz Carbonated Soft Drinks/Non-Carbonated Soft Drinks 24-pk Packaged Products (Excludes Water)
\$3.00/Case	20oz Gatorade 24-pk Packaged Products

8. ADDITIONAL CONSIDERATION.

In addition to the consideration specified above, and provided District is not in breach of this Agreement, Pepsi shall provide the following further consideration to the District:

A. In Each Agreement Year of 2016 and 2017 (and 2018 if Term is renewed by parties as set forth in Section 2 herein), Pepsi will offer District media opportunities to promote the OC Fair and the OC Fair & Event Center, valued at up to Fifty Thousand Dollars (\$50,000) each Agreement Year of 2016 and 2017 (and 2018 of Term is renewed by parties as set forth in Section 2 herein) (“Annual Media Support”). Timing of such media opportunities are subject to availability. Pepsi and District will meet periodically to discuss upcoming Media schedule. Any Annual Media Support not utilized in any Agreement Year may not be carried over to a subsequent Year and is not redeemable for cash value.

B. Pepsi will provide annual Product Donations on 12oz CSD cans of up to a total of one hundred (100) cases per Year across the Facilities upon request of the District; *provided, however*, that the District will administer all requests through a central contact so that the District may prioritize the requests. District acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

C. Pepsi will provide separate invoicing to each concessionaire, and provide the District with monthly velocity reports as needed.

D. Pepsi will provide private label artwork on cans or panels (provided by District) to promote the Annual Fair throughout the term.

9. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

(1) Pepsi shall, based upon Pepsi’s survey of the Facilities’ needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the District, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Facilities without Pepsi's written consent, and the District agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the District, remove all Equipment from the Facilities at no expense to the District.

(4) Pepsi will employ Pepsi employees to process and deliver products to every vendor located inside the OC Fair & Event Center.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by Food Service Provider or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide District with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each District request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

10. **REMEDIES FOR LOSS OF RIGHTS - TERMINATION.**

A. District's Termination Rights.

Without prejudice to any other remedy available to District at law or in equity in respect of any event described below, this Agreement may be terminated by District at any time effective thirty (30) days following written notice to Pepsi from District if:

(1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or

(2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within thirty (30) days after written notice of default is delivered to Pepsi. Pepsi agrees that with regard to the period of time each Year when the Fair is taking place, that Pepsi will respond to all written requests regarding performance issues within three (3) days of request.(notification list will be supplied and updated by PepsiCo and have multiple contacts for both service and supply to ensure ability to respond).

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the District if (i) any of the Products are not made available as required in this Agreement by the District, their agents or

concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the District; or (iv) District breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give District notice of the event and where applicable (for events within District's control), shall provide District forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the District a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination).

C. Additional Termination Rights Available to Pepsi and District.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10, then Pepsi shall be entitled to from District, without prejudice to any other right or remedy available to Pepsi, and District shall pay to Pepsi all funding paid by Pepsi to the District which remains unearned as of the time of termination. With regard to the Annual Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). If District terminates this Agreement pursuant to Section 10, then the District shall be entitled to all funding paid by Pepsi to the District as of the time of termination.

11. **TAXES.**

District acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the District in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

12. **CONFIDENTIALITY.**

Pepsi is aware and understands that all information provided in any medium pursuant to this Agreement is subject to public records request in accordance with the California Public Records Act.

13. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

14. **INDEMNIFICATION.**

A. Pepsi will indemnify and hold the District harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the District's negligence or willful misconduct).

B. To the extent permitted by applicable law, the District will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the District (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

15. **INSURANCE.**

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and

assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
27717 Aliso Creek Road
Aliso Viejo, CA 92656
Attn: Robert Bustos

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to District:

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

Notwithstanding the above, with regard to the period of time each Year when the Fair is taking place, Pepsi and District agree that notices shall be deemed duly given 3 days after the sending through electronic mail if the electronic mail is properly addressed (notification list will be supplied and updated by PepsiCo and have multiple contacts for both service and supply to ensure ability to respond) Notices provided by District shall only be deemed valid if issued by the Contracting Department, Vice President of Business Development, Director of Events, Commercial & Concessions Supervisor, or District's Contracted Sponsorship Agency.

17. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. District represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of California, or the United States District Court having jurisdiction in Orange County, California, or, if neither of such courts shall have jurisdiction, then before any court sitting in Orange County, California having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of State of California in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. In addition, if circumstances beyond the control of a party affects the party's ability to sufficiently perform such party's duties, including with regard to Pepsi's role as a sponsor to the Fair, the other party shall have the right to terminate the Agreement upon ten (10) days' prior written notice. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a

waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of District.

22. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

23. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

24. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

25. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

26. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

27. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

District acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Notwithstanding the above, Pepsi acknowledges and agrees that annual increase of any pricing provided herein shall not exceed five (5) percent.

JANUARY 2016 – DECEMBER 2016 PRICING

B & C Pricing

Brand	Package	#/Case	Price	Per Unit Price
<u>Isotonics/ Flavored Water</u>				
SoBe Life Water	20 oz	24	\$13.93	\$1.16
Gatorade	20 oz	24	\$19.50	\$0.81
Gatorade G2	20 oz	24	\$19.50	\$0.81
<u>Soft Drinks / Juice Drinks / Teas</u>				
Carbonated Soft Drinks/Tropicana/Lipton	20 oz	24	\$21.00	\$0.88
Lipton Sparkling Tea	12 oz	12	\$09.50	\$0.79
Lipton Pure Leaf	12 oz	12	\$12.48	\$1.04
Dole/Ocean Spray Juice	15.2 oz	12	\$15.32	\$1.28
SoBe Juices Plastic Bottle	20 oz	12	\$15.85	\$1.32
Mt. Dew Kick Start	12 oz	12	\$12.00	\$1.00
Mt. Dew Kick Start	16 oz	12	\$14.00	\$1.17
<u>Energy Drinks</u>				
Starbucks Doubleshot Energy Can	15 oz	12	\$21.53	\$1.79
AMP Energy	16 oz	12	\$19.18	\$1.60
Rockstar Energy	16 oz	24	\$34.28	\$1.43
<u>Ready To Drink Coffee</u>				
Starbucks Doubleshot 12 Pack	6.5 oz	12	\$21.31	\$1.78
Starbucks Doubleshot 24 Pack	6.5 oz	24	\$42.53	\$1.77
Frappuccino Glass Bottle	9.5 oz	12	\$19.01	\$1.58
Frappuccino Glass Bottle	9.5 oz	24	\$38.03	\$1.58
Frappuccino Glass Bottle	13.7 oz	12	\$25.28	\$2.11
<u>Other</u>				
Muscle Milk	14 oz	12	\$32.14	\$2.68
O.N.E. Coconut Waters	16.9 oz	12	\$20.35	\$1.70
Fruit Shoots	10.1 oz	12	\$15.20	\$0.63

Fountain Pricing

Carbonated Soft Drinks	Per Gallon	Gal/Box	Per Box
Pepsi	\$13.96	5	\$69.81
Diet Pepsi	\$13.96	5	\$69.81
Sierra Mist	\$13.96	5	\$69.81
Mountain Dew	\$13.96	5	\$69.81
Mug Root Beer	\$13.96	5	\$69.81
Wild Cherry Pepsi	\$13.96	5	\$69.81
<i>Orange Crush</i>	\$13.96	5	\$69.81
<i>Dr Pepper</i>	\$13.96	5	\$69.81
<u>Non Carbonated Drinks - Lipton / Tropicana</u>			
Lipton Unsweetened Brisk Tea	\$13.96	5	\$69.81
Lipton Brisk Tea (Raspberry or Peach)	\$13.96	5	\$69.81
Tropicana Yellow Lemonade	\$13.96	5	\$69.81
Tropicana Pink Lemonade	\$13.96	5	\$69.81
Tropicana Fruit Punch	\$13.96	5	\$69.81

Supplies Pricing

Cup Pricing	Quantity Per Case	Price Per Case	Price Per Cup
12 oz Double Poly Paper	2000	\$75.58	\$0.04
16 oz Double Poly Paper	1000	\$50.80	\$0.05
24 oz Double Poly Paper	1000	\$70.92	\$0.07
32 oz Double Poly Paper	480	\$54.20	\$0.11
44 oz Double Poly Paper	480	\$63.75	\$0.13

Lid Pricing	Quantity Per Case	Price Per Case	Price Per Lid
Lids for 12 oz - 24 oz Cup	2000	\$41.15	\$0.02
Lids for 32 oz - 44 oz Cup	960	\$41.15	\$0.04

Other Supply Items	Size	Case/Pack	Price Per Case	Cost/Unit
Straws	10.25"	2000	\$28.07	\$0.01
Straws	7.75"	5000	\$46.00	\$0.01

Other Supply Items	Refundable Deposit	Price Per Cylinder
CO ₂ (20lb)	\$25.00	\$22.06

SA-270-15SP
BOTTLING GROUP, LLC

CO ₂ (50lb)	\$25.00	\$33.10
------------------------	---------	---------

Exhibit B

Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi

A. Facilities and Print Advertising.

- (1) Facilities Advertising.
Such advertising as may be mutually agreed upon between the parties
- (2) Print Advertising.
Such advertising as may be mutually agreed upon between the parties

B. Additional Rights.

1. TICKETS AND HOSPITALITY.

District will provide Pepsi during the Term with:

- a) Exclusive beverage availability and sponsorship rights to Sponsor of the Beverages. The Beverages shall be the exclusive carbonated and non-carbonated non-alcoholic beverages sold, dispensed or otherwise made available at all dining facilities, concessions, vending areas and any other areas where beverages are sold or distributed throughout the OC Fair & Event Center throughout the Term. The products, cups and CO₂ will be purchased directly from Pepsi by District, food service provider, concessionaires and any other third parties selling Pepsi Beverages at the OC Fair & Event Center at the prices established by Pepsi pursuant to this Agreement except as expressly permitted in this Agreement.
- b) The District will feature the Pepsi logo and link on the OC Fair and OC Fair & Event Center homepage for the duration of the Term.
- c) The District will acknowledge Pepsi as a sponsor in all available OC Fair print advertising.
- d) Each Year, the District agrees to provide Pepsi with three hundred (300) OC Fair Admission Tickets.
- e) Each Year, the District agrees to provide Pepsi with ten (10) tickets in VIP box to each of twenty-three (23) Pacific Amphitheatre concerts during each annual OC Fair for the duration of the term.
- f) Each Year, District agrees to provide Pepsi with Ten Thousand Dollars (\$10,000.00) credit towards mobile marketing tour fees for sampling purposes. Pepsi agrees to schedule any mobile marketing tour by May 1st annually or the use of the credit will be subject to availability. Pepsi shall be charged at the published mobile marketing tour rates and the credit shall expire on an annual basis if not used.

SPONSOR AGREES:



Notwithstanding anything herein, the Sponsor shall allow the District two (2) annual unencumbered events where the District and the District's Food Service Providers shall have the right to sell, purchase, endorse, sponsor, market and advertise competitive products, provided that such events do not take place during the Fair.

- 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 of the Products and installation, repair, maintenance and removal of the Beverage dispensing equipment loaned by Sponsor to District in connection with sale 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.



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

- 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.
- 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. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement as set forth in Section 10.A of the 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.
- BB. Indemnification** To the fullest extent permitted by law, Sponsor 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 by Sponsor 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 Sponsor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the 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) or any other third parties not acting on behalf of Sponsor.

- End Exhibit B -

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-31-14SP

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

DAVIS ELEN ADVERTISING on behalf of SOUTHERN CALIFORNIA TOYOTA DEALERS

2. The term of this

FED ID:

Agreement is

03/10/14

through

11/15/16

3. The maximum amount of this

\$717,000.00 CASH

Agreement after this amendment is:

\$239,000.00 CASH AMENDMENT

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-31-14SP between the District and the DAVIS ELEN ADVERTISING on behalf of SOUTHERN CALIFORNIA TOYOTA DEALERS is hereby amended as follows:

DISTRICT AND SPONSOR AGREE:

1. To extend the period of performance to November 15, 2016.
2. To increase the cash value of the sponsorship by TWO HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$239,000.00).

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.)

DAVIS ELEN ADVERTISING on behalf of SOUTHERN CALIFORNIA TOYOTA DEALERS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jennifer Lin, Vice President

ADDRESS

**865 S. Figueroa St., 12th Floor, Los Angeles, CA 90017
(213) 688-7014****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

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

Account #: N/A

AGREEMENT NUMBER

SA-042-16IA

REGISTRATION NUMBER

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

COAST COMMUNITY COLLEGE DISTRICT

2. The term of this Agreement is: **01/01/16** through **12/31/16**

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

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 utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center (“Association”) and Orange Coast College (“Coast”) as continued on the following pages.**

Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions

Page 5

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

Pages 6 – 8

Exhibit D – Additional Provisions – GIA 101 (Attached hereto as part of this agreement)

Page 9

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

Pages 10 – 12

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

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.)

COAST COMMUNITY COLLEGE DISTRICT

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chancellor, or President, Board of Trustees

ADDRESS

**1370 Adams Avenue, Costa Mesa, CA 92626
(714) 438-7444**

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

**California Department of General
Services Use Only**

☐ Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

COAST AND DISTRICT AGREE:

1. To the following provisions pertaining to general responsibilities of both Parties:
 - a. District and Coast shall mutually indemnify and hold harmless the other Party from any and all liability during the use of the other Party's parking lots or property.
 - b. District and Coast shall provide the other Party with proof of insurance for the duration of the contract period.
 - c. To work in partnership to develop and implement new reciprocal trade opportunities to the benefit of both Parties.
2. To the following provisions pertaining to District usage of COAST LOTS:
 - a. District shall compensate Coast in the manner of trade services with utilization of agreed upon paved areas of Coast parking lots A, B, C, D & E and Coast Adams Dirt Lot.
 - b. District shall use Coast parking lots A, B, C, D & E for employee and overflow vendor and patron parking during specified year-round events and the annual OC Fair, including, but not limited to, the following dates:
 - i. February 12, 13, 14
 - ii. April 22, 23, 24
 - iii. May 1, 28, 29
 - iv. June 17, 18, 19
 - v. July 15 – August 14
 - vi. August 26, 27, 28
 - vii. September 16, 17, 18
 - c. District shall use Coast Adams Dirt Lot for overflow OC Fair and/or undisclosed event parking from June 18 – August 21, 2016, and is aware the Adams parking lot is neither paved nor striped.
 - d. District shall clean used areas on Coast premises after each day of use to restore to the condition in which the property was received.
 - e. District shall provide personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
 - f. Coast shall notify the District of any accident or incident that takes place in the designated parking area.
 - g. In the event Lots A, B, C, D, E and/or Coast Adams Dirt Lot need to be utilized for a Coast event, an alternative lot shall be made available to the District by Coast.
3. To the following provisions pertaining to Coast usage of DISTRICT LOT "E":
 - a. Coast shall have usage of District Lot "E" for overflow Coast student parking from January 1 – June 20 and August 17 – December 18, 2016. Days/hours of permissible access shall be Monday – Friday, from 6:00 a.m. to 12:00 a.m.
 - b. Coast vehicles shall enter through Gate 3½ off of Arlington Drive to access the lot.
 - c. District shall barricade Association's Lot "E" to allow access point off of Arlington Drive at Gate 3½.
 - d. District shall ensure that Gate 3½ off Arlington is locked/unlocked daily for the Coast students to enter.
 - e. Coast shall clean and make suitable for parking of vehicles. Coast shall coordinate and receive approval from District on the cleaning plan.



EXHIBIT A – SCOPE OF WORK (CONT.)

- f. District shall provide proper directional signage in District parking lot.
- g. District shall work with Coast Public Safety to coordinate parking credential enforcement daily during the OC Fair and other dates utilized by the District for overflow parking.
- h. Coast shall enforce parking regulations and receive all fines collected for parking citations issued by Coast Public Safety.

COAST AND DISTRICT AGREE (CONT.):

- i. Coast shall notify the District of any accident or incident that takes place in the designated parking area.
 - j. In the event Lot “E” needs to be utilized for an event held on District property, an alternative lot will be made available to Coast by the Association.
4. To the following provisions pertaining to Coast usage of District PACIFIC AMPHITHEATRE:
- a. Coast shall have use of the Pacific Amphitheatre for the Orange Coast College Commencement (“Commencement”).
 - b. Commencement Ceremony setup shall take place May 18 – 20, 2016, from 8:00 a.m. to 5:00 p.m.
 - c. Coast shall have the option to host a Commencement rehearsal on May 19, 2016, from 10:00 a.m. to 3:00 p.m., with a lunch provided and hosted by Coast staff and/or students. The use of third-party food trucks will require a one hundred seventy-five dollar (\$175.00) buyout per truck; however, the buyout shall be waived if the food truck(s) are based in Orange County, California. Approximately 400 individuals may attend the rehearsal.
 - d. Commencement event date shall be May 20, 2016, from 5:30 p.m. to 7:30 p.m.
 - e. Commencement estimated attendance is approximately 6,000 – 7,000.
 - f. Coast shall provide light snacks and beverages to be consumed after the Commencement Ceremony.
 - g. Coast shall provide necessary directional signage per the required specifications.
 - h. Coast shall provide ushers.
 - i. District shall provide coordination with Costa Mesa Police Department for traffic.
 - j. Coast shall be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
 - k. Seating shall be limited to the Association’s pre-determined seated area only.
 - l. Coast shall comply with Association’s policy for the use or operation of an unmanned aerial vehicle (UAV), drone or other in-air device(s), mechanical or otherwise, over District property. (See District’s UAV policy)
 - m. Coast shall provide and pay for audio/sound and photography services. In order to maintain compliance with District-mandated noise mitigation requirements, Coast shall be required to utilize and contract directly with District’s approved supplier for the fulfillment of sound services.
 - n. District shall provide and pay for the necessary parking services, stage lighting, curtains, theatre preparation, janitorial services, electronic marquee board, security personnel, cement bases, and pre and post-event cleanup.
 - i. District shall provide electronic marquee board one (1) week prior to date of Commencement.
 - ii. District shall provide and pay for five (5) security personnel from 3:30 p.m. – 7:30 p.m. the day of the Commencement.
 - iii. District shall provide cement bases for flag hanging, the quantity and location of which shall be determined and mutually agreed upon by Coast and the Association.
 - o. Association’s Master Concessionaire shall sell water, soda and light snacks during the Orange Coast College Commencement. Alcoholic beverages will not be available.
 - p. District shall allow Coast to sell flowers and bookstore merchandise at no rent or commission to the Association.



EXHIBIT A – SCOPE OF WORK (CONT.)

COAST AND DISTRICT AGREE (CONT.):

5. To provide the following PROMOTIONAL ADVERTISING provided by Coast to the Association:
 - a. \$10,000.00 worth of in-kind trade to be fulfilled by Coast in conjunction with the Association's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items c. – h. below.
 - b. Coast shall provide point of contact's name and telephone number to the Association's Director of Marketing.
 - c. Coast shall provide advertising/inclusion in:
 - i. Coast to Coast (weekly newspaper)
 - ii. Coast Report (weekly newspaper)
 - iii. Commencement Program (one (1) page)
 - d. District shall provide electronic copy of OC Fair Summer Concert Series schedule to Coast, which Coast shall insert in Commencement Program, as indicated in above Paragraph 5.c.
 - e. Coast shall provide a promotional email blast to all Coast accounts and social media announcements of Imaginology (to be sent in March and April), OC Fair dates (to be sent in July), and the Summer Book Drive (to be sent in May and June).
 - f. To provide campus signage as follows:
 - i. Windmasters (Six (6) key locations)
 - ii. Glass Display Cases (Twelve (12) locations)
 - g. Coast shall provide link(s) on Coast's website to the Association's website.
 - h. Coast shall provide brochure distribution as follows:
 - i. Bookstore
 - ii. Offices
 - iii. Student Center
 - iv. Mailboxes

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Not Applicable

PAYMENT PROVISIONS:

There are no payment provisions, as this is a trade value contract.

-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, attorney's fees, expert fees, and costs of suit), directly, or indirectly, arising from or in any way related to the performance or nonperformance of the Agreement, regardless of responsibility of 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.

To the fullest extent permitted by law, the 32nd District Agricultural Association, the OC Fair & Event Center, and the State District shall defend, indemnify, and hold harmless the Coast Community College District, Orange Coast College 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, attorney's fees, expert fees, and costs of suit), directly, or indirectly, arising from or in any way related to the performance or nonperformance of the Agreement, regardless of responsibility of 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.

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.

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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

EXHIBIT D – 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.

4. Cancellation Notice:

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

EXHIBIT D – INSURANCE REQUIREMENTS (CONT.)

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

B. Primary Coverage:

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

C. Contractor's Responsibility:

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



EXHIBIT D – INSURANCE REQUIREMENTS (CONT.)

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 D-

FEBRUARY 2016 BOARD OF DIRECTORS MEETING						
2016 RENTAL AGREEMENTS						
RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-001-16	Orange County Organic Gardening Club	Orange County Organic Gardening Club Meetings	Meeting	Silo Building	01/01/16-12/31/16	\$80.00 per club meeting; \$120.00 per additional meetings
R-006-16	Orange County Farm Bureau	Farmer's Market	Farmer's Market	Parking Lot D or E	01/07/16-12/29/16	\$336.00 per month
R-007-16	Lisa's Gourmet Coffee	Parking Space Rental	Parking Space Rental	Parking Lot G	01/01/16-12/31/16	January - December \$7 per space per day
R-008-16	Semler Gourmet Meats, Inc.	Parking Space Rental	Parking Space Rental	Parking Lot G	01/01/16-12/31/16	January - December \$7 per space per day
R-018-16	The Expo Pros	California Baby & Kidz Expo	Children's Expo	Huntington Beach	02/26/16-02/28/16	\$9,507.00
R-026-16	Girl Scouts of Orange County	Girl Scout Cookie Mega Delivery	Cookie Delivery	Lot D	01/22/16-01/23/16	\$1,900.00
R-030-16	Adcom Publishing Inc. - BrideWorld Expo	Adcom Publishing Inc. - BrideWorld Expo	Bridal Expo	Anaheim, Los Alamitos, OC Promenade	06/11/16-06/12/16	\$12,528.00
R-034-16	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	02/17/16-02/18/16	\$12,549.50
R-046-16	Roy Englebrecht Promotions	Fight Club OC	Boxing / MMA	The Hangar	01/15/16-01/16/16	\$13,289.50
R-050-16	Meagan Manning	Peterson Wedding	Wedding	Millennium Barn, Silo	05/20/16-05/22/16	\$5,668.00
R-052-16	The Dave Linden Group, Inc.	Orange County's Largest Mixer	Networking Event	Costa Mesa, Santa Ana Pavilion	03/15/16-03/16/16	In-Kind Trade: \$4,525.00 Payment: \$7,427.00
R-056-16	Ultimate Trade Shows & Events, Inc.	The 39th Annual OC Home & Garden Show	Home Show	Anaheim, Los Alamitos	02/26/16-02/29/16	\$22,500.50
R-062-16	Japan Karate Federation Inc. dba Shito-Ryu Karate-Do Genbu-Kai	Goodwill Tournament	Karate Tournament	Huntington Beach	02/20/16-02/21/16	\$14,478.50
R-064-16	Rusty Barn Promotion Group Inc.	Quilt, Craft and Sewing Festival	Consumer Show	The Hangar	09/28/16-10/02/16	\$20,654.50
R-066-16	Susan Baron	Camille's Sweet 16	Birthday Party	Baja Blues Restaurant	02/06/16	\$1,588.00
R-069-16	Sound Media Fusion, LLC	Sound Testing	Sound Testing	Plaza Pacifica Lobby	01/18/16-01/19/16	\$1,657.50
R-078-16	M GymKhana	MGX Day Session	Motorcylce Training	Lot G	01/30/16	\$1,608.00
FT-003-16	Waffle-icious, LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-005-16	Martin Tse dba Dogzilla Hotdogs	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-011-16	Brats Berlin, Inc. dba Crepes Bonaparte	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-013-16	Me So Hungry LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-015-16	TJ's Wood Fire Pizza LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-017-16	The Cut LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-019-16	Philosopher Food LLC dba Falasophy	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-021-16	Pratioto Grp Inc.	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-027-16	Rajin Cajunon Wheels	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-032-16	The Flip Masters Grill & Kabob Inc.	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-045-16	Maca LLC dba The Coconut Truck	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-049-16	Brew Wings LLC	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00
FT-054-16	Miyagi Corporation dba Yoshi's Toasties	Food Truck Fare, Imaginology, Fair	Food Truck	Pacific Amphitheatre, Imaginology, Fair	01/01/16-12/31/16	Varies \$35.00 - \$400.00

REVIEWED _____

DATE **February 14, 2016**

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 **Orange County Organic Gardening Club** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
Beginning January 1, 2016 and ending December 31, 2016
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:
See Exhibit A
3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:
Orange County Organic Gardening Club Meetings
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$80.00 per month – Monthly Club Meeting
\$120.00 per additional meetings
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Orange County Organic Gardening Club
16027 Brookhurst St., #1269
Fountain Valley, CA 92843

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

By _____ Date _____

By _____ Date _____

Title: **Sheryllyn McClintock, President**Title: **Michele Richards, V.P. Business Development**

AGREEMENT: R-001-16
DATED: February 14, 2016
WITH: Orange County Organic Gardening Club
PHONE: (714) 990-4772

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2016 and ending December 31, 2016**

BUILDING(S)/LOCATION(S):

Silo Building

RENTER AGREES:

- That the term of this Agreement is from January 1, 2016 through December 31, 2016.
- **To conduct monthly meetings on the second Tuesday of the month (*see dates below*) between January and June, resuming in September through December. Monthly Orange County Organic Gardening Club meetings are scheduled from 6:30 PM to 9:30 PM but may begin as early as 6:00 PM. Teardown is to be concluded by 10:00 PM.**

**January 12th, February 9th, March 8th, April 12th, May 10th, June 14th, September 13th,
October 11th, November 8th, December 13th**

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of Orange County Organic Gardening Club will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Orange County Organic Gardening Club can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all Orange County Organic Gardening Club supplies and equipment after each meeting. Renter understands that there is no storage space available for Orange County Organic Gardening Club equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by Orange County Organic Gardening Club be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2016 through December 31, 2016.
- To pay \$80.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.

32nd District (OCFEC) will provide:

- Tables and chairs for the monthly meeting.
- Access to Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

Payment Schedule:

Payment of \$480.00 is due on or before January 4, 2016 for period covering January through June.

Payment of \$320.00 is due on or before July 1, 2016 for period covering September through December.

A \$25.00 late fee will be added if payment is not received by tenth (10th) day of applicable following calendar month.

REVIEWED _____

DATE **February 14, 2016**

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 **Orange County Farm Bureau** 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 7, 2016 to December 29, 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:

Farmer's Market

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

\$336.00 per month

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

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

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

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

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

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

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

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

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

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

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

Orange County Farm Bureau
13042 Old Myford Road
Irvine, CA 92620

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

By _____

By _____

Title: Patricia Harrison, Manager**Title: Michele Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name: Farmer's Market
Contact Person: Kathy Nakase
Event Dates: 01/07/2016 - 12/29/2016

Contract No: R-006-16
Phone: (714) 573-0374
Hours: 6:00 AM - 1:00 PM

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>
Parking Lot D	January 7, 14, 21, 28	Event
Parking Lot D	February 4, 11, 18, 25	Event
Parking Lot D	March 3, 10, 17, 24, 31	Event
Parking Lot D	April 7, 14, 21, 28	Event
Parking Lot D	May 5, 12, 19, 26	Event
Parking Lot D	June 2, 9, 16, 23, 30	Event
Parking Lot D or E	July 7, 14, 21, 28	Event
	<i>(During the OC Fair, the Farmer's Market will move to Lot E)</i>	
Parking Lot D or E	August 4, 11, 18, 25	Event
	<i>(During the OC Fair, the Farmer's Market will move to Lot E)</i>	
Parking Lot D	September 1, 8, 15, 22, 29	Event
Parking Lot D	October 6, 13, 20, 27	Event
Parking Lot D	November 3, 10, 17	Event
Parking Lot D	December 1, 8, 15, 22, 29	Event

FACILITY RENTAL FEES:

Payment of \$336.00 due on the fifth (5th) day of every month.

LOCATION(S):

A portion of Main Parking Lots "D" or "E" is to be utilized. It is understood that same location may not always be available due to special events and/or construction; however, an alternate location will be made available. In the event of relocation, the OCFEC will notify Renter and it will be the Renter's responsibility to notify the farmers of such change.

OC FAIR & EVENT CENTER AGREES:

- To provide traffic cones and signage during each Farmer's Market event.
- To provide trash receptacles, water connections and restroom facilities.

RENTER AGREES:

- That upon completion of each event day, premises including area used for public parking will be left in its original condition.
- That cost of any additional cleanup provided by OCFEC will be payable and due upon receipt of an itemized invoice.
- To remove any signs and/or banners from OCFEC property at the end of each event day.
- That any activity other than selling certified products must be approved in writing by OCFEC Management. OCFEC Management reserves the right to disallow setup of any vendor deemed inappropriate for the Farmer's Market.
- That the OCFEC retains all food and beverage concession rights.
- To ensure that metal poles are capped. Renter may be responsible for the cost of patching and/or repaving the parking lot if pole caps are not used. In addition, Renter may be fined if vendors do not comply.
- To provide technical assistance and advice to Centennial Farm.
- To accept current rental location "as is."
- To provide proof of insurance coverage for effective dates of this agreement by no later than January 7, 2016.
- To provide current proof of Workers' Compensation Insurance by no later than January 7, 2016.
- To pay for electricity (at cost) should it be required as well as available.

EXHIBIT A

Event Information

PAYMENT SCHEDULE:

- \$336.00 due on the fifth (5th) day of every month. A \$50.00 late fee will be added if payment is not received by the first (1st) day of the following calendar month.

Please Remit Payment in *Check Only*

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

DRAFT

REVIEWED _____

DATE **February 14, 2016**

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 **Lisa's Gourmet Coffee** hereinafter, called the Rentor

WITNESSETH:

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

January 1, 2016 - December 31, 2016

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

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January - December \$8.00 per space per day

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

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

Lisa's Gourmet Coffee
8755 Hummingbird Avenue
Fountain Valley, CA 92708

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

By _____

By _____

Title: Lisa Grandizio Bivens, Owner**Title: Michele A. Richards, V.P. Business Development**

AGREEMENT: R-007-16
DATED: February 14, 2016
WITH: Lisa's Gourmet Coffee
PHONE: (714) 593-8141

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2016 through December 31, 2016**

LOCATION(S):

Parking (storage) space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2016

\$8.00 per space per day, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a \$25.00 late fee.

REVIEWED _____

DATE **February 14, 2016**

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 **Semler Gourmet Meats, 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 1, 2016 - December 31, 2016

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

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January – December \$8.00 per space per day

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

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

Semler Gourmet Meats, Inc.
9732 Olympic Drive
Huntington Beach, CA 92646

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

By _____

By _____

Title: Cathy Semler, Owner**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT "A"

DATE(S) OF EVENT: **January 1, 2016 through December 31, 2016**

LOCATION(S):

Parking space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2016

\$8.00 per space per day, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a \$25.00 late fee.

REVIEWED _____

DATE **February 14, 2016**

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:

\$9,507.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

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: Michele A. Richards, V.P., Business Development**

EXHIBIT A

Event Information

Event Name:	California Baby & Kidz Expo	Contract No:	R-018-16 REVISED
Contact Person:	Shael Buchen	Phone:	(720) 934-4455
Event Date:	02/27/2016	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

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Huntington Beach Building	02/26/2016 06:00 AM - 07:00 PM	Move In	1,550.00
Saturday			
Huntington Beach Building	02/27/2016 10:00 AM - 05:00 PM	Event	3,100.00
Sunday			
Huntington Beach Building	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: 4,650.00

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
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>
<u>Event Operations</u>				
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
<u>Event Sales and Services</u>				
Event Coordinator	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
<u>Parking</u>	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
<u>Outside Services</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Total:				2,228.00

EXHIBIT A

Event Information Summary

Facility Rental Total	\$4,650.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,857.00
Refundable Deposit	\$1,000.00
Grand Total:	\$9,507.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	PAID 09/01/2015	\$1,000.00
Second Payment	PAID 01/05/2016	\$4,403.50
Third Payment	01/26/2016	\$4,103.50
Total:		\$9,507.00
Remaining Payment Total:		\$4,103.50

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 FOOD SERVICES, L. P. dba SPECTRA

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

REVIEWED _____

DATE **February 14, 2016**

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 **Girl Scouts of Orange County** hereinafter, called the Rentor

WITNESSETH:

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

January 22 - 23, 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:

Girl Scout Cookie Mega Delivery

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

\$1,895.00

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.

Girl Scouts of Orange County
9500 Toledo Way
Irvine, CA 92618

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

By _____

By _____

Title: Ronda Sussman, Product Sales Director**Title: Michele Richards, V.P., Business Development**

EXHIBIT A

Event Information

Event Name:	Girl Scout Cookie Mega Delivery	Contract No:	R-026-16
Contact Person:	Ronda Sussman	Phone:	(714) 227-6996
Event Date:	01/23/2016	Hours:	6:00 AM - 5:00 PM

Vehicle Parking Fee: No Charge (1,000 vehicles picking up approximately) **Attendance:** 800 staff & volunteers

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Lot D	01/22/2016 05:00 PM - 09:00 PM	Move In*	Included
Saturday			
Lot D	01/23/2016 04:30 AM - 05:00 PM	Event	1,445.00

*Girl Scouts of Orange County will be bringing in semi trucks to drop off (32) trailers in the evening.

-Move out must be completed by 11:59 PM on Saturday - January 23, 2016 to avoid additional charges.

Total: 1,445.00*

*15% non-profit discount based on \$1,700.00 parking lot fee (2015 rate).

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Event Day				
Janitorial Attendant	01/23/2016 12:00 PM - 05:00 PM	2.00 EA	20.00 HR	200.00
Total:				200.00

Summary

Facility Rental Total	\$1,445.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$200.00
Refundable Deposit	\$250.00
Grand Total:	\$1,895.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/08/2016	\$1,895.00
Total:		\$1,895.00
Payment Total:		\$1,895.00

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.

HEAVY EQUIPMENT

Girl Scouts of Orange County will provide their own forklifts, etc. for moving pallets of cookies.

RESTROOMS

Girl Scouts of Orange County will use the restrooms at Pacific Amphitheatre located near the Pacific Amphitheatre Box Office.

SOUND ORDINANCE

Per City Ordinance, no loud noise allowed during move in and move out between 9:00 PM - 8:00 AM. Please refer to Exhibit E. **NO amplified music/sound in the parking lot before, during, or after the Girl Scout Cookie Mega Delivery.** Should the OCFEC Event Coordinator or security request that the volume of music, sound or noise be lowered or turned off, Girl Scouts of Orange County staff or volunteers must comply with request.

EXHIBIT A

Event Information

STAFF & VOLUNTEER PARKING

Girl Scouts of Orange County staff and volunteers will be permitted to park in Lot E for the duration of the event.

TRASH

Girl Scouts of Orange County will bag and remove all trash, pallets, etc. and leave nothing behind.

TROOP PICK-UP DRIVERS

Girl Scouts of Orange County Troop pick-up drivers will access Lot D through Gate 3 & 4 and will exit through either Gate 3 or 4.

DRAFT

REVIEWED _____

DATE **February 14, 2016**

FAIRTIME

INTERIM **XX**

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

June 11 - 12, 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:

Adcom Publishing Inc. - BrideWorld Expo

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

\$12,528.00

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.

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

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

By _____

By _____

Title: Steve Berry, President**Title: Michele Richards, V.P., Business Development**

EXHIBIT A

Event Information

Event Name:	Adcom Publishing Inc. - BrideWorld Expo	Contract No:	R-030-16 REVISED
Contact Person:	Steve Berry	Phone:	(714) 670-7800
Event Date:	06/12/2016	Hours:	Saturday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,000+

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Anaheim Building (#16)	06/11/2016 07:00 AM - 10:00 PM	Move In	1,000.00
Los Alamitos Building (#14)	06/11/2016 07:00 AM - 10:00 PM	Move In	1,350.00
OC Promenade	06/11/2016 07:00 AM - 10:00 PM	Move In	Included
Sunday			
Anaheim Building (#16)	06/12/2016 10:00 AM - 04:00 PM	Event	2,000.00
Los Alamitos Building (#14)	06/12/2016 10:00 AM - 04:00 PM	Event	2,700.00
OC Promenade	06/12/2016 10:00 AM - 04:00 PM	Event	Included

-Move out must be complete by 11:59 PM on Sunday - June 12, 2016 to avoid additional charges. Total: 7,050.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA	175.00
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Boxes	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	480.00 EVT	480.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Parking Ops - Do Not Provide Message Boards	N/A EA	75.00 EA/DAY	N/A
Scissor Lift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00

Total: 1,855.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
Event Days				
Grounds Attendant Lead	06/12/2016 08:00 AM - 04:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	06/12/2016 08:00 AM - 04:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	06/12/2016 08:00 AM - 04:00 PM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 5 Hours	5.00 HR	50.00 HR	250.00
<u>Event Sales & Services</u>				
Event Coordinator	06/12/2016 08:00 AM - 04:00 PM	1.00 EA	40.00 HR	320.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
<u>State Fire Marshal</u>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 2,623.00

EXHIBIT A

Event Information

Summary

Facility Rental Total	\$7,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,478.00
Refundable Deposit	\$1,000.00
Grand Total:	\$12,528.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	03/11/2016	\$6,264.00
Second Payment	05/11/2016	\$6,264.00
Total:		\$12,528.00
Payment Total:		\$12,528.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **Roy Englebrecht Promotions** hereinafter, called the Rentor

WITNESSETH:

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

February 17 - 18, 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:

Fight Club OC

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

\$12,549.50

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____ Date: _____

By _____ Date: _____

Title: Roy Englebrecht, Owner**Title: Michele Richards, V.P. Business Development**

EXHIBIT A - February

Event Information

Event Name:	Fight Club OC	Contract No:	R-034-16
Contact Person:	Roy Englebrecht	Phone:	(949) 760-3131
Event Date:	02/18/2016	Hours:	Happy Hour: 5:30 - 7:30PM at Baja Blues
		Doors:	6:30 PM
		Event:	7:30 PM - 9:30 PM

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

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	02/17/2016 06:00 AM - 11:00 PM	Move In	500.00
Thursday			
The Hangar	02/18/2016 05:30 PM - 09:30 PM	Event	2,000.00
Total:			2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (<i>Delivery & Pick Up Only, No Set Up</i>)	TBD EA	200.00 EVT	200.00
Chair (<i>Individual</i>)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (<i>Tied</i>)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Folding Table (<i>Rectangle</i>)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift	Estimate 5 Hours (<i>Suites</i>)	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 3 Hours (<i>Banners</i>)	3.00 HR	75.00 HR	225.00
Marquee Board (<i>5 Consecutive Days</i>)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	02/18/2016	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	02/18/2016	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (<i>Production Only</i>)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (<i>In-House</i>)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	As Needed Per Request	TBD EA	180.00 EA	TBD
200 Amp Drop	As Needed Per Request	TBD EA	360.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
Total:				5,420.00

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 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	02/18/2016 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	02/18/2016 05:30 PM - 09:30 PM	2.00 EA	20.00 HR	160.00
Janitorial Attendant	02/18/2016 05:30 PM - 09:30 PM	2.00 EA	20.00 HR	160.00
Electrician	02/18/2016 05:30 PM - 09:30 PM	1.00 EA	50.00 HR	200.00
Tear Down				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Sales & Services				
Event Coordinator	02/18/2016 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00

EXHIBIT A - February

Event Information

Safety & Security

Security Attendant Lead	02/18/2016 06:15 PM - 10:15 PM	1.00	EA	30.00	HR	120.00
Security Attendant	02/18/2016 04:30 PM - 08:30 PM	2.00	EA	20.00	HR	160.00
Security Attendant	02/18/2016 06:15 PM - 10:15 PM	9.00	EA	20.00	HR	720.00

Technology

Technology Attendant	Estimate 1 Hour	1.00	HR	40.00	HR	40.00
----------------------	-----------------	------	----	-------	----	-------

Outside Services

Orange County Sheriff	Estimate Only	4.00	EA	760.00	EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00	EA	225.00	EVT	225.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50	HR	263.00	HR	394.50

Total: 4,129.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,549.50
Refundable Deposit	\$500.00

Grand Total: \$12,549.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	02/03/2016	\$6,500.00
Second Payment (<i>Balance</i>)	02/10/2016	\$6,049.50

Total: \$12,549.50

Payment Total: \$12,549.50

Please Remit Full Payment in *Check Only*

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

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

BOXING AND MMA EVENT EXCLUSIVE

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2016 (not inclusive of the 2016 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

SUITES & CATERING

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

V.I.P. PARKING/SEASON PASS HOLDERS

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

REVIEWED _____

DATE **February 14, 2016**

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 **Roy Englebrecht Promotions** hereinafter, called the Rentor

WITNESSETH:

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

January 15 - 16, 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:

Fight Club OC

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

\$13,289.50

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

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

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

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

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

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

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

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

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

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

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

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

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

By _____

By _____

Title: Roy Englebrecht, Owner**Title: Michele Richards, V.P. Business Development**

EXHIBIT A - January Special Edition

Event Information

Event Name:	Fight Club OC	Contract No:	R-046-16
Contact Person:	Roy Englebrecht	Phone:	(949) 760-3131
Event Date:	01/16/2016	Hours Doors:	5:30 PM
Admission Prices:	Adult: \$40.00 - \$80.00	Event:	6:00 PM - 9:00 PM

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	01/15/2016 06:00 AM - 11:00 PM	Move In	500.00
Saturday			
The Hangar	01/16/2016 04:30 PM - 09:00 PM	Event	2,000.00

Total: 2,500.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (<i>Delivery & Pick Up Only, No Set Up</i>)	TBD EA	200.00 EVT	200.00
Chair (<i>Individual</i>)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (<i>Tied</i>)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	500.00 EVT	500.00
Folding Table (<i>Rectangle</i>)	Estimate 2	2.00 EA	15.00 EA	30.00
Forklift (<i>No Suites</i>)	TBD	TBD HR	75.00 HR	TBD
Man Lift	Estimate 3 Hours (<i>Banners</i>)	3.00 HR	75.00 HR	225.00
Marquee Board (<i>5 Consecutive Days</i>)	TBD	TBD	150.00 EVT	TBD
Portable Electronic Message Board	01/16/2016	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	01/16/2016	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (<i>Production Only</i>)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (<i>In-House</i>)	Flat Rate	2.00 HR	75.00 HR	150.00
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
200 Amp Drop	Estimate 1	1.00 EA	360.00 EA	360.00
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	Flat Rate	1.00 EA	50.00 EA/DAY	50.00
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD

Total: 5,935.00

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 10 Hours	10.00 HR	20.00 HR	200.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	01/16/2016 04:30 PM - 09:00 PM	1.00 EA	30.00 HR	135.00
Grounds Attendant	01/16/2016 04:30 PM - 09:00 PM	2.00 EA	20.00 HR	180.00
Janitorial Attendant	01/16/2016 04:30 PM - 09:00 PM	2.00 EA	20.00 HR	180.00
Electrician	01/16/2016 04:30 PM - 09:00 PM	1.00 EA	50.00 HR	225.00
Tear Down				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Sales & Services				
Event Coordinator	01/16/2016 04:30 PM - 09:00 PM	1.00 EA	40.00 HR	180.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00

EXHIBIT A - January Special Edition

Event Information

Safety & Security

Security Attendant Lead	01/16/2016 05:15 PM - 09:45 PM	1.00 EA	30.00 HR	135.00
Security Attendant	01/16/2016 03:30 PM - 08:00 PM	2.00 EA	20.00 HR	180.00
Security Attendant	01/16/2016 05:15 PM - 09:45 PM	9.00 EA	20.00 HR	810.00

Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	40.00 HR	40.00
----------------------	-----------------	---------	----------	-------

Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 4,354.50

Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$10,289.50
Refundable Deposit	\$500.00

Grand Total: \$13,289.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	12/30/2015	\$6,500.00
Second Payment (<i>Balance</i>)	01/08/2016	\$6,789.50

Total: \$13,289.50

Payment Total: \$13,289.50

Please Remit Full Payment in *Check Only*

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

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

CHAIRS

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

COMPLIMENTARY PARKING PASSES

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

SUITES & CATERING

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

V.I.P. PARKING/SEASON PASS HOLDERS

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

REVIEWED _____

DATE February 14, 2016

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 **Meagan Manning** hereinafter, called the Rentor

WITNESSETH:

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

May 20 - 22, 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:

Peterson Wedding

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

\$5,668.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

Meagan Manning
6742 Turnergrove Drive
Lakewood, CA 90713

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

By _____

By _____

Title: Meagan Manning, Bride**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name: Peterson Wedding
Contact Person: Meagan Manning
Event Date: 05/21/2016

Contract No: R-050-16
Phone: (562) 972-9551
Hours: 3:00 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>
Friday			
Millennium Barn	05/20/2016 06:00 PM - 08:00 PM	Rehearsal	Included
Saturday			
Millennium Barn	05/21/2016 10:00 AM - 03:00 PM	Move In	Included
Millennium Barn	05/21/2016 03:00 PM - 12:00 AM	Event	900.00
Silo Building (Bridal Suite)	05/21/2016 09:00 AM - 12:00 AM	Event	300.00
Sunday			
Millennium Barn	05/22/2016 06:00 AM - 09:00 AM	Move Out	Included

-Move out must be completed by 9:00 AM on Sunday - May 22, 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>
<u>Event Operations</u>				
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	05/21/2016 02:00 PM - 12:00 AM	1.00 EA	30.00 HR	300.00
Janitorial Attendant	05/21/2016 02:00 PM - 12:00 AM	2.00 EA	20.00 HR	400.00
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
<u>Event Sales & Services</u>				
Event Coordinator	05/21/2016 02:00 PM - 12:00 AM	1.00 EA	40.00 HR	400.00
<u>Safety and Security</u>				
Security Attendant	05/21/2016 02:30 PM - 12:30 AM	3.00 EA	20.00 HR	600.00
<u>Insurance</u>				
S.E.L.I. Insurance	05/21/2016	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 22, 2016.</i>				
Total:				2,475.00

Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,668.00
Refundable Deposit	\$800.00
Grand Total:	\$5,668.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment - *Deposit to Hold Date*
Second Payment
Third Payment
Fourth Payment

Due Date

01/20/2016
02/22/2016
03/21/2016
04/20/2016

Amount

\$500.00
\$1,723.00
\$1,723.00
\$1,722.00

Total:

\$5,668.00

Payment Total:

\$5,668.00

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.

OVATIONS FOOD SERVICES, L.P. dba Spectra

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

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, the Peterson Wedding must comply with request. All amplified music/sound must remain inside of the Millennium Barn. The Millennium Barn doors must remain closed after 9:00 PM to contain sound.

Title: Meagan Manning, Bride

Title: Michele A. Richards, V.P. Business Development

REVIEWED _____

DATE February 14, 2016

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 Dave Linden Group, Inc.** hereinafter, called the Rentor

WITNESSETH:

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

March 15 - 16, 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:

Orange County's Largest Mixer

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

\$4,525.00 In-Kind Trade**\$7,427.00 Payment**

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

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

The Dave Linden Group, Inc.
578 Washington Boulevard, #680
Marina Del Rey, CA 90292

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

By _____ Date: _____

By _____ Date: _____

Title: David Linden, Promoter**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Orange County's Largest Mixer	Contract No:	R-052-16 REVISED
Contact Person:	David Linden	Phone:	(310) 862-2878
Event Dates:	03/16/2016	Hours:	5:00 PM - 9:00 PM

Admission Price: Adult: \$20.00

Vehicle Parking Fee: \$8.00 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>
Tuesday			
Costa Mesa Building (#10)	03/15/2016 06:00 AM - 10:00 PM	Move In	In-Kind Trade: 2,050.00*
¼ Santa Ana Pavilion (POP)	03/15/2016 06:00 AM - 10:00 PM	Move In	In-Kind Trade: 212.50*
Wednesday			
Costa Mesa Building (#10)	03/16/2016 05:00 PM - 09:00 PM	Event	2,050.00
Costa Mesa Building (#10)	03/16/2016 05:00 PM - 09:00 PM	Event	In-Kind Trade: 2,050.00*
¼ Santa Ana Pavilion (POP)	03/16/2016 05:00 PM - 09:00 PM	Event	212.50
¼ Santa Ana Pavilion (POP)	03/16/2016 05:00 PM - 09:00 PM	Event	In-Kind Trade: 212.50*

In-Kind Trade Total = \$4,525.00

*See In-Kind Trade details under payment schedule (includes facility rental at ½ rate on Event Day)

-Move out must be completed by 11:59 PM on Wednesday - March 16, 2016 to avoid additional charges. **Total: 2,262.50**

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
Concrete Base	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	450.00 EVT	450.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	03/16/2016	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD (Based on Electrical Layout)	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Total:				1,520.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds 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	03/16/2016 04:00 PM - 10:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	03/16/2016 04:00 PM - 10:00 PM	2.00 EA	20.00 HR	240.00
Janitorial Attendant	03/16/2016 04:00 PM - 10:00 PM	3.00 EA	20.00 HR	360.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	03/16/2016 04:00 PM - 10:00 PM	1.00 EA	40.00 HR	240.00
<u>Parking</u>				
Set Up				
Parking Attendant Lead	03/16/2016 11:00 AM - 03:00 PM	1.00 EA	30.00 HR	120.00
Parking Attendant	03/16/2016 11:00 AM - 03:00 PM	2.00 EA	20.00 HR	160.00
<u>Safety & Security</u>				
Security Attendant (Security based on 2015 event)	03/16/2016 04:30 PM - 09:30 PM	2.00 EA	20.00 HR	200.00

EXHIBIT A

Event Information

Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	40.00 HR	40.00
----------------------	-----------------	---------	----------	-------

Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
--------------------	---	---------	-----------	--------

Total: 2,644.50

Summary

OCFEC In-Kind Trade:

Facility Rental Total		\$4,525.00
-----------------------	--	------------

In-Kind Trade Total: \$4,525.00

Facility Rental Total		\$2,262.50
-----------------------	--	------------

Estimated Equipment, Reimbursable Personnel and Services Total		\$4,164.50
--	--	------------

Refundable Deposit		\$1,000.00
--------------------	--	------------

Grand Total: \$7,427.00

Payment Schedule

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
---------------	-----------------	---------------

	02/03/2016	\$1,000.00
--	------------	------------

Second Payment	02/17/2016	\$3,213.50
----------------	------------	------------

Third Payment	03/02/2016	\$3,213.50
---------------	------------	------------

Total: \$7,427.00

Payment Total: \$7,427.00

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.

OCFEC In-Kind Trade:

Facility Rental Total		\$4,525.00
-----------------------	--	------------

In-Kind Trade Total: \$4,525.00

In exchange for above outlined \$5,800.00 In-Kind Trade, it has been mutually agreed that The Dave Linden Group, Inc. will provide trade to OCFEC as follows:

Time of event opportunities:

1. Booth space at Orange County's Largest Mixer
2. Full page ad in the event directory
3. Opportunity for a bag insert
4. Opportunity for booth space at other 2016 Largest Mixer events

EXHIBIT A

Event Information

Official event location "OC Fair & Event Center" inclusion/presentation in all following advertising mediums:

1. Daily Pilot: Print Ads
2. El Aviso: Print Ads
3. ESPN Radio: Radio Ads
4. KRLA: Radio Ads
5. La Opinion: Newspaper Ads
6. KDOC TV: TV Ads
7. Newport Independent: Newspaper Ads
8. Thirty (30) Orange County Area Chambers of Commerce --- OCFEC logo on event flyers sent to their members
9. El Clasificado: Newspaper Ads
10. Logo on Orange County's Largest Mixer event website
11. Mailing list of event attendees
12. Social Media Inclusion (Promotional Collaboration)

By _____ Date: _____

Title: David Linden, Promoter

By _____ Date: _____

Title: Michele A. Richards, V. P. Business Development

REVIEWED _____

DATE **February 14, 2016**

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 **Ultimate Trade Shows & Events, 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

February 26 - 29, 2016

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

See Exhibit A

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

The 39th Annual OC Home & Garden Show

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

\$22,500.50

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

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

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

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

By _____ Date _____

By _____ Date _____

Title: Sylvia Andersen, Promoter**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name: The 39th Annual OC Home & Garden Show
Contract No: R-056-16
Contact Person: Sylvia Andersen
Phone: (801) 599-6664
Event Dates: 02/27/2016 - 02/28/2016
Hours: Saturday: 10:00 AM - 7:00 PM
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$6.00 Senior (60+): \$4.00 Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	02/26/2016 09:00 AM - 09:00 PM	Move In	1,000.00
Los Alamitos Building (#14)	02/26/2016 09:00 AM - 09:00 PM	Move In	1,350.00
Saturday			
Anaheim Building (#16)	02/27/2016 10:00 AM - 07:00 PM	Event	2,000.00
Los Alamitos Building (#14)	02/27/2016 10:00 AM - 07:00 PM	Event	2,700.00
Sunday			
Anaheim Building (#16)	02/28/2016 10:00 AM - 05:00 PM	Event	2,000.00
Los Alamitos Building (#14)	02/28/2016 10:00 AM - 05:00 PM	Event	2,700.00
Monday			
Anaheim Building (#16)	02/29/2016 06:00 AM - 12:00 PM	Move Out	Included
Los Alamitos Building (#14)	02/29/2016 06:00 AM - 12:00 PM	Move Out	Included

-Move out must be completed by 12:00 Noon on Monday - February 29, 2016 to avoid additional charges. Total: 11,750.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 10	10.00 EA	25.00 EA	250.00
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00
Chair (<i>Individual</i>)	Estimate 2	2.00 EA	2.50 EA	5.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
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
Folding Table	Estimate 1	1.00 EA	15.00 EA	15.00
Forklift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Marquee Board (<i>7 Consecutive Days</i>)	02/22/2016 - 02/28/2016	1.00 WK	450.00 WK	Included
Picnic Table (<i>Rectangular</i>)	Estimate 1	1.00 EA	15.00 EA	15.00
Portable Electronic Message Board	02/27/2016 - 02/28/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (<i>Per Building</i>)	02/27/2016 - 02/28/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (<i>In-House</i>)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth (<i>Double Window</i>)	Estimate 1	1.00 EA	100.00 EVT	100.00

Total: 4,076.00

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 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 3 Hours	3.00 HR	50.00 HR	150.00
Event Days				
Grounds Attendant Lead	02/27/2016 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	02/27/2016 09:00 AM - 07:00 PM	1.00 EA	20.00 HR	200.00
Janitorial Attendant	02/27/2016 09:00 AM - 07:00 PM	2.00 EA	20.00 HR	400.00
Electrician	02/27/2016 09:00 AM - 07:00 PM	1.00 EA	50.00 HR	500.00
Grounds Attendant Lead	02/28/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	02/28/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	02/28/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00

EXHIBIT A

Event Information					
Electrician	02/28/2016 09:00 AM - 05:00 PM	1.00	EA	50.00 HR	400.00
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
Electrician	Estimate 3 Hours	3.00	HR	50.00 HR	150.00
Event Sales & Services					
Event Coordinator	02/27/2016 09:00 AM - 07:00 PM	1.00	EA	40.00 HR	400.00
Event Coordinator	02/28/2016 09:00 AM - 05:00 PM	1.00	EA	40.00 HR	320.00
Parking					
Parking Attendant Lead	02/26/2015 08:00 AM - 05:00 PM	1.00	EA	30.00 HR	270.00
Parking Attendant	02/26/2015 08:00 AM - 05:00 PM	2.00	EA	20.00 HR	360.00
Technology					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00	EA	100.00 EVT	100.00
Outside Services					
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50	HR	263.00 HR	394.50
Total:					5,174.50

Summary

Facility Rental Total	\$11,750.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$9,250.50
Refundable Deposit	\$1,500.00

Grand Total: \$22,500.50

Payment Schedule

Payment Schedule	Due Date	Amount
First Payment	01/22/2016	\$11,250.25
Second Payment	02/12/2016	\$11,250.25

Total: \$22,500.50

Payment Total: \$22,500.50

Please Remit Payment in *Check Only*

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

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

OVARIONS FOOD SERVICES, L.P. dba SPECTRA

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

PAYMENTS

Ultimate Trade Shows & Events, Inc. agrees to make on time payments as specified in above payment schedule.

REVIEWED _____

DATE February 14, 2016

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 **Japan Karate Federation Inc. dba Shito-Ryu Karate-Do Genbu-Kai** 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 20 - 21, 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:

Goodwill Tournament

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

\$14,478.50

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.

**Japan Karate Fedration Inc. dba
Shito-Ryu Karate-Do Genbu-Kai
1429 North Bristol Street
Santa Ana, CA 92706**

By _____

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

By _____

Title: Fumio Demura, President and Chairman**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Goodwill Tournament	Contract No:	R-062-16
Contact Person:	Susan Nakamura	Phone:	(949) 823-7751
Event Date:	02/20/2016 - 02/21/2016	Hours:	Saturday: 9:00 AM - 8:00 PM Sunday: 9:00 AM - 6:00 PM

Admission Price: Adult: \$5.00 Child (3-11): \$3.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 800

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Huntington Beach Building (#12)	02/20/2016 06:00 AM - 09:00 AM	Move In	Included
Huntington Beach Building (#12)	02/20/2016 09:00 AM - 08:00 PM	Event	3,100.00
Sunday			
Huntington Beach Building (#12)	02/21/2016 09:00 AM - 06:00 PM	Event	3,100.00
-Move out must be complete by 11:59 PM on Sunday - February 21, 2016 to avoid additional charges.			Total: 6,200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricades	TBD	TBD EA	15.00 EA	TBD
Bleachers (50 Seat Section)	Estimate 4	4.00 EA	125.00 EA	500.00
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Boxes	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	02/20/2016 - 02/21/2016	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				2,094.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant 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
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Days				
Grounds Attendant Lead	02/20/2016 08:00 AM - 08:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	02/20/2016 08:00 AM - 08:00 PM	1.00 EA	20.00 HR	240.00
Janitorial Attendant	02/20/2016 08:00 AM - 08:00 PM	2.00 EA	20.00 HR	480.00
Grounds Attendant Lead	02/21/2016 08:00 AM - 06:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	02/21/2016 08:00 AM - 06:00 PM	1.00 EA	20.00 HR	200.00
Janitorial Attendant	02/21/2016 08:00 AM - 06:00 PM	2.00 EA	20.00 HR	400.00
Clean Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales & Services</u>				
Event Coordinator	02/20/2016 08:00 AM - 08:00 PM	1.00 EA	40.00 HR	480.00
Event Coordinator	02/21/2016 08:00 AM - 06:00 PM	1.00 EA	40.00 HR	400.00
<u>Parking</u>				
Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00

EXHIBIT A

Event Information

Outside Services

Emergency Medical Services	02/20/2016 08:00 AM - 08:30 PM	2.00 EA	20.00 HR	500.00
Emergency Medical Services	02/21/2016 08:00 AM - 06:30 PM	2.00 EA	20.00 HR	420.00
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50

Total: 5,184.50

Summary

Facility Rental Total	\$6,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,278.50
Refundable Deposit	\$1,000.00

Grand Total: \$14,478.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$1,550.00
Second Payment	01/29/2016	\$12,928.50

Total: \$14,478.50

Payment Total: \$14,478.50

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.****

*****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 FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **February 14, 2016**

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 **Rusty Barn Promotion Group 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 **September 28 - October 2, 2016**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Quilt, Craft and Sewing Festival

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

\$20,654.50

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.

Rusty Barn Promotion Group Inc.
2022 South 2100 East, Suite 201
Salt Lake City, UT 84108

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

By _____

By _____

Title: Chris Butler, President**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Quilt, Craft and Sewing Festival	Contract No:	R-064-16
Contact Person:	Chris Butler	Phone:	(800) 717-8789
Event Dates:	09/29/2016 -10/01/2016	Hours:	Thursday: 10:00 AM - 5:00 PM Friday: 10:00 AM - 5:00 PM Saturday: 10:00 AM - 4:00 PM
Admission Price:	\$10.00 or Free with Coupon/Postcard		

Vehicle Parking Fee:	\$8.00 General Parking	Projected Attendance:	2,700
-----------------------------	------------------------	------------------------------	-------

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
The Hangar	09/28/2016 06:00 AM - 11:00 PM	Move In	1,650.00
Thursday			
The Hangar	09/29/2016 10:00 AM - 05:00 PM	Event	3,300.00
Friday			
The Hangar	09/30/2016 10:00 AM - 05:00 PM	Event	3,300.00
Saturday			
The Hangar	10/01/2016 10:00 AM - 04:00 PM	Event	3,300.00
Sunday			
The Hangar	10/02/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - October 2, 2016 to avoid additional charges.	Total:	11,550.00
--	---------------	------------------

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	900.00 EVT	900.00
Hang Tag - 3 Day	Estimate 40	40.00 EA	12.00 EA	480.00
Portable Electronic Message Board	09/29/2016 - 10/01/2016	2.00 EA	75.00 EA/DAY	450.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	09/29/2016 - 10/01/2016	1.00 EA	75.00 EA/DAY	225.00
Scissor Lift	TBD (Based on Electrical Layout)	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

Total:	2,790.00
---------------	-----------------

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	20.00 HR	160.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00
Event Day				
Grounds Attendant Lead	09/29/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	09/29/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	09/29/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Grounds Attendant Lead	09/30/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	09/30/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	09/30/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Grounds Attendant Lead	10/01/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	10/01/2016 09:00 AM - 04:00 PM	1.00 EA	20.00 HR	140.00
Janitorial Attendant	10/01/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00

EXHIBIT A

Event Information

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
Electrician	Estimate 2 Hours	2.00 HR	50.00 HR	100.00

Event Sales & Services

Event Coordinator	09/29/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	09/30/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	10/01/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

Parking

Parking Attendant Lead	09/28/2016 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	09/28/2016 Estimate 16 Hours	16.00 HR	20.00 HR	320.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
----------------------	---	---------	------------	--------

Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.50 HR	263.00 HR	394.50
--------------------	---	---------	-----------	--------

Total: 4,814.50

Summary

Facility Rental Total	\$11,550.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$7,604.50
Refundable Deposit	\$1,500.00

Grand Total: \$20,654.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/29/2016	\$1,500.00
Second Payment	04/05/2016	\$6,384.50
Third Payment	06/02/2016	\$6,385.00
Fourth Payment	08/30/2016	\$6,385.00

Total: \$20,654.50

Payment Total: \$20,654.50

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE February 14, 2016

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 **Susan Baron** 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 6, 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:

Camille's Sweet 16

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

\$1,588.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

Susan Baron
2145 Aster Place
Costa Mesa, CA 92627

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

By _____ Date _____

By _____ Date _____

Title: Barry Brown, Treasurer**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Camille's Sweet 16	Contract No:	R-066-16
Contact Person:	Barry Brown	Phone:	(949) 436-8539
Event Date:	02/06/2016	Hours:	5:00 PM - 9:00 PM

Vehicle Parking Fee: Private Event (<i>No Parking Fee</i>)	Projected Attendance:	25 - 50
---	------------------------------	---------

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Baja Blues Restaurant	02/06/2016 09:00 AM - 04:30 PM	Move In	Included
Baja Blues Restaurant	02/06/2016 05:00 PM - 09:00 PM	Event	700.00

-Move out must be completed by 11:59 PM on Saturday - February 6, 2016 to avoid additional charges.	Total:	700.00
--	---------------	---------------

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Splitter Box	Estimate TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Straw Bale (<i>Purchase</i>)	Estimate TBD	TBD EA	11.00 EA	TBD

Total:	218.00
---------------	---------------

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Event Day				
Janitorial Attendant	02/06/2016 04:00 PM - 09:00 PM	1.00 EA	20.00 HR	100.00
Clean Up				
Grounds Attendant	Estimate 1 Hour	1.00 HR	20.00 HR	20.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
<u>Event Sales & Services</u>				
Event Coordinator	02/06/2016 04:00 PM - 09:00 PM	1.00 EA	40.00 HR	200.00
<u>Safety and Security</u>				
Security Attendant	02/06/2016 04:30 PM - 09:30 PM	1.00 EA	20.00 HR	100.00
<u>Insurance</u>				
S.E.L.I. Insurance	02/06/2016	1.00 DAY	60.00 DAY	60.00

Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Saturday - February 6, 2016.

Total:	520.00
---------------	---------------

Summary

Facility Rental Total	\$700.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$738.00
Refundable Deposit	\$150.00

Grand Total:	\$1,588.00
---------------------	-------------------

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (25% of Facility Fee)	Upon Signing	\$175.00
Second Payment	01/29/2016	\$1,413.00

Total:	\$1,588.00
---------------	-------------------

Payment Total:	\$1,588.00
-----------------------	-------------------

Please Remit Payment in *Check or Credit Card*

****Any check payment received less than 30 days prior to move-in must be a certified or cashier's check. ****

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

EXHIBIT A

Event Information

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

ADDITIONAL INSURANCE REQUIREMENT (AMUSEMENT RIDES)

Coverage and proof of insurance is required for all amusement rides and mechanical bulls. Insurance certificates, DOSH Applications and copies of A-Permits must be submitted to the Event Coordinator two (2) weeks prior to the event date. A Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

AMUSEMENT RIDE INSPECTOR

An onsite ride inspector is required to inspect all amusement rides and hazardous and/or interactive activities during ride/activity setup and throughout the event. Additional costs to be determined.

OVATIONS FOOD SERVICES, L.P. dba SPECTRA

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

REVIEWED _____

DATE **February 14, 2016**

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 **Sound Media Fusion, 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 18 - 19, 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:

Sound Testing

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

\$1,657.50

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.

Sound Media Fusion, LLC
16524 Arminta Street
Van Nuys, CA 91406

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

By _____ Date _____

By _____ Date _____

Title: Gary Hardesty, Chief Executive Officer**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	Sound Testing	Contract No:	R-069-16
Contact Person:	Gary Hardesty	Phone:	(818) 482-0193
Event Date:	01/18/2016 - 01/19/2016	Hours:	Monday: 12:00 PM - 6:00 PM Tuesday: 9:00 AM - 5:00 PM

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Plaza Pacifica Lobby	01/18/2016 12:00 PM - 06:00 PM	Event	828.75
Tuesday			
Plaza Pacifica Lobby	01/19/2016 09:00 AM - 05:00 PM	Event	828.75
		Total:	1,657.50

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
			Total:	0.00

Summary

Facility Rental Total	\$1,657.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$0.00
Grand Total:	\$1,657.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	01/18/2016	\$1,657.50
	Total:	\$1,657.50
Payment Total:		\$1,657.50

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

DATE

February 14, 2016

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 **M GymKhana** 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 30, 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:

MGX Day Session

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

\$1,608.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, 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.

M GymKhana
3362 Holly Grove Street
West Lake Village, CA 91362

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

By _____ Date: _____

By _____ Date: _____

Title: James Bush, Owner/Founder**Title: Michele A. Richards, V.P. Business Development**

EXHIBIT A

Event Information

Event Name:	MGX Day Session	Contract No:	R-078-16
Contact Person:	James Bush	Phone:	(818) 640-3116
Event Dates:	01/30/2016	Hours:	Saturday: 9:30 AM - 5:00 PM

Admission: Adult: \$75.00 - \$100.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 30

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
¼ Lot G	01/30/2016 09:30 AM - 05:00 PM	Event	450.00

-Move out must be completed by 11:59 PM on Saturday - January 30, 2016 to avoid additional charges. **Total: 450.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Total:				18.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Event Day				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Clean Up				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Event Sales & Services				
Event Coordinator	01/30/2016 08:30 AM - 05:00 PM	1.00 EA	40.00 HR	340.00
Parking				
Parking Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Total:				640.00

Summary

Facility Rental Total	\$450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$658.00
Refundable Deposit	\$500.00

Grand Total: \$1,608.00

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/28/2016	\$1,608.00
Total:		\$1,608.00

Payment Total: \$1,608.00

Please Remit Payment in *Check or Credit Card*

Any check payment received less than 30 days prior to move-in must be a certified or cashier's check.

ALL PAYMENTS ARE NON-REFUNDABLE

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

REVIEWED _____

DATE February 14, 2016

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 **Waffle-icious, 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, 2016 to December 31, 2016

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

See Exhibit A

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

Waffle-icious

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

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

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

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

Waffle-icious, LLC
16611 Busby Lane
Huntington Beach, CA 92647

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

By _____

By _____

Title: Michael Bonfa

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED_____

DATE **February 14, 2016**

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 **Martin Tse dba Dogzilla Hotdogs** hereinafter, called the Rentor

WITNESSETH:

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

January 1, 2016 to December 31, 2016

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

See Exhibit A

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

Dogzilla Hotdogs

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

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

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

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

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

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

By_____

By_____

Title: Martin Tse

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **Brats Berlin, Inc. dba Crepes Bonaparte** 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, 2016 to December 31, 2016

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

See Exhibit A

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

Crepes Bonaparte

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.

Brats Berlin, Inc. dba Crepes Bonaparte
P.O. Box 26066
Anaheim, CA 92825

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

By _____

By _____

Title: Danielle Murcia

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **Me So Hungry 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, 2016 to December 31, 2016

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

See Exhibit A

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

Me So Hungry

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

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

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

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

Me So Hungry LLC
1471 West Lambert Road
La Habra, CA 90631

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

By _____

By _____

Title: Michael Harrold

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **TJ's Wood Fire Pizza 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, 2016 to December 31, 2016

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

See Exhibit A

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

TJ's Wood Fire Pizza

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

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

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

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

TJ's Wood Fire Pizza LLC
6 Wood Barn Road
Ladera Ranch, CA 92694

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

By _____

By _____

Title: Tim Gonzales

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED_____

DATE **February 14, 2016**

FAIRTIME

INTERIM **XX**

APPROVED_____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **The Cut 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, 2016 to December 31, 2016

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

See Exhibit A

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

The Cut Handcrafted Burgers

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

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

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

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

The Cut LLC
20211 Spruce Avenue
Newport Beach, CA 92660

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

By_____

By_____

Title: Steve Kim

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **Philosopher Food LLC dba Falasophy** hereinafter, called the Rentor

WITNESSETH:

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

January 1, 2016 to December 31, 2016

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

See Exhibit A

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

Falasophy

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

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

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

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

Philosopher Food LLC dba Falasophy
178 Brandywyne Terrace
Costa Mesa, CA 92627

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

By _____

By _____

Title: Rashad Mounneh

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED_____

DATE February 14, 2016

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 **Pratioto Grp 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 1, 2016 to December 31, 2016

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

See Exhibit A

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

Jogasaki Burrito

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

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

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

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

Pratioto Grp Inc.
25627 ¾ Eshelman Avenue
Lomita, CA 90717

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

By_____

By_____

Title: Michael Harrold

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE February 14, 2016

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 **Rajin Cajunon Wheels** 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, 2016 to December 31, 2016

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

See Exhibit A

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

Ragin Cajun

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.

Rajin Cajunon Wheels
2100 Artesia Boulevard, #880
Redondo Beach, CA 90278

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

By _____

By _____

Title: Stephen Domingue

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED_____

DATE February 14, 2016

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 Flip Masters Grill & Kabob 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 1, 2016 to December 31, 2016

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

See Exhibit A

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

The Flip Masters Grill & Kabob

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

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

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

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

The Flip Masters Grill & Kabob Inc.
23766 Via Astorga
Mission Viejo, CA 92691

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

By_____

By_____

Title: Sean Samii

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **Maca LLC dba The Coconut Truck** hereinafter, called the Rentor

WITNESSETH:

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

January 1, 2016 to December 31, 2016

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

See Exhibit A

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

The Coconut Truck

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

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

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

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

Maca LLC dba The Coconut Truck
21971 Calderas
Mission Viejo, CA 92691

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

By _____

By _____

Title: Chad Aldrich

Title: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED _____

DATE **February 14, 2016**

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 **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, 2016 to December 31, 2016

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

See Exhibit A

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

BrewWings

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: Michele Richards, V.P. Business Development

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 PM	\$400.00 per Day

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

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

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

REVIEWED_____

DATE **February 14, 2016**

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 **Miyagi Corporation dba Yoshi's Toasties** 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, 2016 to December 31, 2016

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

See Exhibit A

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

Yoshi's Toasties

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.

Miyagi Corporation dba Yoshi's Toasties
2855 Pinecreek Drive #B-220
Costa Mesa, CA 92626

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

By_____ Date:_____

By_____ Date:_____

Title: Yoshio Miyagi**Title: Michele Richards, V.P. Business Development**

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2016 - December 31, 2016

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 & 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 2016 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11:00 AM - 02:00 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	05:30 PM - 09:00 PM	\$50.00 per Event
2016 Imaginology	April 15 - 17	09:00 AM - 05:00 PM	\$50.00 per Day
2016 OC Fair	July 15 - August 14 (<i>Day of Week TBD</i>)	Noon - 10:00 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 January 31, 2016

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
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
California Fair Financing Authority	03215050	11/16/15	Pac Amp Seating Installation	CFFA	\$1,198,017.44
California Fair Financing Authority	03215033	08/28/15	Pac Amp Fall Protection - Solicitation of Bids	CFFA	\$7,050.00
California Fair Financing Authority	03215042	12/01/15	Hero's Hall - Building Architecture Design & Construction Documents	CFFA	\$190,900.00
California Fair Financing Authority	03215044	11/16/15	Action Sports Arena Painting - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215045	11/16/15	Action Sports Arena Roofing Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215048	12/02/15	Century Barn Replacement Project - Solicitation of Bids	CFFA	\$6,050.00
California Fair Financing Authority	03215058	12/18/15	Action Sports Arena Painting Project	CFFA	\$175,176.00
California Fair Financing Authority	03215059	12/18/15	Action Sports Arena Roofing Project	CFFA	\$540,060.00
New					
California Fair Financing Authority	03215051	12/01/15	Hero's Hall Renovation Project - Solicitation of Bids	CFFA	\$13,750.00
Revision/Amendment					

New Joint Powers Authority Agreements

January 2016



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING Hero's Hall Renovation Project Bid Solicitation

To: Becky Bailey-Findley, Managing Director
California Fairs Financing Authority
Date: December 1, 2015

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 15-051 (CFFA Project No. 032-15-051)


This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair, dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

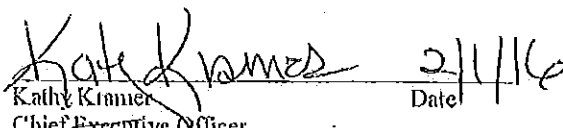
PROJECT: See Exhibit A, (December 1, 2015), Hero's Hall Renovation Project -Bid Solicitation
SCHEDULE: To be Awarded January 28, 2016
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before December 18, 2015, Fair shall encumber funds maintained by the Fairgrounds in the amount of THIRTEEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS and ZERO CENTS (\$13,750.00), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Becky Bailey-Findley
Managing Director
California Fair Finance Authority
Date: 2/1/16


Kathy Krimmer
Chief Executive Officer
Orange County Fair & Event Center
Date: 2/1/16



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

December 1, 2015

Project No. 032-15-051
Subject: 32nd District Agricultural Association
Hero's Hall Renovation Project-Bid Solicitation

The cost proposal is for the Solicitation of Bids for the Hero's Hall Renovation Project at the Orange County Fair and Event Center (OCFEC), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct a review of the Construction Documents designed by ATI Architects & Engineers including the technical specifications for bidding purposes.
- C. CFFA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, and bid opening.
- D. Bid Documents will be prepared based on construction documents supplied by ATI Architects & Engineers.
- E. CFFA will provide project management and administration services associated with the Bidding Process for this project.

This cost proposal is for the Bid Solicitation process only. The Fair understands that additional costs may be incurred if the bidding is extended beyond the current expected bid due date of January 14, 2016, or if the project requires an additional bid process. Upon receipt and acceptance of the bid results, CFFA will prepare a new LOU for the implementation and management of the construction work. Included in this cost proposal are CFFA's Project Management fees. Any and all professional services and any contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Bid Solicitation" support, for Hero's Hall Renovation Project is estimated to be \$13,750.00, as detailed below. The CFFA Fees are comprised of the review of the construction documents, bid documents preparation, advertisements and administration of the bid process. The bid process is based upon the plans and other related

information prepared on behalf of the Fair by a third party, along with advertising coordination; response to request for project information associated with the scope, specifications and bid process; job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Hero's Hall Renovation Project
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 6,500.00	
	Sub-Total		\$ 9,500.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 400.00	
	Travel	\$ 2,000.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 4,250.00
Estimated Total Costs			\$ 13,750.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by January 14, 2016. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties

~~against CFPA. The Fair shall not reimburse CFPA for costs and expenses incurred as a result of CFPA's sole, active negligence or willful misconduct.~~

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFPA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFPA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFPA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-051, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-051, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFPA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

Joint Powers Authority

Invoices Paid January 2016



CALIFORNIA
FAIR'S FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/14/2016
Check # 78531

Payment Authorization

Date: 12/22/2015 Amount: \$3,250.00

Vendor Name: CFFA

Invoice No.: 1810

Invoice Date: 12/22/2015

Project No.: 03215045

Project Name: Action Sports Arena Roofing Project – Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

By [Signature]
Project Manager

By [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: 1810
Invoice Date: 12/22/2015
Customer Code: 32nd
Project: 03215045
Sports Arena Re-Roofing - Bid Sol

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Bid Management Fees per LOU 15-045	3,250.00
	\$3,250.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$3,250.00
Sales Tax: 0.00
Invoice Total: \$3,250.00

job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:

**Orange County Fair and Event Center
 Action Sports Arena Roofing Project
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.)		\$ 3,000.00	
Plan Check/ Scope Review		\$ 250.00	
	Sub-Total		\$ 3,250.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 750.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 2,800.00
Estimated Total Costs			\$ 6,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by December 10, 2015. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/14/2016
Check # 78531

Payment Authorization

Date: 12/22/2015

Amount: \$3,250.00

Vendor Name: CFFA

Invoice No.: 1811

Invoice Date: 12/22/2015

Project No.: 03215044

Project Name: Action Sports Arena Painting Project - Bid Solicitation

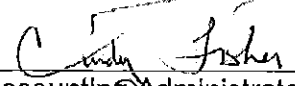
Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1811
Invoice Date: 12/22/2015
Customer Code: 32nd
Project: 03215044
Sports Arena Painting - Bid Solicitation

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Bid Management Fees per LOU 15-044	3,250.00
	\$3,250.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$3,250.00
Sales Tax: 0.00
Invoice Total: \$3,250.00

~~job walk; receipt and review of bids; public record requests; contractor checks; response to bid results; and general project administration. A breakdown of the estimated cost follows:~~

**Orange County Fair and Event Center
 Action Sports Arena Painting Project
 Cost Breakdown**

PROJECT COSTS			
Management Costs (Spec Prep, Job Walk, Bid Review, etc.) Plan Check/ Scope Review		\$ 3,000.00	
		\$ 250.00	
	Sub-Total		\$ 3,250.00
ESTIMATED REIMBURSABLES			
	Project Bid Prep & Advertising	\$ 1,750.00	
	Reproduction, i.e. plans, spec, etc.	\$ 200.00	
	Travel	\$ 750.00	
	Misc.	\$ 100.00	
	Reimbursable Sub-Total		\$ 2,800.00
Estimated Total Costs			\$ 6,050.00

*All costs/fee will be tracked and reconciled at the project conclusion. Third Party costs subject to a 6% fee.

It is scheduled that the bid solicitation project will commence as soon as possible and be completed by December 10, 2015. Based upon the value of the project, all project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/14/2016
Check # 78531

Payment Authorization

Date: 12/22/2015

Amount: \$10,453.33

Vendor Name: CFFA

Invoice No.: 1812

Invoice Date: 12/22/2015


Project No.: 03215059

Project Name: Action Sports Arena Roofing Project


Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1812
Invoice Date: 12/22/2015
Customer Code: 32nd
Project: 03215059
Action Sports Arena - Roofing

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 15-059 (1 of 3)	10,453.33
	\$10,453.33

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$10,453.33
Sales Tax: 0.00
Invoice Total: \$10,453.33

of the construction contingency funding that is utilized and any professional services that may be required, and will be calculated at 6% of the actual amount expended. The management/administration fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). Project inspections are based upon project scope, estimated inspections/job site visits and complexity of on/off site work. CFFA in addition will provide EWSP program review and management at an additional cost due to program mandatory requirements. A cost breakdown is presented below.

Orange County Fair & Event Center/32nd DAA
Action Sports Arena Roofing Project
Cost Breakdown

<u>PROJECT CONSTRUCTION COSTS</u>		
Contractors Cost (AP-Construction)	\$ 456,000.00	
	<u>Construction Sub-Total</u>	\$ 456,000.00
CONSTRUCTION CONTINGENCY (10%)	\$ 45,600.00	\$ 501,600.00
<u>SUPPLEMENTAL COSTS</u>		
Supplemental Project Costs	\$ 0.00	
Inspections (Shared with Painting Project)	\$ 4,000.00	
EWSP Program Compliance Estimate (Shared)	\$ 0.00	
	<u>Professional Services Sub-Total</u>	\$ 4,000.00
<u>REIMBURSABLES</u>		
Travel (Shared with Painting Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	\$ 4,600.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Project Administration Fee (6%)		\$ 27,360.00
Total Costs, with Fees and Estimated Costs		\$ 540,060.00

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's project management/administration fee.

The project will commence immediately and be completed by March 25, 2016 with an expected project duration of approximately 3 months. Based on the scheduled duration of the project, the current project management fees of \$31,360.00 will be billed in one (3) monthly installment of \$10,453.33/month, with the payment due upon the signing of LOU. If the project progresses past the scheduled completion date, additional project management/administration fees will be incurred. The additional fees will be based upon a rate \$10,453.33 per month, until the completion of the project, with the actual amount being pro-rated during reconciliation of the project. Any direct or reimbursable costs, along with any project



CALIFORNIA
FAIR'S FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/14/2016
Check # 78531

Payment Authorization

Date: 12/22/2015

Amount: \$12,616.00

Vendor Name: CFFA

Invoice No.: 1813

Invoice Date: 12/22/2015

Project No.: 03215058

Project Name: Action Sports Arena Painting Project


Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1813
Invoice Date: 12/22/2015
Customer Code: 32nd
Project: 03215058
Action Sports Arena - Painting

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 15-058 (1 of 1)	12,616.00
	\$12,616.00

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$12,616.00
Sales Tax: 0.00
Invoice Total: **\$12,616.00**

required, and will be calculated at 6% of the actual amount expended. The management/administration fee is comprised of project management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). Project inspections are based upon project scope, estimated inspections/job site visits and complexity of on/off site work. CFFA in addition will provide EWSP program review and management at an additional cost due to program mandatory requirements. A cost breakdown is presented below.

Orange County Fair & Event Center/32nd DAA
Action Sports Arena Painting Project
Cost Breakdown

<u>PROJECT CONSTRUCTION COSTS</u>		
Contractors Cost (Painting & Décor)	\$ 143,600.00	
	<u>Construction Sub-Total</u>	\$ <u>143,600.00</u>
CONSTRUCTION CONTINGENCY (10%)	\$ 14,360.00	\$ <u>157,960.00</u>
<u>SUPPLEMENTAL COSTS</u>		
Supplemental Project Costs	\$ 0.00	
Inspections (Shared with Roofing Project)	\$ 4,000.00	
EWSP Program Compliance Estimate (Shared)	\$ 0.00	
	<u>Professional Services Sub-Total</u>	\$ <u>4,000.00</u>
<u>REIMBURSABLES</u>		
Travel (Shared with Roofing Project)	\$ 3,500.00	
Reproduction Services	\$ 100.00	
Misc.	\$ 1,000.00	
	<u>Reimbursable Sub-Total</u>	\$ <u>4,600.00</u>
<u>MANAGEMENT/ADMINISTRATION FEES</u>		
Project Administration Fee (6%)		\$ <u>8,616.00</u>
Total Costs, with Fees and Estimated Costs		\$ 175,176.00

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's project management/administration fee.

The project will commence immediately and be completed by March 25, 2016 with an expected project duration of approximately 3 months. Based on the scheduled duration of the project, the current project management fees of \$12,616.00 will be billed in one (1) monthly installment, with the payment due upon the signing of LOU. If the project progresses past the scheduled completion date, additional project management/administration fees will be incurred. The additional fees will be based upon a rate \$4,205.33 per month, until the completion of the project, with the actual amount being pro-rated during reconciliation of the project. Any direct or reimbursable costs, along with any project management fees based upon the use of any contingency funds, will be reimbursed, in arrears, on a monthly basis, upon



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Paid 01/14/2016
Check # 78531

Payment Authorization

Date: 12/28/2015

Amount: \$9,122.10

Vendor Name: CFFA

Invoice No.: 1814

Invoice Date: 12/22/2015

Project No.: 03215042


Memorial Gardens Heroes Hall

Project Name: Building Architectural Design & Construction Documents


Fair Name: OC Fair & Event Center


Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

1776 Tribute Road, Suite 100
Sacramento, CA 95813
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: 1814
Invoice Date: 12/22/2015
Customer Code: 32nd
Project: 03215042
Hero's Hall Architect Review

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Admin Fees per LOU 15-042 (6% of Consultants Costs)	9,122.10
	\$9,122.10

Thank you for your business!

Terms: Due Upon Receipt

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$9,122.10
Sales Tax: 0.00
Invoice Total: \$9,122.10

Statement of Account



ATI Architects & Engineers
3860 Blackhawk Road, Suite 100
Danville, CA 94506

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 11/3/2015

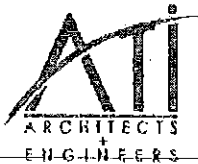
	Invoice Number	Invoice Date	Amount
--	----------------	--------------	--------

California Fair Services Authority
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)

99506	10/4/2015	23,950.00
Client Outstanding		<u>23,950.00</u>

California Fair Services Authority						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
23,950.00	0.00	23,950.00	0.00	0.00	0.00	0.00

Buyer



ATI Architects & Engineers
3860 Blackhawk Road, Suite 100
Danville, CA 94506

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815
David Freese

Invoice number 99645
Date 12/11/2015

Project CA4301 OC FAIR RENOVATION OF
MEMORIAL GARDENS BUILDING
(HEROES HALL)

For Professional Services Through November 30, 2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Development	23,950.00	100.00 ✓	0.00	23,950.00	23,950.00
Construction Documents	102,800.00	95.00 ✓	0.00	97,660.00	97,660.00
Construction Support	19,500.00	0.00 ✓	0.00	0.00	0.00
Relocate Building	2,800.00	50.00 ✓	0.00	1,400.00	1,400.00
Administrative Expenses	3,500.00	70.00 ✓	0.00	2,450.00	2,450.00
Add Humidification	17,700.00	0.00	0.00	0.00	0.00
Add Multiple Electrical Fixtures	3,500.00	75.00 ✓	0.00	2,625.00	2,625.00
Total	173,750.00	73.72	0.00	128,085.00	128,085.00

Invoice total 128,085.00

Approved by:

Bruce D. Gillings

12.29.15
ok to pay



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/20/2016
Check # 78575

Payment Authorization

Date: 1/4/2016 Amount: \$128,085.00

Vendor Name: ATI Architects & Engineers

Invoice No.: 99645

Invoice Date: 12/11/2015

Project No.: 03215042

Memorial Gardens / Heroes Hall

Project Name: Building Architectural Design & Construction Documents

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

MEP CONSTRUCTION DOCUMENTS:

\$ 25,000

1. Prepare Construction Drawings and Specifications for plan check and bidding.
2. Prepare Design and Construction Documents to add Humidification System.
3. Support CFFA in providing plan check corrections and responses to bidding questions.

MEP CONSTRUCTION SUPPORT:

\$ 2,000

1. Review contractor submittals.
2. Prepare As-Built Documents.

RELOCATE BUILDING TO AVOID SCE VAULT:

\$ 2,800

1. Prepare topographic survey for the property in the immediate area of the building and the site development.

ADD HUMIDIFICATION EQUIPMENT TO THE HVAC SYSTEM:

\$ 17,700

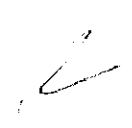
1. Provide Design and prepare Construction Documents for the addition of Humidification Equipment to the HVAC System.

ADD MULTIPLE LIGHTING FIXTURES, A/V AND COMMUNICATION OUTLETS TO THE SITE:

\$ 4,750

DESIGN DEVELOPMENT FEE TOTAL	\$ 23,950.00	✓
CONSTRUCTION DOCUMENT FEE TOTAL	\$ 102,800.00	
CONSTRUCTION SUPPORT FEE TOTAL	\$ 19,500.00	
RELOCATE BUILDING FOR SCE VAULT	\$ 2,800.00	
ADD HUMIDIFICATION EQUIPMENT	\$ 17,700.00	
ADD LIGHTING, A/V and COMMUNICATION	\$ 4,750.00	
ADMINISTRATIVE EXPENSES (Admin. Asst., printing, etc.)	<u>\$ 3,500.00</u>	
	\$ 175,000.00*	

* Fees are quoted as Lump Sum and include all expenses.





ATI Architects & Engineers
3860 Blackhawk Road, Suite 100
Danville, CA 94506

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815
David Freese

Invoice number 99645
Date 12/11/2015

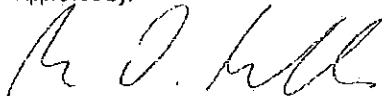
Project CA4301 OC FAIR RENOVATION OF
MEMORIAL GARDENS BUILDING
(HEROES HALL)

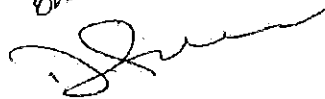
For Professional Services Through November 30, 2015

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Design Development	23,950.00	100.00 ✓	0.00	23,950.00	23,950.00
Construction Documents	102,800.00	95.00 ✓	0.00	97,660.00	97,660.00
Construction Support	19,500.00	0.00 ✓	0.00	0.00	0.00
Relocate Building	2,800.00	50.00 ✓	0.00	1,400.00	1,400.00
Administrative Expenses	3,500.00	70.00 ✓	0.00	2,450.00	2,450.00
Add Humidification	17,700.00	0.00 ✓	0.00	0.00	0.00
Add Multiple Electrical Fixtures	3,500.00	75.00 ✓	0.00	2,625.00	2,625.00
Total	173,750.00	73.72	0.00	128,085.00	128,085.00

Invoice total 128,085.00

Approved by:


Bruce D. Gillings

12.29.15
ok to pay


Statement of Account



ATI Architects & Engineers
3860 Blackhawk Road, Suite 100
Danville, CA 94506

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 12/22/2015

	Invoice Number	Invoice Date	Amount
--	----------------	--------------	--------

California Fair Services Authority
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)

99645	12/11/2015	128,085.00
Client Outstanding		128,085.00

California Fair Services Authority							
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days		Prepayment
128,085.00	128,085.00	0.00	0.00	0.00	0.00		0.00

Statement of Account



ATI Architects & Engineers
3860 Blackhawk Road, Suite 100
Danville, CA 94506

California Fair Services Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Statement date: 11/3/2015

EX-102

	Invoice Number	Invoice Date	Amount
--	----------------	--------------	--------

California Fair Services Authority
CA4301 OC Fair Renovation of Memorial Gardens Building (Heroes Hall)

99506 10/4/2015 23,950.00
Client Outstanding 23,950.00

California Fair Services Authority						
Outstanding	Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
23,950.00	0.00	23,950.00	0.00	0.00	0.00	0.00

Buyer

Processed as
11,653.56
check to be returned
to Kathleen @ OC

Mariana Sanchez

From: Kathlyn Keife
Sent: Tuesday, January 19, 2016 12:15 PM
To: 'Marcus Lee'; Accounts Payable
Cc: Cindy Fisher
Subject: RE: Overpayment on Invoice 1814 - Heroes Hall Renovation 032-15042

Paid 01/20/2016 Check # 78577

Hi Marcus,

We will use this email as a credit memo and deduct the \$1,437.00 overpayment from our next check.

Thank you,
Kathlyn Keife
Accounting Supervisor
kkeife@ocfair.com
P: 714.708.1525



<http://www.ocfair.com>

From: Marcus Lee [<mailto:mlee@cfsa.org>]
Sent: Tuesday, January 19, 2016 11:57 AM
To: Kathlyn Keife; Accounts Payable
Cc: Cindy Fisher
Subject: Overpayment on Invoice 1814 - Heroes Hall Renovation 032-15042

Good morning,

We received a check from OC this morning (attached). One invoice (#1814) was overpaid by \$1,437.00. The correct amount should have been \$7,685.10. I sent the payment authorization for the correct amount earlier this morning. What would you like us to do? We can apply the overpayment to a future invoice as ATI's work on the project is not finished.

Marcus Lee
CFFA Construction
California Fair Services Authority
CFFAaccounting@cfsa.org
916-263-6100



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/20/2016
Check # 78577

Payment Authorization

Date: 1/4/2016

Amount: \$170.13

Vendor Name: CFFA

Invoice No.: 1818

Invoice Date: 12/31/2015

Project No.: 03215045


Project Name: Action Sports Arena Roofing Project – Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6160
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1818
Invoice Date: 12/31/2015
Customer Code: 32nd
Project: 03215045
Sports Arena Re-Roofing - Bid Sol

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215045 - Action Sports Arena Roofing Project Bid Solicitation - Direct Costs - 12/2015	170.13
	\$170.13

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$170.13
Sales Tax: 0.00
Invoice Total: \$170.13

General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Thursday, December 31, 2015 9:31:50AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03215045-A	Printing-Projects, 032, Sports Arena						151.53
12/3/2015	Summarized AP Invoices	Invoices	AP-Invoice		11.98		
12/3/2015	American Reprographics Company -Sports Arena Roofing	Invoice: 8381390	Action Sports Arena Roofing Project - Ne, New Planwell				11.98
12/9/2015	Summarized AP Invoices	Invoices	AP-Invoice		6.76		
12/9/2015	American Reprographics Company MGNT	Invoice: 8397885	Action Sports Arena Roofing - PW DFM Spe, Document				6.76
12/18/2015	Summarized AP Invoices	Invoices	AP-Invoice		10.60		
12/18/2015	American Reprographics Company	Invoice: 8411435	Action Sports Arena Roofing Project - PW, Document MGNT				10.60
12/22/2015	Summarized AP Invoices	Invoices	AP-Invoice		6.44		
12/22/2015	American Reprographics Company	Invoice: 8410631	Action Sports Arena Roofing Project - PW, Document MGNT				6.44
642-032-03215045-A	Net:		35.78		35.78	0.00	187.31
647-032-03215045-A	Advertising-Projects, 032, Sports Ar						1,686.00
664-032-03215045-A	Travel-projects, 032, Sports Arena R						231.05
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		134.35		
12/21/2015	West America Bank Freese	Invoice: 12212015	December 2015 Statement Operating, Flight - Sports Arena Roofing- D.				128.65
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating, Sac Airport (1/3) D. Freese				5.70
664-032-03215045-A	Net:		134.35		134.35	0.00	365.40
\$ Grand Totals	Beginning Balance	Net Activity	Total Debits	Total Credits	Balance		
	2,068.58	170.13	170.13	0.00	2,238.71		
	\$ Trial Balances		Total Debits	Total Credits	Balance		
		Prior:	2,068.58	0.00	2,068.58		
		Activity:	170.13	0.00	170.13		
		Ending:	2,238.71	0.00	2,238.71		



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. 8381390

INVOICE DATE 11/30/15

WORK ORDER# F2029476

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
ATTN: UPLOAD ONLY
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 11/23/15 at 06:40PM

CONTACT DAVID FREESE		PHONE 916-207-6114	PURCHASE ORDER#		SALES REP Ed Worcester			
JOB#		JOB NAME ACTION SPORTS ARENA ROOFING PROJECT			BILLER Laura Richman			
					LOC 001			
8503	PW DMF/Specs	NT 001	33	1	33	EA	0.1730	5.71
8522	Set Up	T 001	1	1	1	EA	5.7800	5.78
<p>Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.</p> <p>12-8-15 OK to PM OK to PM B-E 12-8-15</p>								

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
11.49		0.49	11.98		11.98

Invoices undisputed for 45 days are final.
2358687

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

LT



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8397885**

INVOICE DATE **12/09/15**

WORK ORDER# **F2078098**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 31
ATTN: PLANWELL UPLOAD ONLY
WILL CALL/WAITER - CORPORATE
345 CLINTON ST.
COSTA MESA, CA 92626

DUE: 12/07/15 at 04:11PM

CONTACT DAVID FREESE		PHONE	PURCHASE ORDER#		SALES REP Ed Worcester	
JOB# CFFA_032-15-045		JOB NAME ACTION SPORTS ARENA ROOFING PROJECT - ADD 2			BILLER Chelsea Langer	
					LOC 001	

QTY	DESCRIPTION	TAX	COGS	UNIT PRICE	COPIES	SIZE	TOTAL QTY	UNIT PRICE	AMOUNT	
8503	PW DMF/Specs	NT	001		3	1	3	EA	0.1730	0.52
8522	Set Up	T	001		1	1	1	EA	5.7800	5.78

Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.

OK TO PAY 12-17-15

M.P. Sollen 12/17/15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
6.30		0.46	6.76		6.76

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
2372555

LT



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8411435**

INVOICE DATE **12/18/15**

WORK ORDER# **f2078002**

SOLD TO:

Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524
ATTN: PLANWELL UPLOAD
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 12/16/15 at 12:00PM

CONTACT		PHONE		PURCHASE ORDER#			SALES REP			
David Freese/CALIFORNIA FAIRS FINANC		916-263-6114					Ed Worcester			
JOB#		JOB NAME					BILLER		LOC	
		ACTION SPORTS ARENA ROOFING PROJECT					Laura Richman		001	
OR CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	25	1		25	EA	0.1730	4.33
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.										
OK To P 12-31-15 13-2										

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
10.11		0.49	10.60		10.60

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
2382944

LT

Approved for Payment
M.P. Ellen 12/27/15



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8410631**

INVOICE DATE **12/18/15**

WORK ORDER# **F2078552**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
ATTN: PLANWELL UPLOAD
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 12/11/15 at 01:25PM

CONTACT		PHONE	PURCHASE ORDER#		SALES REP	
DAVID FREESE/CALIFORNIA FAIRS FINANC		916-263-6114			Ed Worcester	
JOB#	JOB NAME				BILLER	LOC
	ACTION SPORTS ARENA ROOFING PROJECT				Laura Richman	001

OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	1	1		1	EA	0.1730	0.17
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.

*OK to P-2
B-E 12-30-15*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
5.95		0.49	6.44		6.44

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
2378882

LT

*Approved for Payment 12/27
Mik Siller*

CFFAaccounting

From: construction
Sent: Tuesday, December 22, 2015 3:14 PM
To: CFFAaccounting
Subject: FW: Flight reservation (RWFHZ2) | 17DEC15 | SMF-SNA | Freese/David

As requested

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, December 04, 2015 4:52 PM
To: construction <construction@cfsa.org>
Subject: Flight reservation (RWFHZ2) | 17DEC15 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.

Southwest

 [Log In](#) | [View my Itinerary](#)

[Check In
Online](#)

[Check Flight
Status](#)

[Change
Flight](#)

[Special
Offers](#)

[Hotel
Offers](#)

[Car
Offers](#)

Ready for takeoff!



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



Upcoming Trip: 12/17/15 - Orange County

 [Air Itinerary](#)

AIR Confirmation: RWFHZ2

Confirmation Date: 12/4/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262164034470	Dec 3, 2016	2804

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 Dec 17	2519	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:10 AM Arrive In ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:45 AM Travel Time 1 hrs 35 mins Wanna Get Away

Date	Flight	Departure/Arrival
------	--------	-------------------



Add a hotel

- ✓ Earn Rapid Rewards® points
- ✓ Best rate guarantee
- ✓ Free cancellation

[Book a hotel >](#)



Add a rental car

- ✓ Earn Rapid Rewards® points
- ✓ Guaranteed low rates
- ✓ Free cancellation

[Book a car >](#)

Thu Dec 17

3099

Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:40 PM
Arrive in SACRAMENTO, CA (SMF) at 6:10 PM
Travel Time 1 hrs 30 mins
Anytime

- ✓ Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- ⌚ 30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ 10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area 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.
- ℹ️ 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: 385.96

Fare Rule(s): 5262164034470: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA131.05OLNCHNR WN SMF201.75YL 332.80 END ZPSMF SNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our
boarding process ➤



Learn about inflight
WiFi & entertainment ➤

Cost and Payment Summary

Travel more
for less.


Exclusive deals for your
favorite destinations.

Sign up and save ➤

Southwest
Rapid Rewards®

- ✓ Unlimited reward seats
- ✓ No blackout dates
- ✓ Redeem for International flights and more

Enroll now ➤

 AIR - RWFHZ2

Base Fare	\$ 332.80	Payment Information
Excise Taxes	\$ 24.96	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Dec 4, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$385.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 385.96	

128.45

Useful Tools

[Check In Online](#)
[Early Bird Check-In](#)
[View/Share Itinerary](#)
[Change Air Reservation](#)
[Cancel Air Reservation](#)
[Check Flight Status](#)
[Flight Status Notification](#)
[Book a Car](#)
[Book a Hotel](#)

Know Before You Go

[In the Airport](#)
[Baggage Policies](#)
[Suggested Airport Arrival Times](#)
[Security Procedures](#)
[Customers of Size](#)
[In the Air](#)
[Purchasing and Refunds](#)

Special Travel Needs

[Traveling with Children](#)
[Traveling with Pets](#)
[Unaccompanied Minors](#)
[Baby on Board](#)
[Customers with Disabilities](#)

Legal Policies & Helpful Information

[Privacy Policy](#) [Customer Service Commitment](#) [Contact Us](#)
[Notice of Incorporated Terms](#) [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-1CR
Dallas, TX 75235

[Contact Us](#)

Copyright 2015 Southwest Airlines Co. All Rights Reserved.

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 522 Le 12/17/15 18:09
Receipt 050082

Short-term Parking Tkt.
GRE - No. 019720
12/17/15 05:20
12/17/15 18:09
Period 0d12h50
(Ust.) \$17.00

Total \$17.00

Payment Received
VISA \$17.00
XXXXXXXXXXXX0686
Auth. Co. 027101

Sub Total \$17.00

All Amounts in USD.
Deliv. Date=Receipt Date

0118724 - 17

/B = 57



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Paid 01/20/2016
Check # 78577

Payment Authorization

Date: 1/4/2016

Amount: \$166.47

Vendor Name: CFFA

Invoice No.: 1819

Invoice Date: 12/31/2015

Project No.: 03215044

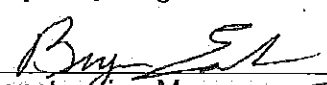
Project Name: Action Sports Arena Painting Project – Bid Solicitation

Fair Name: OC Fair & Event Center

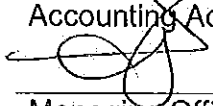
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95813
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: 1819
Invoice Date: 12/31/2015
Customer Code: 32nd
Project: 03215044
Sports Arena Painting - Bid Solicitation

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215044 - Action Sports Arena Painting Project Bid Solicitation - Direct Costs - 12/2015	166.47
	\$166.47

Thank you for your business!

Terms: Due Upon Receipt

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$166.47
Sales Tax: 0.00
Invoice Total: \$166.47

General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Thursday, December 31, 2015 9:27:35AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03215044-A	Printing-Projects, 032, Sports Arena						139.64
12/18/2015	Summarized AP Invoices	Invoices	AP-Invoice		32.22		
12/18/2015	American Reprographics Company	Invoice: 8411483	Action Sports Arena Painting Project - P,	Document MGNT		32.22	
642-032-03215044-A	Net:		32.22		32.22	0.00	171.86
647-032-03215044-A	Advertising-Projects, 032, Sports Ar						1,626.00
664-032-03215044-A	Travel-projects, 032, Sports Arena P						247.48
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		134.25		
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating,	Flight - Sports Arena Paint - D.			128.65
	Freese						
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating,	Sac Airport (1/3) D. Freese			5.60
664-032-03215044-A	Net:		134.25		134.25	0.00	381.73
\$ Grand Totals	Beginning Balance	Net Activity	Total Debits	Total Credits	Balance		
	2,013.12	166.47	166.47	0.00	2,179.59		
	\$ Trial Balances		Total Debits	Total Credits	Balance		
		Prior:	2,013.12	0.00	2,013.12		
		Activity:	166.47	0.00	166.47		
		Ending:	2,179.59	0.00	2,179.59		



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. 8411483

INVOICE DATE 12/18/15

WORK ORDER# 12078065

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
ATTN: PLANWELL UPLOAD
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 12/16/15 at 12:00PM

CONTACT David Freese/CALIFORNIA FAIRS FINANC		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP Ed Worcester	
JOB#		JOB NAME ACTION SPORTS ARENA PAINTING			BILLER Laura Richman	
					LOC 001	

OP CODE	DESCRIPTION	TAX	LOC	NO OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UNIT	UNIT PRICE	AMOUNT
8503	PW DMF/Specs	NT	001	150	1		150	EA	0.1730	25.95
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78
<p>Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.</p>										

OK To open 12-30-15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
31.73		0.49	32.22		32.22

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
2382807

LT

Approved for Payment
A. P. Geller 12/27

CFFAaccounting

From: construction
Sent: Tuesday, December 22, 2015 3:14 PM
To: CFFAaccounting
Subject: FW: Flight reservation (RWFHZ2) | 17DEC15 | SMF-SNA | Freese/David

As requested

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, December 04, 2015 4:52 PM
To: construction <construction@cfsa.org>
Subject: Flight reservation (RWFHZ2) | 17DEC15 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.

Southwest

 [Log In](#) | [View my Itinerary](#)

[Check In
Online](#)

[Check Flight
Status](#)

[Change
Flight](#)

[Special
Offers](#)

[Hotel
Offers](#)

[Car
Offers](#)

Ready for takeoff!



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



Upcoming Trip: 12/17/15 - Orange County

 [Air Itinerary](#)

AIR Confirmation: RWFHZ2

Confirmation Date: 12/4/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FRESE/DAVID	337987344	5262164034470	Dec 3, 2016	2804

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 Dec 17	2519	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:10 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:45 AM Travel Time 1 hrs 35 mins Wanna Get Away

Date	Flight	Departure/Arrival
------	--------	-------------------



Add a hotel

- ✓ Earn Rapid Rewards® points
- ✓ Best rate guarantee
- ✓ Free cancellation

[Book a hotel >](#)



Add a rental car

- ✓ Earn Rapid Rewards® points
- ✓ Guaranteed low rates
- ✓ Free cancellation

[Book a car >](#)

Thu Dec 17

3099

Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:40 PM
Arrive in SACRAMENTO, CA (SMF) at 6:10 PM
Travel Time 1 hrs 30 mins
Anytime

- ✓ Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.
- 🧳 Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.
- ⌚ 30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.
- ⌚ 10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area 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.
- ℹ 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: 385.96

Fare Rule(s): 5262164034470: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA131.05OLNCHNR WN SMF201.75YL 332.80 END ZPSMF SNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our
boarding process ➤



Learn about inflight
WiFi & entertainment ➤

Cost and Payment Summary

**Travel more
for less.**


Exclusive deals for your
favorite destinations.

Sign up and save >

Southwest
Rapid Rewards®

- ✓ Unlimited reward seats
- ✓ No blackout dates
- ✓ Redeem for international flights and more

Enroll now >

 AIR - RWFHZ2

Base Fare	\$ 332.80	Payment Information
Excise Taxes	\$ 24.96	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Dec 4, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$385.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 385.96	

128.45

Useful Tools

[Check In Online](#)
[Early Bird Check-In](#)
[View/Share Itinerary](#)
[Change Air Reservation](#)
[Cancel Air Reservation](#)
[Check Flight Status](#)
[Flight Status Notification](#)
[Book a Car](#)
[Book a Hotel](#)

Know Before You Go

[In the Airport](#)
[Baggage Policies](#)
[Suggested Airport Arrival Times](#)
[Security Procedures](#)
[Customers of Size](#)
[In the Air](#)
[Purchasing and Refunds](#)

Special Travel Needs

[Traveling with Children](#)
[Traveling with Pets](#)
[Unaccompanied Minors](#)
[Baby on Board](#)
[Customers with Disabilities](#)

Legal Policies & Helpful Information

[Privacy Policy](#) [Customer Service Commitment](#) [Contact Us](#)
[Notice of Incorporated Terms](#) [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 30647-1CR
Dallas, TX 75235

[Contact Us](#)

Copyright 2015 Southwest Airlines Co. All Rights Reserved.

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 522 Le 12/17/15 18:09
Receipt 050082

Short-term Parking Tkt.
GRE - No. 019720
12/17/15 05:20
12/17/15 18:09
Period 0d12h50'
(Ust.) \$17.00

Total \$17.00

Payment Received
VISA \$17.00
XXXXXXXXXXXX0686
Auth. Co. 027101

Sub Total \$17.00

All Amounts in USD.
Deliv. Date=Receipt Date

01187294 - 15

= 5.16



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

FINANCING

DESIGN

CONSTRUCTION

Paid 01/20/2016
Check # 78577

Payment Authorization

Date: 1/4/2016

Amount: \$568.70

Vendor Name: CFFA

Invoice No.: 1820

Invoice Date: 12/31/2015

Project No.: 03215033

Project Name: Pacific Amphitheatre Fall Protection Bid Solicitation

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1820
Invoice Date: 12/31/2015
Customer Code: 32nd
Project: 03215033
Pac Amp Fall Protection - Bid Sol

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215033 - Pac Amp Fall Protection Solicitation to Bid - Direct Costs - 12/2015	568.70
	\$568.70

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$568.70
Sales Tax: 0.00
Invoice Total: \$568.70

General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Thursday, December 31, 2015 9:29:43AM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
630-032-03215033-A Consultants, 032, Pac Amp Fall Prot							347.50
12/1/2015	Summarized AP Invoices	Invoices	AP-Invoice		195.00		
11/30/2015	Interwest Consulting Group Inc. Professional Services John W.	Invoice: 24661	032-15033 Pac Amp Fall Protection System, 10/30 -				195.00
630-032-03215033-A					Net:	195.00	195.00
						0.00	542.50
642-032-03215033-A Printing-Projects, 032, Pac Amp Fall							148.27
12/7/2015	Summarized AP Invoices	Invoices	AP-Invoice		8.72		
12/7/2015	American Reprographics Company	Invoice: 8394370	Fall Protection - PW DFM Specs, Document MGNT				8.72
12/14/2015	Summarized AP Invoices	Invoices	AP-Invoice		6.44		
12/14/2015	American Reprographics Company	Invoice: 8403668	Fall Protection Project - PW DFM Specs, Document MGNT				6.44
642-032-03215033-A					Net:	15.16	15.16
						0.00	163.43
647-032-03215033-A Advertising-Projects, 032, Pac Amp							1,416.00
664-032-03215033-A Travel-projects, 032, Pac Amp Fall P							0.00
12/21/2015	Summarized AP Invoices	Invoices	AP-Invoice		358.54		
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating, Flight - Fall Protection D. Freese				167.98
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating, Sac Airport Parking (1/2) - D. Freese				17.00
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating, Alamo Rental Car (1/2) D. Freese				101.42
12/21/2015	West America Bank	Invoice: 12212015	December 2015 Statement Operating, Best Western Santa Ana (1/2) - D. Freese				72.14
664-032-03215033-A					Net:	358.54	358.54
						0.00	358.54
\$ Grand Totals							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		1,911.77	568.70		568.70	0.00	2,480.47
\$ Trial Balances							
			Prior:		1,911.77	0.00	1,911.77
			Activity:		568.70	0.00	568.70
			Ending:		2,480.47	0.00	2,480.47

Interwest Consulting Group, Inc.

1613 Santa Clara Drive, Suite 100
Roseville, CA 95661



Invoice No.: 24661
Date: 11/30/2015

Bill To:
CFFA
Mr. Michael Sellens
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Page: 4 of 6

Invoice Detail

Project Description : Pacific Amphitheatre Fall Protection System

Work Order No.:

CFFA Project No.: 032-15033

Professional Services for the period October 1 through October 31, 2015

Person	Title	Week	Hours	Rate	Total
John Weninger	Licensed Plan Review Engineer	10/30/2015	1.5	\$130.00	\$195.00

Approved for Payment

M. L. Ellen 11/9/15

*OK TO PAY
RZ 12-9-15*

Invoice Total: **\$195.00**

Please remit to:

Interwest Consulting Group, P.O. Box 18330, Boulder, CO 80308

Attention: Accounting

Direct Invoice questions to Renee Haynes @ 970.460.1092



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8394370**

INVOICE DATE **12/07/15**

WORK ORDER# **f2078022**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
ATTN: Michael Sellens
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 12/07/15 at 12:00PM

CONTACT		PHONE		PURCHASE ORDER#		SALES REP	
Michael Sellens/CALIFORNIA FAIRS FIN		916-263-6114				Ed Worcester	
JOB#		JOB NAME				BILLER	
032-15033		STAGE TOWERS FALL PROTECTION				Maureen Morris	
						LOC 001	

ITEM CODE	DESCRIPTION	TAX	UNIT	QTY	UNIT PRICE	AMOUNT
8501	PW DMF/Document MNGT	NT	001	1	2.1000	2.10
8503	PW DMF/Specs	NT	001	2	0.1730	0.35
8522	Set Up	T	001	1	5.7800	5.78

Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.

OK To pay 12-17-15

MR. Sellens 12/17/15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
8.23		0.49	8.72		8.72

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

LT

Invoices undisputed for 45 days are final.
2370581



ARC Document Solutions, LLC
345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 74-6036592

INVOICE NO. **8403668**

INVOICE DATE **12/14/15**

WORK ORDER# **12078008**

SOLD TO: Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO: Cust# 402524
ATTN: Michael Sellens
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 12/14/15 at 12:00PM

CONTACT Michael Sellens/CALIFORNIA FAIRS FIN		PHONE 916-263-6114	PURCHASE ORDER#		SALES REP Ed Worcester	
JOB# 032-15-033		JOB NAME RESULTS OF FALL PROTECTION PROJECT @ ORANGE COUNTY FAIR			BILLER Maureen Morris	LOC 001

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT	TAX	TOTAL	EA	EA	EA	EA
8503	PW DMF/Specs	NT	001	1	1		1	EA	0.1730	0.17
8522	Set Up	T	001	1	1		1	EA	5.7800	5.78

Please note the "Holiday Hours" posted at our local shops for early closings on December 24th and 31st. All ARC Facilities will be closed December 25th 2015 and January 1st 2016.

Approved for Payment
M. Sellens
12/30/15

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-463-2239

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
5.95		0.49	6.44		6.44

TERMS: Net 30 Days

Please Remit To: ARC Document Solutions, LLC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
2379087

LT

CFFAaccounting

From: construction
Sent: Friday, November 20, 2015 11:07 AM
To: CFFAaccounting
Subject: FW: Flight reservation (RIHGI4) | 09DEC15 | SMF-SNA | Freese/David

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, November 20, 2015 10:52 AM
To: construction <construction@cfsa.org>
Subject: Flight reservation (RIHGI4) | 09DEC15 | SMF-SNA | Freese/David

Thanks for choosing Southwest® for your trip.

Southwest

 [Log in](#) | [View my itinerary](#)

[Check In
Online](#)

[Check Flight
Status](#)

[Change
Flight](#)

[Special
Offers](#)

[Hotel
Offers](#)

[Car
Offers](#)

Ready for takeoff!



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

Air Itinerary

AIR Confirmation: RIHGI4

Confirmation Date: 11/20/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262160829463	Nov 19, 2016	1718

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
Wed Dec 9	2519	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:10 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 08:45 AM Travel Time 1 hrs 35 mins Wanna Get Away

Date	Flight	Departure/Arrival
Thu Dec 10	3099	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest



Save up to 35%
plus earn up to 2,400
Rapid Rewards® points.
AVIS




Add a hotel

- ✓ Earn Rapid Rewards® points
- ✓ Best rate guarantee
- ✓ Free cancellation

Book a hotel >


Airlines at 4:40 PM
Arrive in SACRAMENTO, CA (SMF) at 6:10 PM
Travel Time 1 hrs 30 mins
Wanna Get Away

- ✓ **Check in for your flight(s):** 24 hours before your trip on [Southwest.com](#) or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.

-  **Bags fly free®:** First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.

- ⌚ **30 minutes before departure:** We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.

- ⌚ **10 minutes before departure:** You must obtain your boarding pass(es) and be in the gate area 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.

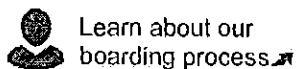
-  **If you do not plan to travel on your flight:** In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 335.96

Fare Rule(s): 5262160829463: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SMF WN SNA130.12OLNUPNR WN SMF156.17RLNCPNR 286.29 END
ZPSMF SNA XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



Learn about our
boarding process ➤



Learn about inflight
WiFi & entertainment ➤

Cost and Payment Summary

✕ AIR - RIHGI4



Add a rental car

- ✓ Earn Rapid Rewards® points
- ✓ Guaranteed low rates
- ✓ Free cancellation

[Book a car >](#)

Travel more for less.

Exclusive deals for your
favorite destinations.

[Sign up and save >](#)

Southwest®

Rapid Rewards®

- ✓ Unlimited reward seats
- ✓ No blackout dates
- ✓ Redeem for International flights and more

[Enroll now >](#)

Base Fare	\$ 286.29	Payment Information
Excise Taxes	\$ 21.47	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Nov 20, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$335.96
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 335.96	

1/2 = 167.98

Useful Tools

[Check In Online](#)
[Early Bird Check-In](#)
[View/Share Itinerary](#)
[Change Air Reservation](#)
[Cancel Air Reservation](#)
[Check Flight Status](#)
[Flight Status Notification](#)
[Book a Car](#)
[Book a Hotel](#)

Know Before You Go

[In the Airport](#)
[Baggage Policies](#)
[Suggested Airport Arrival Times](#)
[Security Procedures](#)
[Customers of Size](#)
[In the Air](#)
[Purchasing and Refunds](#)

Special Travel Needs

[Traveling with Children](#)
[Traveling with Pets](#)
[Unaccompanied Minors](#)
[Baby on Board](#)
[Customers with Disabilities](#)

Legal Policies & Helpful Information

[Privacy Policy](#) [Customer Service Commitment](#) [Contact Us](#)
[Notice of Incorporated Terms](#) [FAQs](#)

[Book Air](#) | [Book Hotel](#) | [Book Car](#) | [Book Vacation Packages](#) | [See Special Offers](#) | [Manage My Account](#)

This is a post-only mailing from Southwest Airlines. Please do not attempt to respond to this message. Your privacy is important to us. Please read our [Privacy Policy](#).

¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.

² Security Fee is the government-imposed September 11th Security Fee.

See [Southwest Airlines Co. Notice of Incorporation](#)

See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
P.O. Box 36647-ICR
Dallas, TX 75235

[Contact Us](#)

Copyright 2015 Southwest Airlines Co. All Rights Reserved.

SAC, INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

POF 521 Le 12/10/15 18:20
Receipt 018553

Short-term Parking Tkt
GRE - No. 084666
12/09/15 05:44
12/10/15 18:20
Period 1d12h37'
(Ust.) \$34.00

Total \$34.00

Payment Received
VISA \$34.00
XXXXXXXXXXXX0686
Auth. Co. 020112

Sub Total \$34.00

All Amounts in USD.
Deliv. Date=Receipt Date

1/2 = 17.00

97806120 - 1/1



RA 631659418 Bill 0
Rental 09-DEC-2016 08:35 AM
JOHN WAYNE ARPT
Return 10-DEC-2016 03:47 PM
JOHN WAYNE ARPT

DAVID FREESE
Vehicle # GD568347
Model COMPASS
Class Driven IRAR Class Charged IFAR
License# 7MXH084 State/Province CA
M/Kms Driven 168
M/Kms Out 1860
M/Kms In 2018

Charges	No Unit	Price	Amount
CDW	2 Days	19.99	39.98
REFUELING	9 Gals	4.24	38.16*
T & H	2 Days	51.41	102.82*
UNLIN M/KM	0 M/Kms		0.00*
DISCNT T&H 10.00%			-10.28*
CONCESSION FEE RECOVERY			18.86*
TOURISM FEE			3.24
SALES TAX @8.000 %			8.82
@2.750 X			1.05

Total Charges USD 202.85

Deposit Visa 0686

Amount Due USD 202.85

* Taxable Items
Subject to Audit
Customer Service Number 1-800-445-5664

12 = 101.42

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

PLUS

C/O 12/10/2015 10:48 AM kelly

Loyalty Club: 6006637310286679

Platinum

Room #

125-A

Registered To:

Freese, David

BW-REGULAR GUESTS

106 luzena ave

VACAVILLE, CA 95688

Conf #

106873

Arrival

12/09/15

Departure

12/10/15

Room Type

KJN-King - Jacuzzi - Nc

Guests

2 / 0

Payment

Visa/Master

Acct

XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
12/09/15	DEPALM	RC	ROOM CHARGE			\$129.99
12/09/15	DEPALM	9	ROOM TAX			\$10.40
12/09/15	DEPALM	91	CITY BIA			\$3.90
12/10/15	kelly	VS	PAYMENT VISA/MC		0686 - 619031	\$144.29

Balance Due	\$0.00
-------------	--------

1/2 = 72.14

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® branded Hotel is Independently owned and operated.

Signature



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Paid 01/20/2016
Check # 78577

Payment Authorization

Date: 1/4/2016

Amount: \$1,737.50

Vendor Name: CFFA

Invoice No.: 1822

Invoice Date: 12/31/2015

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) 263-6110

FINANCING
DESIGN
CONSTRUCTION

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

Invoice

Invoice Number: 1822
Invoice Date: 12/31/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 - PAC AMP Phase II Direct Costs - 12/2015	1,737.50
	\$1,737.50

Thank you for your business!

Terms: Due Upon Receipt

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,737.50
Sales Tax: 0.00
Invoice Total: \$1,737.50

General Ledger Detail

Current Period 12 (12/1/2015 - 12/31/2015)

CFFA

Unit Of Measure: \$

Thursday, December 31, 2015 12:16:51PM

CFFAaccounting

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03213031-A	Printing-Projects, 032, Pac Amp Pha						483.11
643-032-03213031-A	Supplies-Projects, 032, Pac Amp Rei						468.80
645-032-03213031-A	Ops Delivery, 032, Pac Amp Phase I)						4.53
651-032-03213031-A	Legal, 032, Pac Amp Phase II ,						32,301.59
12/9/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,734.25		
12/9/2015	Orbach Huff Suarez & Henderson LLP Invoice: 71702	Professional Services November, October	Professional Services -			1,734.25	
651-032-03213031-A	Net:		1,734.25		1,734.25	0.00	34,035.84
664-032-03213031-A	Travel-projects, 032, Pac Amp Phase						31,938.36
668-032-03213031-A	Misc Expense-Project, 032, Pac Amp						61.81
12/15/2015	Summarized AP Invoices	Invoices	AP-Invoice		3.25		
12/15/2015	Golden State Overnight Invoice: 2962488	Shipment to Solano County Board / Reggie, Reggie Mundekis PRA				3.25	
668-032-03213031-A	Net:		3.25		3.25	0.00	65.06
<hr/>							
\$ Grand Totals		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		65,258.20	1,737.50		1,737.50	0.00	66,995.70
\$ Trial Balances					Total Debits	Total Credits	Balance
			Prior:		65,258.20	0.00	65,258.20
			Activity:		1,737.50	0.00	1,737.50
			Ending:		66,995.70	0.00	66,995.70

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars

Suite 575

Los Angeles, CA 90067

California Fairs Finance Authority

December 9, 2015

1776 Tribute Road

Suite 220

Sacramento, CA 95815

Attention: Brian Eubanks

Inv #: 71702

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
11-02-15	1597		1.40	\$230.00	322.00
			d/c		
11-03-15	1597		1.50	\$230.00	345.00
			b/c		
11-04-15	1597		0.80	\$230.00	184.00
			b/c		
11-05-15	1597		1.50	\$230.00	345.00
			c		

Invoice #: 71702

Page 2

December 9, 2015

11-06-15 1597

0.60 \$230.00 138.00

p/c

11-09-15 1597

0.70 \$230.00 161.00

p/c

11-16-15 1597

0.80 \$230.00 184.00

p/c

11-23-15 1597

0.20 \$230.00 46.00

p/c

Total

7.50 \$1,725.00

DISBURSEMENTS

Nov-30-15 Photocopies 37 @ 0.25 week of 11/2/15

9.25

Totals

\$9.25

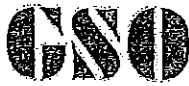
Total Fees and Disbursements

\$1,734.25

TAX ID Number 95-4655650

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	7.50	\$230.00	\$1,725.00



INVOICE

Invoice #	Account #	Invoice Date	Current Invoice	Total Due	Payment
2962488	8112	12/15/2015	\$6.50	\$13.69	

8112
California Fairs Financing Authority
1776 TRIBUTE ROAD
STE 100
SACRAMENTO CA 95815

Please detach this portion and remit with Payment to:
Golden State Overnight
P.O. BOX 10877 Pleasanton, CA 94588
For questions about this Invoice call 800-322-5555 Ext. 6

Account Statement

Previous Balance	\$7.19
Payments Received	\$0.00
Adjustments	\$0.00
Past Due	\$7.19
Current Invoice	\$6.50
Total Due	\$13.69

GSO Service Types

PDS: GSO Priority Overnight
SDS: GSO Saturday Delivery
EPS: GSO Early Priority Overnight
ESS: GSO Early Saturday
CPS: GSO Ground

Invoice Details

Ship Date	Ship To Company	Zip	Signed By	Reference #	Type	COD Chrg	Fuel Chrg
Tracking #	Delivery Address	City	Delivery Time	Comment	#LBS	Ins Chrg	Total Chrg
12/07/2015		94533	G. Krommell		CPS	\$0.00	
530177471		FAIRFIELD	10:39 am		L	\$0.00	
12/09/2015	RESIDENCE ADDRESS	92887	M. Reggle		CPS	\$0.00	\$0.18
530203773	2708 EAST WILSON AVE.	ORANGE	2:31 pm		L	\$0.00	\$3.25

Total Fuel Charge:

Total Shipping Charge:

OK TO PM
B-Z 12-30-15

M.P. Sullivan
Approved for Payment
12/30/15



GOLDEN STATE OVERNIGHT 800-322-5555 PAYMENT DUE ON RECEIPT
A FINANCE CHARGE OF 1 1/2% PER MONTH WILL BE ASSESSED ON BALANCES OVER 30 DAYS.



800-322-5555 www.gso.com

Ship From
CALIFORNIA FAIRS FINANCING AUTHORITY
CFFA
1776 TRIBUTE ROAD
STE 100
SACRAMENTO, CA 95815

Tracking #: 530203773

CPS



Ship To
RESIDENCE ADDRESS
REGGIE MUNDEKIS
2708 EAST WILSON AVE.
ORANGE, CA 92867

ORC
ORANGE

D

COD: \$0.00
Weight: 0 lb(s)
Reference:

D92869A



Delivery Instructions:
THIS IS A HOME ADDRESS.
Signature Type: REQUIRED

45731784

Print Date: 12/8/2015 2:46 PM

LABEL INSTRUCTIONS:

Do not copy or reprint this label for additional shipments - each package must have a unique barcode.

Use the "Print Label" button on this page to print the shipping label on a laser or inkjet printer. Securely attach this label to your package, do not cover the barcode.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 **ITEM NUMBER:** 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: February 19, 2016

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 Foundation Board (Vice Chair Berardino, Director La Belle)
- iii. Financial Monitoring Committee (Chair Mouet, Director Bagneris)
- iv. Workers Memorial Task Force (Vice Chair Berardino, Director Aitken)
- v. 2016 O C Fair City Liaison Committee (Director La Belle, Director Cervantes)
- vi. Legislative Monitoring Task Force (Vice Chair Berardino, Director Aitken)
- vii. Organizational Needs Assessment Task Force (Director La Belle, Director Ruiz)
- viii. Tenant Liaison Committee (Director Tkaczyk, Director Berardino)
- ix. Consumer Initiatives Task Force (Director Tkaczyk, Director Bagneris)
- x. Ticketing Policy Review Task Force (Director Tkaczyk, Director Bagneris)



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 ITEM NUMBER: 9B

SUBJECT: Approval of Legislative Representation Services

DATE: February 19, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Authorize approval to award the legislative representation contract to Joe A. Gonsalves & Son.

BACKGROUND

On February 9, 2016, the bids were reviewed and scored, and Joe A. Gonsalves & Son was the winning bidder.

The contract term will be a three (3) year contract with two (2) option years for a total of one hundred eighty thousand (\$180,000.00) for the initial term of the contract.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 ITEM NUMBER: 9C

SUBJECT: Approval of Barbara Venezia for Heroes Hall Veterans Foundation Board

DATE: February 19, 2016

FROM: Director Berardino and Director La Belle

PRESENTATION BY: Director Berardino and Director La Belle

RECOMMENDATION

At the Board of Directors' discretion

BACKGROUND

The Heroes Hall Veterans Foundation Bylaws require approval of Board Members by the OC Fair & Event Center Board of Directors. Barbara Venezia is being presented for approval by the OCFEC Board as a new appointee to the Heroes Hall Veterans Foundation.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 **ITEM NUMBER:** 9D

SUBJECT: Consumer Initiatives Task Force Recommendation for
2016 Concessionaire Commission Percentage

DATE: February 19, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

To increase the 2016 concessionaire commission from 24% to 25%.

BACKGROUND

Staff worked with the Consumer Initiatives Task Force to review the OC Fair historical operating data as well as the concessionaire commission structure of like-sized California fairs. The OC Fair historical operating data indicates that the concessionaire commission rate has been at 24% since 2012. Prior to that the last increase was in 2005 and 2009, in which a one percentage (1%) point increase were taken for each of these periods.

Currently San Diego County Fair concessionaire commission is 25% and the LA County Fair ranges from 26% - 30%.

This commission increase will contribute in offsetting increased operating costs and support increased marketing efforts.

All 2016 concessionaire contracts will be a template document reflecting this increase.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 ITEM NUMBER: 9E

SUBJECT: Centennial Farm Foundation MOU

DATE: February 18, 2016

FROM: Michele Richards, VP Business Development

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Information Item

BACKGROUND

At the January, 2016 meeting of the Board of Directors, Board Chair Mouet suggested developing a Memorandum of Understanding between the OC Fair & Event Center and its two Foundations – the Centennial Farm Foundation and the Heroes Hall Foundation.

A Memorandum of Understanding serves to define the relationship between two organizations and to outline mutually agreed upon expectations of both.

Staff has worked with legal counsel to develop an MOU between the Centennial Farm Foundation and OCFEC which will be presented to the Foundation Board of Directors for review and approval at their February 25, 2016 meeting.

Highlights from the MOU include:

Purpose of the MOU

- To collaborate in good faith and to develop and implement a strategic plan that is designed to fulfill mutually agreed-upon fundraising goals and priorities of District and the Foundation for the benefit of Centennial Farm.
- To share all information regarding grants, advertising and donations sought, solicited and secured by each of the Parties for Centennial Farm with the intent of working collaboratively to streamline solicitations and to ensure no duplication of fund raising tasks or efforts.

Term

- The term of the MOU shall be for a 5-year period and shall automatically be extended for an additional 5-year term unless terminated earlier by either Party in accordance with the terms of the MOU.

Key District Obligations:

- Communicate priorities and long-term plans for Centennial Farm.
- Act as sole operator of Centennial Farm including having exclusive right to secure sponsorships for the farm.
- Allow Foundation a limited non-exclusive right to use District's name and logo.
- In accordance with State Law and FPPC Rules, District will comply with ticket distribution policy.
- Allow Foundation presence in a mutually agreed location during the annual OC Fair as well as space for Foundation to conduct monthly meetings.

Key Foundation Obligations:

- District staff will serve as liaison to the Foundation Board of Directors.
- Foundation will focus efforts on obtaining private support for Centennial Farm and will make an annual financial contribution of \$45,000 for operational expenses of Centennial Farm.
- Provide a copy of the annual audit by an independent accounting firm of the Foundation's financial and operational records to the District.
- Maintain required insurance coverage.

Next steps will involve presenting a final MOU for approval by the OCFEC Board of Directors, then working with the Heroes Hall Veterans Foundation on a similar MOU.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 **ITEM NUMBER:** 9F

SUBJECT: Heroes Hall Construction Project

DATE: February 19, 2016

FROM: Ken Karns, VP Operations

PRESENTATION BY: Ken Karns, VP Operations

RECOMMENDATION

Authorize CFFA to award the construction contract to the lowest qualified bidder for completion of the Heroes Hall project and approve the LOU with CFFA.

BACKGROUND

On February 19, 2016 the OC Fair & Event Center and CFFA opened bids received for the construction of the Heroes Hall project. Ten (10) bids were received; all but one bid contained all of the required forms.

Staff was pleased to learn that between the three (3) lowest bidders, there was only a \$105,228 spread, less than 3.5% of each bid total.

As of the date of this Staff Report, CFFA is conducting their due diligence and at the February 25, 2016 meeting, the Board will be presented with the apparent low bidder.

In addition, the LOU with CFFA will be presented at the February 25, 2016 Board meeting.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 ITEM NUMBER: 9G

SUBJECT: Legal Fees Paid to Date by Association for the Formation of Heroes Hall Veterans Foundation

DATE: February 19, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Action Item

BACKGROUND

On February 27, 2014, the Board of Directors passed the following motion:

ACTION: Director Berardino motioned and Director La Belle seconded to authorize Manatt, Phelps and Phillips to work with staff and the Task Force to establish a 501(c)3 non-profit organization to allow for fundraising for large-scale education and agriculture-related projects at the OC Fair & Event Center, including the future Veterans Exhibit. **MOTION PASSED WITH DIRECTOR DODGE AND DIRECTOR JAHANGIRI VOTING NO**

At the time of the 2014 staff report, the cost estimate of \$12-15,000 was a preliminary estimate of legal fees. To date the Association has spent \$42,508.66 with Manatt, Phelps & Phillips, LLP in forming this foundation.



Board of Directors Agenda Report

MEETING DATE: FEBRUARY 25, 2016 **ITEM NUMBER:** 9H

SUBJECT: OC Market Place Rental Agreement Assignment and Spectra Contract Extension

DATE: February 19, 2016

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Action Item

BACKGROUND

1. Requesting Board approval of negotiations between Spectra and Tel Phil for the purchase of the OC Market Place by Spectra from Tel Phil. The requested approval is limited to negotiations.
2. Request Board approval for Contract Extension for Spectra, the Association's master concessionaire, subject to Spectra's purchase of the OC Market Place from Tel Phil. Spectra's contract currently expires December 31, 2017. The extension would be for six years, through December 31, 2023.